WAGES - 1992

JANUARY - AUGUST.
Hot under the white collars

By ADRIAN HERSCH

WHITE-COLLAR militancy appears to be growing.
A strike ballot is being held among First National Bank employees — and one is looming at the Perm.
Both disputes relate to the annual pay talks.
The SA Society of Bank Officials (Sasbo) wants a 16% increase — FNB offers 13%.
The discussions affect 25000 employees.
Sasbo general secretary Ben Smith says that in 1982 FNB produced a 13.8% taxed increase in profit to R355.1 million.
FNB senior general manager Jimmy McKenzie says given the state of the economy it is important the bank protect itself for the future.
"The salary bill is R1 million a year. Each 1% increase involves a large sum."
The outcome of the strike ballot will be known on February 4.
Mediation failed to resolve the dispute between the Perm and the Building Society Officials Association (Basoa).
Management offers a 10% rise, but the union wants 12%.
The Perm says in a handout to employees that a housing allowance — to those who did not previously benefit — is the equivalent of a 1.5% addition to the salary bill.
A union circular says the Perm has implemented its final offer to non-union members with effect from January 1.
The circular also says the Basoa received a “positive response” to an “opinion poll” about industrial action.
Picket is mightier than the pen

Journalists may put their pens down and pick up their pickets if a strike ballot to be held on Monday is successful.

This week a conciliation board failed to iron out a wage dispute between 620 members of the South African Union of Journalists at Times Media, the Argus Group and Sapa and their respective managements.

The union's minimum demand is for a 17 percent increase which is in line with inflation, according to SAUJ organiser Karen Stander.

TML, Sapa and Argus are offering 12, 14.5 and 15 percent respectively.

'No immigration' call

The International Confederation of Free Trade Unions has renewed calls for its members not to emigrate to South Africa until a new constitution is in place.
Grace period for security workers

A POTENTIAL crisis in the security industry was temporarily averted this week when an industry working group and Deputy Law and Order Minister Johan Scheepers agreed to postpone dismissing workers who had refused to pay their levy as demanded by government, said a spokesman for security workers.

Security employer representative Jan Biartman confirmed the meeting agreed on a "three-month grace period" before action would be taken against security workers refusing to comply with the levy.

The controversial decision last year to get security workers to pay a registration fee of R25 and an annual levy of R70 sparked mass protests by thousands of workers in the 120,000-strong industry. The levy has been reduced to R45, but the Transport and General Workers' Union (TGWU) wants it suspended.

Participants in the talks with Scheepers on amendments to the Security Officers' Act included the Security Officers' Board, the TGWU and the Consumer Council.

The meeting agreed the following amendments to the Act were desirable:

- Extending representation on the board to include employee representatives as well as employer and employee organisations; 24/11/92
- Getting fingerprinting done by the Commissioner of Oaths and not police;
- Provisions for a conduct code;
- Scrapping the provision for the establishment of a fund to insure workers against claims by clients;
- Excluding certain laws, such as those dealing with treason, to be excluded from the definition of a "criminal act" when it comes to employing security guards; and
- Enabling an inspectorate under the board to monitor the act instead of the police.
NUM wage-bargaining study

THE NUM will hold a special workshop next month to look into all aspects of wage bargaining, including bonus schemes, NUM assistant general secretary Marcel Golding said yesterday.

But the miners would push this year for a basic across-the-board wage increase in line with the NUM's policy of a uniform wage structure and a living wage.

Golding was speaking at a news conference to announce decisions taken at the union's central executive committee meeting this weekend, and to introduce the newly-elected acting general secretary Kekelma Motlhalhe.

Golding said the decision to review the bonus for the next wage round was a result of the way it has been applied. He said the Chamber of Mines had not honoured last year's agreement and selective bonuses were causing division among workers. He cited as examples lack of information to the union, poor control over prevention of accidents, and workers' non-participation in setting targets. Mass dismissals after the VAT stayaway showed the chamber was using the agreement in a "punitive way".

Pressed on whether it was the bonus scheme itself, or the way in which it was applied, that the NUM objected to, Golding said the decision was "not to enter into a similar agreement this year".

See Page 8
Industrial action ballot

SA UNION of Journalists members at Times Media Ltd, Argus and the SA Press Association yesterday voted 250-237 in an 80% poll in favour of industrial action following a failure to reach agreement in wage negotiations. Argus journalists voted 177-156 in favour of industrial action, TML journalists 58-63 and Sapa journalists 13-10 for a settlement. A union spokesman said the union would meet managements of the three companies today.
GOVERNMENT GAZETTE, 31 JANUARY 1992
No. 13745 73

(d) Geweeide meltonstowwe. (Item 307.08/51.12/01.00.)
(e) Rubberlateks. (Item 307.09/40.05/01.00.)
(f) Sweandummers. (Item 308.01/38.08/01.00.)
(g) Vinylichloriedrilmere, in film, vel of reep, met 'n dikte van hoogstens 0,5 mm, vir die vervaardiging van nagemaakte lakleer. (Item 308.01/39.19/01.00.)
(h) Vinylichloriedrilmere, in film, vel of reep, met 'n dikte van hoogstens 0,5 mm, vir die vervaardiging van nagemaakte lakleer. (Item 308.01/39.20/01.00.)
(i) Sulfuroidframe, vir die vervaardiging van sierleer- goedere en -handsakke. (Item 308.02/39.26/01.00.)
(j) Rubberkleefstof. (Item 308.02/40.05/01.00.)

[RHN-verw. T5/1/2 (910465)
(Mnr. G. E. Rudman)]

Applicant:
Die Kommissaris van Doeane en Aksyns, Privaat Sak X47, Pretoria, 0001.

Algemeen:
Skraping van tariefsubpos 1001.90.20 deur die voorsienings by tariepos 10.01 te vervang deur die volgende:

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[RHN-verw. T5/2/23/1 (910391)
(Mnr. J. M. van der Merwe)]

Applicant:
Die Kommissaris van Doeane en Aksyns, Privaat Sak X47, Pretoria, 0001.

Lys 2/92 is by Algemene Kennisgewing 75 van 24 Januarie 1992 gepubliseer.
(31 Januarie 1992)

RAADSKENNISGEWINGS

RAADSKENNISGEWING 5 VAN 1992

AANSOEK-EN JAARGELDE BETAALBAAR DEUR PERSONE GEREGERIETREER KRAGTENS DIE WET OP DIE INGENieurWSWESEPROFESSIE VAN SUID-AFRIKA, 1990 (WET 114 VAN 1990)

Die Suid-Afrikaanse Raad vir Ingenieurswese maak hierby bekend dat hy, kragsens artikel 6 (1) (g) van die Wet op die Ingenieursweseprofessie van Suid-Afrika, 1990 (Wet 114 van 1990), die gelde voorgeskryf en die bepaling nie uitgevaarig het soos in die Bylae uiteengesit.

BYLAE

1. In hierdie Bylae beteken “Kennisgewing” die kennisgewing wat kragsens artikel 6 (4) van die Wet op die Ingenieursweseprofessie van Suid-Afrika, 1990 (Wet 114 van 1990), in Staatskoperant No. 13228 onder Raadskennisgewing 67 van 17 Mei 1991 gepubliseer is.

(d) Woven melton fabrics. (Item 307.08/51.12/01.00.)
(e) Rubber latex. (Item 307.09/40.05/01.00.)
(f) Fungicides. (Item 308.01/38.08/01.00.)
(g) Vinyl chloride polymers, in film, sheet or strip, of a thickness not exceeding 0,5 mm, for the manufacture of imitation patent leather. (Item 308.01/39.19/01.00.)
(h) Vinyl chloride polymers, in film, sheet or strip, of a thickness not exceeding 0,5 mm, for the manufacture of imitation patent leather. (Item 308.01/39.20/01.00.)
(i) Celluloid frames, for the manufacture of fancy leather goods and handbags. (Item 308.02/39.26/01.00.)
(j) Rubber adhesive. (Item 308.02/40.05/01.00.)

[RHN-verw. T5/1/2 (910465)
(Mnr. G. E. Rudman)]

Applicant:
The Commissioner for Customs and Excise, Private Bag X47, Pretoria, 0001.

General:
Deletion of tariff subheading 1001.90.20 by the substitution for the provisions under tariff heading 10.01 or the following:

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[BTI Ref. T5/2/23/1 (910391)
(Mr J. M. van der Merwe)]

Applicant:
The Commissioner for Customs and Excise, Private Bag X47, Pretoria, 0001.

List 2/92 was published under General Notice 75 of 24 January 1992.
(31 January 1992)

BOARD NOTICES

BOARD NOTICE 5 OF 1992

APPLICATION AND ANNUAL FEES PAYABLE BY PERSONS REGISTERED IN TERMS OF THE ENGINEERING PROFESSION OF SOUTH AFRICA ACT, 1990 (ACT 114 OF 1990)

The Engineering Council of South Africa does hereby make known that, in terms of section 6 (1) (g) of the Engineering Profession of South Africa Act, 1990 (Act 114 of 1990), it has prescribed the fees and made the provisions set out in the Schedule hereto.

SCHEDULE

7. Klousule 5 van die Kennisgewing word hierby
gewysig deur klousulenommer "5," deur nommer "4,"
te vervang.

8. Klousule 6 van die Kennisgewing word hierby
gewysig deur klousulenommer "6," deur nommer "5,"
te vervang.

9. Die wysigings vervat in hierdie Kennisgewing tree
in werking op 1 April 1992, en is van toepassing op die
1992/93-boekjaar en daaropvolgende boekjare.

(31 Januarie 1992)

RAADSKENNISGEWING 6 VAN 1992
REGSTELLINGSKENNISGEWING
RAAD OP BESOLDIGING EN DIENSOORDELE
VAN STADSKLERKE

Ek, Jacobus Venter, Waarnemende Sekretaris van
die Raad op Besoldiging en Diensvoordele van
Stadsklerke, handelende kragtens magtiging deur die
gemeinde raad aan my verleen ingevolge artikel 8 (2)
van die Wet op die Besoldiging van Stadsklerke, 1984
(Wet No. 115 van 1984), wysig hierby Blyae A by
Goewermentskennisgewing No. R. 1153 van 29 Mei
1987 met ingang van 1 Julie 1986 deur—

(a) die woord “ Munster” waar dit in die kolom vir
Natal onder Graad 4 voorkom, te skrap; en

(b) die woord “ Munster” na die woord “Melmoth” in
die kolom vir Natal onder Graad 3 in te voeg.

J. VENTER,
Waarnemende Sekretaris.

(31 Januarie 1992)

RAADSKENNISGEWING 7 VAN 1992
WYSIGING VAN INDELING VAN PLAASLIKE OWER-
HEDE VOLGENS GRADE INGEVOLGE DIE WET OP
DIE BESOLDIGING VAN STADSKLERKE, 1984

Ek, Jacobus Venter, Waarnemende Sekretaris van
die Raad op die Besoldiging en Diensoordele van
Stadsklerke handelende kragtens magtiging deur die
gemeinde raad aan my verleen ingevolge artikel 8 (2)
van die Wet op die Besoldiging van Stadsklerke, 1984
(Wet No. 115 van 1984), wysig hierby Blyae A by
Goewermentskennisgewing R. 1153 van 29 Mei 1987
soos volg:

(i) Met ingang van 1 Oktober 1991:

1. Deur—

(a) die woord “Calitzdorp” waar dit in die kolom vir
die Kaapprovinsie onder Graad 3 voorkom, te skrap; en

(b) die woord “Calitzdorp” na die woord “Britstown”
in die kolom vir die Kaapprovinsie onder Graad 4 in te
voeg.

J. VENTER,
Waarnemende Sekretaris.

(31 Januarie 1992)

7. Clause 5 of the Notice is hereby amended by the
substitution for the clause number "5," of the number
"4."

8. Clause 6 of the Notice is hereby amended by the
substitution for the clause number "6," of the number
"5."

9. The amendments contained in this Notice come
into operation on 1 April 1992, and applies in respect
of the 1992/93 financial year and subsequent financial
years.

(31 Januarie 1992)
Within days of the State President praising, in his opening address to parliament, last year’s profit and productivity-linked mining wage agreement as far-sighted, the National Union of Mineworkers (NUM) announced that it will pull out of the deal.

The miners are essentially warning employers that they should not be regarded as a soft touch, which is how the rank-and-file evidently perceive their leadership and have told them so.

The choice of Kgalema Motlanthe as acting general-secretary is symbolic of the present mood. Motlanthe, a socialist, was the NUM’s education secretary; he is an ex-Robben Island prisoner who last year served as the first chairman of the ANC’s Witwatersrand branch.

But the NUM’s sudden leftward swing is more apparent than real. This can be inferred from the explanation of the bargaining posture put forward by former acting general-secretary Marcel Golding (now the assistant general-secretary), who stressed that the productivity wage deal runs till June. Much can happen before then.

As Golding puts it, the unhappiness is more to do with employers not having adhered to the agreement. The principle of it has not been rejected.

Golding accused the mining houses of withholding information essential for the bonus scheme to work properly, adding that implementation of the scheme “has caused substantial problems for our members.”

Part of the problem seems to be an inconsistency among the mining houses in applying the agreement. In general employers are dismayed and disappointed; there was hope that the productivity-linked approach would catch on.

Regarding job security, Golding said the union would have to assess the gold price and its impact on the industry. “We recognise the crisis of gold, in terms of its low price, and some of the problems experienced by the industry. But the solutions that are being proposed and the manner in which these are being implemented raise serious concerns.”

The union decided on that basis to review its position and advised its negotiators not to participate in the scheme. “But you must understand the scheme only comes to an end in June when we have to enter a new wage deal. As the negotiations unfold, we will have to see what other mechanisms we can use to try to augment workers’ wages.”

The pragmatic approach pioneered in NUM by former general-secretary Cyril Ramaphosa remains intact at the top. The leaders know they must find the best compromise between earnings and job security. But they agree with their members’ complaint that the base increase of 5% agreed last June is too low. It is further questioned by the members whether they can have much control over productivity in order to make any impact on their earnings.

Yet there remains a great deal of scope for creative bargaining, says labour consultant Pat Stone. It’s possible, for example, that this year’s compromise might take the form of a slightly higher base increase and better information disclosure, but with the pay rise still linked to productivity.
Demotivated staff demand 16%

Urgent talks to avert bank strike

LAST-MINUTE negotiations have taken place to avert a strike by more than 18,500 First National Bank employees, which could close branches throughout the country.

The results of a strike ballot by members of the SA Society of Bank Officials - the country's oldest and biggest banking-sector union - were due to be announced yesterday.

Union general secretary Mr Ben Smith was locked in last-minute negotiations with management yesterday, according to a union spokesman.

Earlier Smith said he was confident workers would vote in favour of taking some form of industrial action.

The union accused the bank of "demotivating" its 25,000 employees by failing to keep a five-year-old "payment-on-performance" agreement and adopting a "market-related" policy for pay increases.

The members of the 38,000-strong union are demanding an increase of 16 percent based on performance.

The management is offering 13 percent.

First National Bank senior general manager Mr Jimmy Mackenzie said although he did not believe workers would vote to take industrial action, if there was "total support" for a strike, the bank would have no option but to close, review the situation and take necessary steps.

Smith said employees felt "cheated".

"The bank vowed not to move the goalposts if their staff achieved outstanding results. Our members accepted the challenge and have produced record profits for four consecutive years," Smith said.

Last year was another record year with bank profits rising 16.8 percent from R329.8 million to R385.1 million, Smith said.
Business leaders to meet on jobs need

MARC HASENFUS, Business Staff

PREVENTING further hikes in the current rate of unemployment in the Western Cape will demand the creation of 30,000 new jobs a year, Wesgro executive director Dr David Bridgman said.

About 350 economic and civic leaders will meet on March 17 to discuss unemployment and other economic problems in the Western Cape, and to identify needs and define strategy initiatives to accelerate the development of the region's economy during the next decade.

The meeting, lead by 15 top regional business, labour, community and civic leaders, will meet under the auspices of the "Growing the Cape" project.

"The project could not expect to achieve success without the political developments from February, 1990, to Codesa. On the back of an emerging political consensus we must build a Coalition for regional growth," said Mr Bridgman.

The meeting would address a range of issues that had been researched and identified over the past year, including improving competitiveness of Cape business, housing delivery and urban development, black economic advancements, poverty alleviation and the institutional and financial environment for regional development.

Small Business Development Corporation regional head Mr Wolfgang Thomas said the region's considerable economic potential was no longer disputed and that the mantle of a stagnating giant had been shrugged off.

"Yet there is nothing automatic about the Cape's attractive growth prospects: Only hard work by entrepreneurs, workers, local business and community leaders can activate that potential and help create sufficient jobs and improve the quality of life for all."
Retailers negotiate over provident fund

TWENTY major employers in the retail industry are negotiating a national provident fund with the 100,000 strong SA Commercial, Catering and Allied Workers' Union (Saccawu), says Saccawu assistant general secretary Kaiser Tshibedi.

The talks are the result of a Saccawu initiative to involve the entire industry in setting up the fund.

The employers, who have grouped together in a Participating Employers Association, include Checkers, Clicks, Edgars, OK Bazaars, Pick 'n Pay, Fouchard, CNA, Gallo, Ackermans, Pep Stores, the Beares Group, Game, Metro Cash and Carry, Morkels and SA Druggists. Other retail employers, who were originally involved in discussions around the proposed national provident fund, have pulled out at this stage.

The major problems were whether to make membership of the fund compulsory and whether to merge existing funds into the new national fund. The employers are adamant that membership should be voluntary and that the new fund should run parallel with existing ones, says employer spokesman John Corlett.

Tshibedi argues that Saccawu members should join the fund and that existing funds should be "collapsed" into the national fund.

The companies involved employ about 80,000 people.

The existence of this new negotiating forum does not address the question of whether an industrial council could be established in the retail trade. Colette said yesterday the diverse nature of the industry militated against the formation of a council and the issue "wasn't even on the agenda". Tshibedi said while an industrial council was desirable in the industry, Saccawu was concerned only with the provident fund issue at the moment.

Meanwhile, Checkers is asking for the setting aside tomorrow of an industrial court order that "proper consultation" take place between the company and Saccawu before retrenching workers.

Nearly three weeks ago Saccawu sought urgent relief from the industrial court to stop Checkers retrenching workers in a store it had closed. In a ground-breaking ruling, relief was granted and Checkers was obliged to consult Saccawu before retrenchments could take place.

This has apparently sparked a wave of applications from unions seeking to halt retrenchments.

A source said there had been nearly 60 hours of consultation and Checkers now wanted the order set aside. A Saccawu spokesman said the union would oppose Checkers' application.
Workers left without salaries

By IKE MOTSAPI

Workers of a Johannesburg company were left stranded by their boss when he allegedly disappeared without paying them.

The 35 workers, all employed by White Rose Plastics, yesterday told Sowetan that they had not been paid their January salaries and their December 1991 bonuses.

Miss Philippine Marole of Soweto, who had been with the company for a year, said she was told by her boss, Mr. Brian Hallat, not to report for duty again last Friday.

She said: "Hallat said he did not want to see my face at his Roberts ville premises again.

"He told me that I should come and collect what is due to me on Monday."

"When I went there on Tuesday I met other staff members who told me they had been asked to report on Wednesday.

"When we arrived on Wednesday we found that all the gates had been locked.

"We were told by people working at a company next door that machinery belonging to White Rose Plastics had been sold and removed."

Another worker, Ms. Gladys Maseko, said 15 staff members hired a minibus taxi to Hallat's house in Bryanston.

Hallat's domestic worker told them she last saw him on Tuesday, when he left with his family saying they were going to have dinner at a sister's house.

"He has not returned," Maseko added.

Hallat's domestic worker, Ms. Grace Thokong, confirmed to Sowetan she had last seen him on Tuesday.

She said: "He owes me a lot of money and has also not paid me my January salary."

The 35 workers have sought legal advice.

Sowetan tried unsuccessfully to locate Hallat.
Average wage increases decline to 16.1%  

Own Correspondent  
Johannesburg. — Average wage increases have steadily declined from 17.9% in 1988 to 16.1% in 1991 and the national average settlement this year is likely to be between 13% and 14%, labour consultant Andrew Levy's latest wage settlement survey shows.

In the second half of last year, the average level of settlement was 15.3%.

Industrial action featured in 63% of negotiations monitored, and the use of go-slow increased to 34% of the action monitored, as against 22% previously.

Overtime bans were also a favoured union tactic, the report said.

Whereas the 1980s were dominated by "pattern bargaining" — where negotiators tend to follow national and sectoral trends rather than hammering out agreements specific to local needs — the 1990s were likely to see shifts towards "effort-reward bargaining", where issues such as labour productivity and the trade off between jobs and wages could be more decisive.

At least 3.8 million man-days were lost last year, demonstrating a sharp rise in the industrial unrest on the last six months.

This annual figure should be compared with a total of just over 4 million man-days in 1990 and 3.09 million lost in 1989.
Tax rebates withdrawn

CAPE TOWN — Sports sponsors will no longer be eligible for tax rebates as SA's readmission into the international sporting arena gains momentum.

Finance Minister Barend du Plessis and National Education Minister Louis Pienaar said the incentive scheme introduced in 1988 would now fall away.

Sponsors were offered tax rebates of up to 80%.

The Ministers said their departments had been inundated with applications for sponsorships.

"We are experiencing the total collapse of boycotts, resulting in a flood of applications which make unrealistic demands on state funds through tax concessions," they said.

The Ministers said prospective sponsors could still benefit from tax breaks of up to 49% through advertising in sports events. — Sapa 17/12/1992

Pay rises shrink each year

AVERAGE wage increases have steadily declined from 17.9% in 1988 to 16.1% in 1991 and the national average settlement this year is likely to be between 13% and 14%, labour consultant Andrew Levy's latest wage settlement survey shows.

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Productivity

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The report said settlements in the mining and metal industries last year "exploded the myth that there is some inherent right for wages to automatically keep pace with inflation, irrespective of the state of the industry."

This year Levy expects a critical issue for wage bargainers will be the control of government expenditure and the restructuring of the private sector — and the effect these will have on employment.

A social contract at a national level, the report argues, could trade responsible wage bargaining for greater responsibility over job security, training and development.

In addition, alternative benefit programmes designed to meet the specific needs of union members and allowing greater participation of the unions in their management, will be important.

In this sphere, unions will "seek schemes that provide for savings that are available in times of emergency" and where they are represented by "individuals they have come to trust".
Pay rises 'lower than inflation'

WORKERS are likely to receive below-inflation wage increases while retrenchments in almost every sector are set to grow, according to the results of a survey of 76 companies by Gavin Brown and Associates' Erica Jankowitz.

Estimated wage increases this year ranged from 8% to 17% against inflation estimates of 11.5% to 14%.

Many companies said productivity and flexibility would have to be conceded for wage increases.

Although short time was being worked in a number of companies and natural attrition was cutting jobs, many companies said that if the recession bottomed out this year they hoped to keep job losses to a minimum.

Jankowitz said unions were moving away from across-the-board percentage wage increases to a more sophisticated percentage or cash amount demand.

According to the survey, the major issues on union agendas this year, other than wages, were:

- Job security including a moratorium on retrenchments, no subcontracting, no temporary workers, a reduction in overtime and retraining instead of retrenching;
- Training programmes to be negotiated including reskilling, literacy and numeracy training;
- Disclosure of financial information, especially if productivity deals were signed;
- Centralisation of bargaining;
- Housing subsidies and allowances; and
- Taxation demands around the VAT controversy.

Major issues for employers included flexibility clauses, merit increases and productivity.

On productivity, employers would want to decrease absenteeism, increase production quotas, introduce incentives and cut down on wastage, Jankowitz said.
Getting the office in harmony

By MONDLI MAKAHNYA

The obscure phrase of “harmonisation of working conditions” is set to become employers’ new headache.

As unions demand diversify, this issue is likely to keep popping up at negotiations. The latest issue of Bargaining Monitor, a Labour journal produced by the Labour Research Service (LRS) which researches on behalf of the giant Congress of South African Trade Unions and is therefore influential in the federation’s policy decision, puts forward an argument for the uniform treatment of all company employees from chief executive to kitchen cleaner.

If it were to be implemented everybody would eat in the same canteen, use the same parking lots, have the same benefits and wear the same uniforms, where appropriate.

Many companies in the Nordic countries, Germany and Japan have started moving in this direction. The argument behind it is that workers tend to be more productive where conditions have been uniform than where discrepancies exist.

The only local company where it has been successfully attempted was Cashbuild, under the directorship of Albert Koopman. But much criticism has been levelled at the top-down manner in which Koopman implemented the programme.

Most local corporations have never heard of the concept, never mind begin debating it. What is at the top of the corporate agenda is equalising benefits between black and white employees.

Although no deliberate programme of harmonisation has been embarked upon in the headquarters or major South African corporations, conditions are more or less uniform because the head offices are overwhelmingly staffed by white-collar employees.

But even then, there are still inequalities depending on rank in the company hierarchy. For instance one bank’s executive directors have a separate lift from the rest of the staff which takes them directly to the seventh floor.

Even progressive companies have not yet looked at the issue. In companies such as PG Bison and Johnson and Johnson the emphasis is still on participative management — drawing worker representatives on to the board.

This may be because unions themselves have not pushed hard enough for it. LRS director Daisie Moodley attributes this to the fact that unions still see themselves solely as vehicles for mobilising blue-collar workers around bread-and-butter issues.

“Once they get past this hurdle, then they’ll start putting this issue on the agenda.”

But Koopman — while also blaming unions — differs: “The unions see it as a threat to their power base. They want to have control over the organisation of employees and when you harmonise working conditions you undermine that power.”

But even when the issue does finally prop up at bargaining forums there is likely to be resistance from the “suits” — executives.

“I think South African capitalists will not take kindly to it,” says Moodley. “They will need lots of reconditioning before they accept it.”

Anglo American human resources director Bobby Godsell argues that while the corporation identifies the need for uniformity, different levels of skill have to be recognised. He refers to Mikhail Gorbachev’s book Perestroika which attributed the failure of the Soviet Union to the “mindless pursuit of equality”.

“You just have to recognise the different levels of responsibility. Even the unions do so and that is why they negotiate different wage packages for different categories.”
Security men agree on levy

SHOPT stewards in the contract security industry decided at a national meeting to recommend to security guards that they pay the R68 annual registration levy for 1973, the Transport and General Workers' Union said yesterday.

A TGWU statement said the recommendation was subject to a thorough review of levies within the Security Officers Board's office if it was restructured in accordance with the proposed amendments to the Security Officers Act.

"The union members will reserve their right to withhold the next round of levies should they find the existence and operations of the board to be contrary to their interests as security officers."

The recommendation to pay the levy was backed by the union in a decision to step up its campaign for the establishment of an industrial council for the security industry.

"TGWU sees the establishment of an industrial council as the only solution to the shocking wages and working conditions in the industry where the minimum wage in some areas is less than R400 per month."

The meeting further agreed that TGWU should urgently meet the Security Officers Board in order to discuss the contents of a code of conduct for security officers which has been proposed by the board.

The union would propose that security officers be prohibited by the code from engaging in unauthorised or illegal surveillance activities and that they would not participate in destabilising violent activities.

The proposals stemmed from media exposure of allegations of spying by members of Lodge Security on Saceawu members and also of possible links between Springbok Patrol's training programme and suspected activities by a "third force."

"There are strong suspicions on the part of the union that numerous security companies may be involved in clandestine violent activities."

The recommendations were to be reported back to TGWU's 15,800 security guard membership in its seven branches.

— Sapa.
Checkers weighing up liquidation

Retail sector workers face wage squeeze

Workers in the recession-hit retail and service sector are likely to receive their smallest wage increases in 10 years, most of them below 10%.

OK Bazaars and Southern Sun are offering zero increases in April, their normal implementation date.

And at Checkers the crisis is so great that it is preparing to inform the SA Commercial, Catering and Allied Workers' Union (Saccawu) it is prepared to liquidate the company if the union places obstacles in the way of recovery.

In the retail sector, only market leader Pick ’n Pay appears likely to come anywhere near meeting inflation in its wage increases. Even Woolworths, normally among the top retail payers, is unlikely to want to settle for double-digit percentage increases following its recent poor results.

An OK Bazaars spokesman said OK was prepared to consider a 5% increase in November if the economic situation had improved. A Southern Sun spokesman said it would guarantee a 6% increase in October — half-way through the wage year.

Saccawu, the biggest union in the retail trade with 30,000 members, is demanding a R285 across-the-board increase at OK with a minimum monthly wage of R113. The union has a March 15th cheque and agreement-to-cover-all-workers-

OK Bazaars, which has been experiencing negative sales growth, is prepared, according to Saccawu, to open its books to the union and its auditor.

Saccawu said OK’s zero offer was “a slap in the face”. OK has proposed going straight to mediation on the issue and Saccawu is organising meetings to discuss its response.

In addition, Saccawu is in dispute with OK over the closure of about 50 OK stores and the retrenchment of workers.

More than 10,000 of OK’s 22,000-strong workforce are Saccawu members.

The Southern Sun chain, which is currently involved in a major restructuring programme, has already retrenched several hundred workers.

Saccawu has about 6,000 members out of 9,000 Southern Sun employees.

At Checkers, where wage negotiations have not yet begun, the company is facing another challenge from Saccawu tomorrow in the industrial court over the closure of two more stores.

According to a Checkers source, about 150 stores are currently making a loss. The company has decided to open its books to Saccawu in an attempt to convince the union of the seriousness of the crisis — “a potential national disaster”.

At stake are about 12,000 jobs out of Checkers’ 18,000, according to the source. If Checkers had to go the liquidation route — and it appears the only alternative is for the union to agree to drastic restructuring and flexibility arrangements — the plan would be to buy back the 20 or so profitable stores which employ about 6,000 people.

The ripple effect of Checkers closing shop would affect all its suppliers, and could With reasonable wage increases.

A Saccawu source said Pick ‘n Pay was prepared to meet the union’s demand for a R330 across-the-board increase in exchange for allowing the company the right to transfer workers between stores according to trading demands.

Saccawu said it was taking the issue very seriously, but it appeared that “once again management wants workers to pay for their own profitability crisis”.

Wage squeeze

Create conditions for further job losses.

Underlying the whole crisis in the retail sector, according to employers, is the issue of productivity. Most employers want to trade jobs for agreements to keep wages down, control industrial action and enter into multiselling, productivity and flexibility arrangements to try to keep companies profitable.

Only Pick ‘n Pay, at this stage, seems prepared to try to buy such an agreement.
Pick 'n Pay wage offer

PICK 'n Pay industrial relations GM Frans van der Walt says the company has offered the SA Commercial, Catering and Allied Workers’ Union a R170-a-month across-the-board increase, equivalent to 15.25% overall.

The company would offer an additional increase in exchange for union agreement on transfers between stores where needed, and changing of shift patterns at busy periods. This would help reduce overall expenditure. Van der Walt denied the company had said it would offer R200 a month under these circumstances, as a Saccawu spokesman claimed in a Business Day report yesterday.
Motorvia strike ballot

A BALLOT at Motorvia has yeilded a 90 percent vote in favour of strike action. A strike could cripple this trans-Africa vehicle transport business but also win better working conditions for its employees.

The Transport and General Workers' Union, which is in dispute with the company, alleges that the company reduced its wage offer for drivers, supervisors and pilot drivers.

The initial offer of the company was R345 for long-distance drivers and R375 for pilot drivers and supervisors. The company's revised offer is R293 and R303.
Garlicks retrenches 160 staff

MARC HASENFUSS
Weekend Argus Reporter

DEPARTMENT store Garlicks, which recently sold three branches to the Stuttafords/Greatermans group, has retrenched 160 employees as part of its continuing restructuring.

More than 300 employees have been retrenched at national group level, managing director Mr John Lupton confirmed at the weekend.

Besides Cape Town, the group also has stores in Pretoria, Durban and Johannesburg.

As the group's head office is situated in Adderley Street a large section of the 160 retrenchments in Cape Town are appropriately at white collar level.

Mr Lupton stressed the group was still financially sound. "We have a new management team in place and have the full backing of our shareholders."

He discounted suggestions that department stores days were numbered in South Africa.

He still sees a very viable future for department stores locally. Otherwise, he asked: "Why would Edgars be turning into a department store?"

Mr Lupton does not foresee any radical changes to Garlicks, and said the remaining branches would still operate with a full range of departments.

However, he conceded that there could be minor adjustments as management takes cognisance of consumer changes, especially in the downtown stores.
Bosses dig in on pay rises

PAY TALKS will be tough this year and several companies have proposed no increase.

Labour consultant Gavin Brown says those that have offered no pay increase will review the position later in the year.

"While few employers are likely to stick to this position as talks wear on, it is nevertheless an indication that a great many of them are determined to settle at single-figure percentage increases for 1982."

Settlements are being concluded below the inflation rate, but even if the economy turns around soon, moderate agreements should prevail at least until the end of the year.

Mr Brown says: "There will be a lag of between nine and 18 months before a changed economic climate allows any lessening in wage restraint."

Retrenchment remains a threat for unions in some sectors in spite of huge job losses last year.

Job security demands will therefore be prominent in many sets of talks.

The chances that many productivity deals will be reached do not look good. But the option will increase "as talks move to deadlock and further employer concessions are linked to productivity."

Mr Brown writes in Labour Chronicle: "Against all the economic realities is a mounting anger on the shopfloor over job losses and the inflation rate."

"Coupled with political expectations, the bargaining atmosphere in many companies will have a dangerously low accident threshold."
Lid on wage hikes as recession bites

Business Staff

NEGOTIATED wage increases this year are likely to average between 14 and 15 percent — compared with 16.1 percent in 1991 and 17.4 percent the year before — as an anticipated decline in inflation and the poor state of the economy make their mark.

However, labour relations consultants Andrew Levy and Associates say actual settlements will vary dramatically according to industrial sector and the financial position of employers.

The trend towards variation was seen for the first time last year since robust collective bargaining began in earnest, say the consultants.

The two largest Cosatu-affiliated unions — the National Union of Metalworkers of SA (Numsa) and the National Union of Mineworkers (Num) — accepted their lowest inflation-adjusted increases since the early Eighties and Num regarded its acceptance as a temporary suspension of its national wage policy.

Last year, real wage increases (after allowing for inflation) averaged only 0.3 percent, compared with 2.9 percent in 1990 and 3.1 percent the previous year.

"While a greater realism is certainty to be seen in the wage bargaining process, unions will continue to fight to maintain the living standards of their members," according to AL&A.

"Even with the tough economic backdrop of 1991, there is still a more than 50 percent probability that employers will face industrial action in support of wage demands and a more than 50 percent chance that such action would be in the form of overtime bans or go-slow." The consultants warn that employers can expect union negotiators to step up calls for shorter working hours as the country moves into an era with a greater emphasis on non-discrimination at work.

Firms have successfully resisted such efforts throughout the 1980s on the basis that it would be too costly and in 1989 it was found that 90 percent of workers surveyed still worked a 44-hour week.

However, unions were arguing that there was no reason why unionised workers should work longer hours than non-union employees, many of whom worked 40 hours or less.

At the same time, they claimed — "often with justification" — that better working methods could result in maintained or improved productivity.

The consultants say the "annual hours" approach increasingly adopted in Britain facilitates variation in line with seasonal fluctuation.

For example, gardeners employed by Wrenking district council work an average of 39 hours a week for 7½ months over the summer season, they spend 45 hours a week on duty, their weeks dropping to less than 31 hours for the rest of the year.
Union warning on wage freeze

THE SA Commercial, Catering and Allied Workers' Union (Saccawu) will oppose wage freezes or further restructuring and retrenchments in the hard-hit retail and service sector.

Saccawu assistant general secretary Kajie Thibedi yesterday told a news conference the union would meet employers within two weeks to discuss the formation of a central bargaining forum to deal with all matters affecting workers.

"The wage freeze and planned restructuring and retrenchments in the sector are not acceptable as they represent the most comprehensive attack on workers since the emergence of independent trade unions in the late 1970s," he said.

Thibedi said employers could not resolve the crisis individually.

The union would have no choice but to mobilize its workers if employers did not agree to the formation of the forum and a moratorium on retrenchments, he said.

Workers in the sector are expected to receive their smallest wage increases in 10 years this year, most of them below 10%.

"OK Bazaars and Southern Sun are reportedly to offer zero increases next month."

An OK spokesman has said the company was prepared to consider a 5% increase in November if the economic situation improved.

A Southern Sun spokesman said it would guarantee a 6% increase in October.

Saccawu - the biggest union in the retail trade with 80 000 members - is demanding a R225 across-the-board increase at OK with a minimum monthly wage of R1 113.

It also wants a guaranteed 13th cheque.

Checkers insists telling the union it is prepared to liquidate the company if Saccawu impedes its recovery.

It is making a loss at 130 stores, with 12 000 out of 18 000 jobs at stake.

Productivity underpins the crisis. Most employers want to trade job security for agreements to keep wages down, control industrial action and enter productivity and flexibility arrangements to keep companies profitable.

Thibedi said the union would negotiate such agreements with employers at the central bargaining forum.
Your money must work even harder this year

WITH salary increases likely to lag inflation significantly, employees will have to make their 1992 income work harder than ever before.

Martin McAusland, personal financial planning manager at Price Waterhouse Mayernal, advises all earners to carefully plan their expenditure and investments as most will be living on less money (in real terms) than in 1991.

“Fringe benefits are much the same as cash income now, so people have to look at other areas of maximising the performance of earnings before and after taxation.”

“Companies should assist in this process by appointing compensation committees to ensure that staff are being remunerated as tax-effectively as possible,” he says.

Mr McAusland says individuals should make full use of their subsistence and entertainment allowances, make sure car allowances are raised, split income that is earned outside SA, and take full advantage of retirement annuity and tax-free interest limits.

“Salary-earners and employers should consider dropping traditional medical aid schemes in favour of a combination of catastrophe cover and medical savings schemes.”

“This alternative will become popular as it allows people to provide for their own needs instead of just being a member of a large centralised premium and payout mechanism,” he adds.

Mr McAusland advises anyone depositing money to ensure that the institution being paid complies with the recently introduced Deposit Taking Institutions Act.

On a brighter note, Mr McAusland is confident that interest rates will fall by up to 2 percent during the year, bringing relief for consumers on mortgages, leases, credit cards and instalment credit agreements.”
NEWS IN BRIEF

Sacwu appeals to embassies

THE SA Chemical Workers' Union has asked the US and Australian embassies to help settle a six-week-old strike at Epping engineering company Steeledale Reinforcing and Trading over management's refusal to negotiate wages at plant level. However, both embassies said they did not usually get involved in local disputes.

Steeledale MD Wally Cradock said the company saw no reason why it should be forced to negotiate at plant level by an almost unknown minority union.
Numsa submits demands in 1992 wage negotiations

CAPE TOWN - Core demands for the 1992 wage negotiations in the engineering, motor, auto assembly and tyre industries were submitted by the National Union of Metalworkers of SA on Friday.

Central to this year's talks would be the union's continued demand for a R2 an hour across-the-board increase, said Numsa's secretary for collective bargaining Les Kettleidas.

Other core demands were on job security, and parental, organisational and bargaining rights.

"We expect negotiations to be tough, specifically our demand for an unconditional and unlimited moratorium on retrenchments.

"Numsa is very concerned about its members losing jobs last year it was predicted that 35,000 jobs would go in the metal and engineering industry."

Kettleidas said Numsa would be pressing for a R2, or 25% hourly increase for all in the four industries.

In the motor sector, the union demanded a R4.50 minimum hourly wage, and in engineering, R5.50.

There were about 350,000 workers affected by the metal and engineering talks.

The motor council negotiations involved about 200,000 workers, the new tyre manufacturing industry another 12,000 and the national bargaining forum in the auto industry, 25,000.

Demands on workers' rights included allowing union members 10 hours each month to meet on company premises.

"This is essential for the process of negotiations where representatives must report back to workers and get mandates. Shop stewards should be given at least 28 days paid leave a year for training so they, like employers' industrial relations representatives, could be educated about labour relations."

Numsa also demanded the right to strike and picket without fear of dismissal.

"We also want a code of practice agreed to on finding discrimination in employment practices. While apartheid may have been scrapped from the statutes, there is still a lot of discrimination.

Numsa also wanted all bargaining in the engineering sector to be centralised, with existing house agreements being drawn into the national industrial agreement, he said. - Sapa."
White workers demand 20% pay increase

By DREW FORREST

The 70,000-strong Confederation of Metal and Building Unions—the prime representative of white metalworkers—has called for a 20 percent rise in actual wages in annual metal industry negotiations.

Other CMBU demands tabled in the country's most important industrial council talks are for increased overtime rates (double-time for overtime in excess of 20 hours as against the current time and a half; one month's paid holiday leave, calculated on actual rates; two weeks' severance pay a year of service (it currently stands at one week); and a higher employer contribution to the industry's pension fund to facilitate a lowering of the pensionable age from 65 to 60 years.

The National Council of Trade Unions' largest metal affiliate, the Metal and Electrical Workers' Union, wants R6-an-hour at the bottom of the scale—it is currently R4.70—and a guaranteed personal increase of R1.50.

In common with the National Union of Metalworkers, it has also demanded a retraining and a moratorium and a 40-hour working week.

The employer body, the Steel and Engineering Industries Federation, has tabled four counter-demands with minor technical implications.
BYLAE

NYWERHEIDSRAAD VIR DIE JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP)

OREEKNOMS

oreeekomstig die Wet op Arbeidsvermelding, 1956, gestuit deur en aangegaan tussen die

Cape Jewellery Manufacturers' Association

(hierdie die “werkgevers” of die “werkgewerorganisasie” genoem), aan die een kant, en die

Jewellers' and Goldsmiths' Union

(hierdie die “werknomers” of die “vakvereniging” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Juweliersware- en Edelmetaalnywerheid (Kaap),

om die Hoofoordeel, gepubliceer by Goewermentskennisgewing R. 1139 van 8 Junie 1984, soos gewysig en her-

nieu by Goewermentskennisgewing R. 2070 van 26 September 1986, R. 107 van 16 Januarie 1987, R. 146 van 30


1991, te wysig.

1. TOEPASSINGSBESTEK VAN OOREEKNOMS

(1) Hierdie Ooreekoms moet in die Juweliersware- en Edelmetaalnywerheid (Kaap) nagekom word—

(a) deur alle werkgevers wat lede is van die werkgewerorganisasie en deur alle werknomers wat lede is van die

vakvereniging;

(b) in die landdrosdistrik Die Kaap, uitgesonderdaard gedeeltes wat voor 24 Oktober 1956 en 9 Maart 1973 (Goew-

ermentskennisgewings No. 1559 van 24 Oktober 1958 en 173 van 9 Februarie 1973), binne die landdrosdistrik Wyn-

berg gevalt het, maar met inbegrip van daardie gedeeltes van die landdrosdistrik Goodwood wat voor 3 Oktober 1975 en 12

Desember 1980 (Goewermentskennisgewings Nos. 1882 van 3 Oktober 1975 en 2536 van 12 Desember 1980) binne die

landdrosdistrik Die Kaap gevalt het.

(2) Ondanks subklosule (1) is hierdie Ooreekoms van toepassing—

(a) elg op werknomers vir wie lone in hierdie Ooreekoms voorgestryf word en op die werkgewers van sodanige

werknomers;

(b) op vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak

wat daaraangetig is aangegaan of 'n voorwaarde wat daaraangetig is nie.

2. KLOUSULE 6: INDELING VAN WERK EN GEWONE MINIMUM LONEN VIER GEWONE WERKURE

Vervang klosule 6 deur die volgende:

“Die minimum weeklone wat 'n werkgever aan elkeen van ondergoenoede klasse werknomers moet betaal, is soos volg:

A: VAKMAN-SERVEER
Enigeen of meer van die volgende werkseamese ongeag die groep of groep waarin die hulle werk wat:

<table>
<thead>
<tr>
<th>Klasse werk</th>
<th>Weeklloon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Groep 1—Monteer- en/of edelmetaalwerk:</td>
<td></td>
</tr>
<tr>
<td>(i) Edelmetale legeretisch ...............</td>
<td>360,00</td>
</tr>
<tr>
<td>(ii) Met die hand monteer, met of sonder gebruik van handgereedskap ...............</td>
<td>360,00</td>
</tr>
</tbody>
</table>

GROUP 1—Mount and/or precious metal working:

(i) Alloying precious metals ............... 360,00

(ii) Assembling by hand, with or without making use of hand tools ............... 360,00

SCHEDULE

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE)

AGREEMENT

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

Cape Jewellery Manufacturers' Association

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

Jewellers' and Goldsmiths' Union

(hereinafter referred to as the “employees” or the “trade union”), of the other part, being the parties to the Industrial Council for the Jewellery and Precious Metal Industry (Cape),


1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Jewellery and Precious Metal Industry Cape—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the

trade union;

(b) in the Magisterial District of The Cape, excluding those portions which, prior to 3 October 1975 and 9 March 1973 (Government Notices Nos. 1559 of 24 October 1958 and 173 of 9 Februarie 1973), fell within the Magisterial District of Wyn-

berg, but including those portions of the Magisterial District of Goodwood which, prior to 3 October 1975 and 12 December 1980 (Government Notices Nos. 1882 of 3 October 1975 and 2536 of 12 December 1980), fell within the Magisterial District of The Cape.

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

(a) apply only to employees for whom wages are pre-

scribed in this Agreement, and to the employers of such employees;

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any condition fixed thereunder.

2. CLAUSE 6: CLASSIFICATION OF WORK AND ORDINARY MINIMUM WAGES FOR ORDINARY HOURS OF WORK

Substitute the following for clause 6:

“The minimum weekly wages which shall be paid by an employer to each employee of the aforementioned classes of his employees shall be as follows:

A: JOURNEYMAN'S WORK

Any one or more of the following operations, irrespective of the group or groups in which they appear:

<table>
<thead>
<tr>
<th>Classes of work</th>
<th>Weekly wage</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Groep 1—Monteer- en/of edelmetaalwerk:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Edelmetale legeretisch ...............</td>
<td>360,00</td>
<td></td>
</tr>
<tr>
<td>(ii) Met die hand monteer, met of sonder gebruik van handgereedskap ...............</td>
<td>360,00</td>
<td></td>
</tr>
<tr>
<td>GROUP 1—Mount and/or precious metal working:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Alloying precious metals ...............</td>
<td>360,00</td>
<td></td>
</tr>
<tr>
<td>(ii) Assembling by hand, with or without making use of hand tools ...............</td>
<td>360,00</td>
<td></td>
</tr>
<tr>
<td>Klasse werk</td>
<td>Weekloon</td>
<td>Classes of work</td>
</tr>
<tr>
<td>-------------</td>
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<td>----------------</td>
</tr>
<tr>
<td>(iii) Metaal met die hand fatsoeneer deur dit te buig, te vou en/of te manipuleer ..........</td>
<td>360,00</td>
<td>(iii) Bending, plying and/or manipulating metal to shape by hand</td>
</tr>
<tr>
<td>(iv) Vorms vir die giet van edelmetale maak en/of berei, maar uitgesonderd die berei- ding van vorms vir die giet van gewone gietblokke van edelmetaal .........................</td>
<td>360,00</td>
<td>(iv) Making and/or preparing for use moulds for casting precious metals, but not including preparing for use moulds for casting plain ingots of precious metals ..........</td>
</tr>
<tr>
<td>(v) Metaal sny as 'n werk wat voortvloei uit die werk wat deur die bepaalde vakman verrig word ........................................</td>
<td>360,00</td>
<td>(v) Cutting metal incidental to the work being performed by the particular journeyman ..</td>
</tr>
<tr>
<td>(vi) Booark werk deur middel van handgereedskap (met inbegrip van 'n boor met 'n buis van skag) of met 'n elektries aangedrewe handboor ...........................................</td>
<td>360,00</td>
<td>(vi) Drilling by means of a hand drill (including flexible shaft drill) or by means of electrically operated hand drill .................</td>
</tr>
<tr>
<td>(vii) Metaal met 'n handvul vly ........................................</td>
<td>360,00</td>
<td>(vii) Filling metal with hand file .......................</td>
</tr>
<tr>
<td>(viii) Metaal met 'n handhammer of ander handgereedskap uitklop ...........................................</td>
<td>360,00</td>
<td>(viii) Hammering metal with hand-operated hammer or any other hand tool ................</td>
</tr>
<tr>
<td>(ix) Draaibankwerk ..................................................</td>
<td>360,00</td>
<td>(ix) Lathe turning ........................................</td>
</tr>
<tr>
<td>(x) Metaal berei vir trekgyp of charnier (maar uitgesonderd die trek daarvan deur trek- plate) .................................................................</td>
<td>360,00</td>
<td>(x) Preparing metal for drawing tube or charnier (but not including the drawing thereof through draw plate) .................................</td>
</tr>
<tr>
<td>(xi) Ponswerk met 'n handpons of ander handgereedskap of -instrument ........................</td>
<td>360,00</td>
<td>(xi) Punching with hand punch or with any other hand tool or instrument ........................</td>
</tr>
<tr>
<td>(xii) 'n Vervoudigde artikel of 'n gedeelte daarvan herstel en/of verander .................................</td>
<td>360,00</td>
<td>(xii) Repairing and/or altering any manufactured article or part of any such article ........</td>
</tr>
<tr>
<td>(xiii) Metaal met 'n figuursaag saag ....................................</td>
<td>360,00</td>
<td>(xiii) Sawing metal with hacksaw .........................</td>
</tr>
<tr>
<td>(xiv) Metaal met die hand en met of sonder die gebruik van handgereedskap en met of sonder die gebruik van 'n blaaspyp sol- deer (afgesien daarvan of sodanige blaaspyp met die mond of met lugdruk in werkend gebrug word) ..................................................</td>
<td>360,00</td>
<td>(xiv) Soldering metal by hand with or without making use of hand tools and with or without making use of blowpipe (whether such blowpipe is operated by mouth or by air under pressure) ..................................................</td>
</tr>
<tr>
<td>(xv) Metaal deur middel van 'n masjienproces soldeer en/of 'n soldeermasjien bedien en/of 'n soldeeraandoon bedien .........................</td>
<td>360,00</td>
<td>(xv) Soldering metal by any machine process and/or operating any soldering machine and/or operating a soldering iron ..................</td>
</tr>
<tr>
<td>(xvi) Spinwerk ..................................................</td>
<td>360,00</td>
<td>(xvi) Spinning ........................................</td>
</tr>
</tbody>
</table>

**Opmerking.**—Die terme “legering” en “edelmetale” word in klousule 3 omskryf.

**GROEP II—Die montering van sierstene:**

(i) Sierstene met die hand, en ook met behulp van handgereedskap, montereer ................ | 360,00 |

(ii) Sierstene deur middel van handstempels en/of-ponse montereer ........................................ | 360,00 |

(iii) Korf- en opsnywerk ........................................ | 360,00 |

**Opmerking.**—Die term “sierstene” word in klousule 3 omskryf.

**GROEP III—Graveerkwerk:**

(i) Met die hand graveer, met inbegrip van die gebruik van handgereedskap ......................... | 360,00 |

(ii) Met 'n masjien graveer .................................... | 360,00 |

**Opmerking.**—Die term “graveerkwerk” word in klousule 3 omskryf.

**GROEP IV—Emaljering:**

Handgeskilderde amaljwerk ........................................ | 360,00 |

**Opmerking.**—Die term “Emaljering” word in klousule 3 omskryf.

**B: AMBAGSMAN SE WERK**

Werk in enge of meer van die volgende ambagte wanneer dit verrig word deur 'n persoon wat in die diens is van 'n werkgever in die Juweliersware-en edelmetalewyndheid en wanneer dit deur die werkgever ondernem word in verband met sy eie werkzaamhede in sodanige Nwyndheid:

**GROUP II—Setting ornamental stones:**

(i) Setting ornamental stones by hand, including making use of hand tools ................ | 360,00 |

(ii) Setting ornamental stones by means of a hand-operated dies and/or punches ........ | 360,00 |

(iii) Carving and cutting up ........................................ | 360,00 |

**Opmerking.**—The term “ornamental stones” is defined in clause 3.

**GROUP III—Engraving:**

(i) Engraving by hand, including making use of any hand tool ........................................ | 360,00 |

(ii) Engraving by operating any machine ........................................ | 360,00 |

**Opmerking.**—The term “engraving” is defined in clause 3.

**GROUP IV—Enamelling:**

(i) Hand-painted enamelling ........................................ | 360,00 |

**Opmerking.**—The term “enamelling” is defined in clause 3.

**B: ARTISAN’S WORK**

Work in any one of the following trades when performed by a person in the employ of an employer engages in the Jewellery and Precious Metal Industry, and when undertaken by the employer in connection with his own activities therein:
C: WERKMAN (GRAAD A) SE WERK

Enige van die volgende werkzaamhede:

(i) Spinwerk in verband met onedelmetale ....................................... 360,00
(ii) Sierwerk met onedelmetale .................................................. 360,00
(iii) Kopersmidwerk .............................................................. 360,00
(iv) Die maak van stempels en/of seimate en/of gereedskape en/of mate .................................................. 360,00
(v) Elektrogneushouwerk en/of installering ............................................. 360,00
(vi) Monteer- en/of draaiwerk en/of masjienwerk en/of presisyenswerk .................................................. 360,00
(vii) Die maak en/of herstel van instrumente ............................................. 360,00
(viii) Die opstel van masjienergereedskape .................................................. 360,00
(ix) Timmermanswerk ............................................................. 360,00
(x) Mejaiendraaiwerk ............................................................. 360,00
(xi) Graveer- en/of stempelsnywer ..................................................... 360,00

D: WERKMAN (GRAAD B) SE WERK

Alle werkzaamhede in verband met die waslaag proses, uitsonder die genoem onder klusule 6J (Vakman se werk), word in een kategorie saamgevat as gips- en waslaagwerkzaamhede en bestaan uit die volgende:

(i) Gesmelte was met die hand en/of 'n masjien in vorms inspuit; .................................................. 115,00
(ii) Hoeveelhede gips afmeet en meng en dit met behulp van 'n masjien verwyder; .................................................. 150,00
(iii) Gipsmengsel in 'n vloeibare vorm met die hand en/of masjien giet in kanne en/of houers waarin kers, gietvertakkings of gietkanaale aangebring en/of geplaat; .................................................. 185,00
(iv) Wasmodekerns, gietvertakkings of gietkanaal maak of bou en dit in kanne en/of houers in posisie plass; .................................................. 220,00
(v) Wasmodele uit vorms uitwerp en/of uittig en/of uit-haal; .................................................. 185,00
(vi) "Baarde", "vinne" en/of onreeëmalighede aan wasmodele afwerk en/of verwyder; .................................................. 115,00
(vii) Bereiding, vulkanisering en droging van gietvorms; .................................................. 159,00

Note. — The terms "assembling" and "pre-formed jewellery" are defined in clause 3.

D: OPERATIVE WORK (GRADE B)

All operations in connection with the lost-wax process of casting, other than those enumerated under clause 6J (Mould Cutters), are amalgamated into one category as plaster and lost-wax operations and are as follows:

(i) Injecting molten wax into moulds by hand and/or mechanical means; .................................................. 115,00
(ii) Measuring quantity of and mixing plaster, including the evacuation of same by mechanical means; .................................................. 133,00
(iii) Pouring by hand and/or mechanical means liquid plaster mixture into cans and/or containers into which cores, trees or sprues have been fitted and/or placed; .................................................. 159,00
(iv) Making or building wax pattern cores, trees or sprues and positioning same in cans and/or containers; .................................................. 194,00
(v) Elevating and/or lifting, and/or taking wax patterns from moulds; .................................................. 194,00
(vi) Trimming and/or removing "leather", "flash" and/or irregularities on wax patterns; .................................................. 194,00
(vii) Preparing, vulcanising and curing of moulds; .................................................. 194,00
E: WERKMAN (GRADE C) SE WERK

Enigeen of meer van die volgende werkzaamhede:

(i) Verguld-, plateer- en skuunerwerk met rubberwiele of papier, hetse met die hand of met 'n masjien (met inbegrif van 'n buigsame as) en/of sandbestrating;
(ii) persenvywerk, persenvorswerk en/of persbosselwerk;
(iii) die skoonmaak en/of was van juweliersware;
(iv) die uitgoei en trek van soliede draad; en/of trekpye of chamiers (in teenstelling met die bereiding van metaal vir trekpye of chamiers, wat binne die bestek van 'n vakman se werk val);
(v) rollers voer en/of mate gebruik;
(vi) ongedeelde en/of van edelmetale opsmy en dit smelt, giet en in gewone gietstokkie gooi;
(vii) die vassit en/of vul van artikels in sement, was, skellak en/of ander sementeerstof vir graveerwerk, montereer- of masjiendraaiwerk;
(viii) die afstempeling van gehalte-, identifikasie-, regissie-, naam-, patent-, datum- en/of karaatmerke;
(ix) die verguisig en maal van emalley tot 'n fyn poeier en die was van gepoëierde emalley vir die werkzaamhede van graad 1;
(x) sierstene, pêrels of ander sierwerk vaslym in of op juweliersware, sonder die gebruik van handgereedskap, in die finale produkstadiums.

Weekloon
R
Gedurende die eerste jaar ondervinding............. 115,00
Gedurende die tweede jaar ondervinding.............. 128,00
Gedurende die derde jaar ondervinding............... 153,00
Daarna........................................ 176,00

F: HERHALINGSWERK

(i) Panne gemonteerde artikels wat voorberei is om ge-
soldeer te word op die beweegende band plaas wat die
doloesrood voer en daarvan te verwys;
(ii) samestellende dele van vooraf gevormde
duweliersware in samme plaas en hetgawe en sol-
doeerpoeier of soldeerpasta daarop sit voordat die artikel
op die beweegende band van 'n soldeerrood geplaas
is;
(iii) die prosesse met betrekking tot die produksie van
oornings, d.w.s. met 'n masjien boor, klink, saag en
vinne verwys:

Weekloon
R
Gedurende die eerste jaar ondervinding............. 115,00
Gedurende die tweede jaar ondervinding.............. 128,00
Gedurende die derde jaar ondervinding............... 144,00
Daarna........................................ 159,00

G: POLEER

Die poleer van 'n artikel of samestellende gedeelte van 'n
artikel, hetse met die hand of met 'n masjien, met inbegrif
van die gebruik van rubber- of papierwiele en/of buigsame
asse:

Opmerking.—Die term “poleerder” word in klause 3
omskryf.

Weekloon
R
Gedurende die eerste jaar ondervinding............. 115,00
Gedurende die tweede jaar ondervinding.............. 150,00
Gedurende die derde jaar ondervinding............... 185,00
Daarna........................................ 220,00

E: OPERATIVE WORK (GRADE D)

Any one or more of the following operations:

(i) Gilding, plateing, emerying, including making use of rubberised wheels or paper, either manually or mechanically (including flexible shaft), and/or sand-blasting;
(ii) press cutting, press punching and/or press embossing;
(iii) cleaning and/or washing jewellery;
(iv) Annealing, drawing solid wire, and/or drawing tube or chamier (as distinct from preparing the metal for drawing tube or chamier, which is within the scope of journeyman’s work);
(v) feeding rollers and/or using gauges;
(vi) cutting base metals and any precious metal scrap, and smelting, casting and pouring it in plain ingots;
(vii) fixing and/or filling articles in cement, wax, shellac and/or other cementing materials for engraving, setting or engine turning;
(viii) stamping quality, identification, registration, name, patent, date and/or carat marks;
(ix) crushing and grinding enamels into fine powder and washing powdered enamels for Grade I operations;
(x) gluing ornamental stones, beads or other embellishments into or onto articles of jewellery in the final stages of production.

Weekly
wage
R
During first year of experience....................... 115,00
During second year of experience.................... 128,00
During third year of experience...................... 153,00
Thereafter...................................... 176,00

F: REPETITIVE WORK

(i) Placing on and removing from the moving-belt feed to the soldering oven trays of assembled articles prepared for soldering;
(ii) placing into jigs and tack welding component parts of pre-formed jewellery and placing thereon solder or soldering paste preparatory to placing the articles onto the moving-belt of a soldering oven;
(iii) processes relating to the production of sleeper ear-
rings, viz drilling, riveting, saving and removing flash
by mechanical means:

Weekly
wage
R
During first year of experience....................... 115,00
During second year of experience.................... 128,00
During third year of experience...................... 144,00
Thereafter...................................... 159,00

G: POLISHING

Polishing any article or component part of any article, either manually or mechanically, including making use of rubberised or paper wheels and/or flexible shafts:

Note.—“Polisher” is defined in clause 3.

Weekly
wage
R
During first year of experience....................... 115,00
During second year of experience.................... 150,00
During third year of experience...................... 185,00
Thereafter...................................... 220,00
H: ARBEIDER SE WERK

Enige of meer van die volgende werksoorte:

<table>
<thead>
<tr>
<th>Klasse Werk</th>
<th>Weekloon R</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Persele, gerei, houers, installasie, masjinerie en/of gereedskaps skoonmaak en/of was</td>
<td>164,00</td>
</tr>
<tr>
<td>(ii) Installasie en masjinerie olie en/of smeer</td>
<td>164,00</td>
</tr>
<tr>
<td>(iii) goedere draei, verwyder, toedraai, verpak en/of opstapel</td>
<td>164,00</td>
</tr>
<tr>
<td>(iv) deure, vensters, kiste, pakke, bele en/of sakke oop- en/of toemaak</td>
<td>164,00</td>
</tr>
<tr>
<td>(v) tee maak en/of ander drankie berei</td>
<td>164,00</td>
</tr>
<tr>
<td>(vi) briewe en/of goedere aflaver en/of afhaal en/of boodskappe doen, hetsy te voet, met 'n fiets, driewiel en/of handvoertuig</td>
<td>164,00</td>
</tr>
<tr>
<td>(vii) 'n handrollere draai, 'n handpers swaai, die slinger van 'n handmasjien draai en/of 'n blaser of blasbalk bedien</td>
<td>164,00</td>
</tr>
<tr>
<td>(viii) oorkiere en/of ander beskermende kleer was en/of stryk</td>
<td>164,00</td>
</tr>
</tbody>
</table>

I: VAKLEERLINGE

Die lente soos van tyd voorgeskryf in die vakleerlingvoorwaardes wat Wet of Mannekragopleiding, 1981, vastegeste is.

J: GIEVORMSNYERS

'n Gievormsnyer is 'n persoon wat die rubbergietvorm oopny in verband met wasaagewerk.

<table>
<thead>
<tr>
<th>Weekloon R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gedurende eerste jaar ondervinding</td>
</tr>
<tr>
<td>Daarna</td>
</tr>
</tbody>
</table>

K: MASJINIS

'n Masjinis is 'n persoon wat betrokke is by die meganiest produksie van juweliersartikels, insluit die ro-bewerking, gladmake, afkoumsing en vorming van sodanige artikels deur 'n persoon wat 'n werknemer is in die Juweliersware-en-Edelmanwerkswaarheid, wanneer dit deur die werkgewer onderneem word in verband met sy eie aktiviteite in daardie wywerheid.

<table>
<thead>
<tr>
<th>Weekloon R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gedurende die eerste jaar ondervinding</td>
</tr>
<tr>
<td>Gedurende die tweede jaar ondervinding</td>
</tr>
<tr>
<td>Gedurende die derde jaar van ondervinding</td>
</tr>
<tr>
<td>Daarna</td>
</tr>
</tbody>
</table>

Geteken te Kaapstad op hede die 4de dag van November 1991.

M. LEVIN,
Voorsitter.

J. DAVIDS,
Ondervoorst.

D. COSGROVE,
Waarnemende Sekretaris.

H: LABOURERS' WORK

Any one or more of the following operations:

<table>
<thead>
<tr>
<th>Classes of work</th>
<th>Weekly wage R</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Cleaning and/or washing premises, utensils, containers, plant, machinery and/or tools</td>
<td>164,00</td>
</tr>
<tr>
<td>(ii) oiling, and/or greasing plant and machinery</td>
<td>164,00</td>
</tr>
<tr>
<td>(iii) carrying, moving, wrapping, packing and/or stacking goods</td>
<td>164,00</td>
</tr>
<tr>
<td>(iv) opening and/or closing doors, windows, boxes, packages, baies, sacks and/or bags</td>
<td>164,00</td>
</tr>
<tr>
<td>(v) making tea and/or preparing other beverages</td>
<td>164,00</td>
</tr>
<tr>
<td>(vi) delivering and/or collecting letters and/or goods and/or executing messages on foot or by means of a bicycle, tricycle and/or hand-propelled vehicle</td>
<td>164,00</td>
</tr>
<tr>
<td>(vii) turning a hand-roller, swinging a hand press, operating the handle of any hand-operated machine, and/or operating a blower or bellows</td>
<td>164,00</td>
</tr>
<tr>
<td>(viii) washing and/or ironing overalls and/or other protective clothing</td>
<td>164,00</td>
</tr>
</tbody>
</table>

I: APPRENTICES

Wages as prescribed from time to time in the conditions of apprenticeship fixed under the Manpower Training Act, 1981.

J: MOULD CUTTERS

"Mould cutter" means a person who cuts open rubber moulds in respect of cost-wax casting.

<table>
<thead>
<tr>
<th>Weekly wage R</th>
</tr>
</thead>
<tbody>
<tr>
<td>During first year of experience</td>
</tr>
<tr>
<td>Thereafter</td>
</tr>
</tbody>
</table>

K: MACHINIST

"Machinist" means a person engaged in the production by mechanical means of articles of jewellery, which production shall include the roughing out, smoothing, bevelling and shaping of such articles when performed by a person in the employ of an employer engaged in the Jewellery and Precious Metal Industry, and when undertaken by the employer in connection with his own activities therein.

<table>
<thead>
<tr>
<th>Weekly wage R</th>
</tr>
</thead>
<tbody>
<tr>
<td>During first year of experience</td>
</tr>
<tr>
<td>During second year of experience</td>
</tr>
<tr>
<td>During third year of experience</td>
</tr>
<tr>
<td>Thereafter</td>
</tr>
</tbody>
</table>

Signed at Cape Town this 4th day of November 1991.

M. LEVIN,
Chairman.

J. DAVIDS,
Vice-Chairman.

D. COSGROVE,
Acting Secretary.
DEPARTEMENT VAN LANDBOU

No. R. 809 13 Maart 1992

BEMARKINGSWET, 1988
(WET No. 59 VAN 1968)

BEHEER OOR DIE UITVOER VAN SEKERE
PLANTAARDIGE OLIES: HERROEPING

Ek, André Isaac van Niekerk, Minister van Landbou, handelende kragtens artikel 87 van die Bemarkingswet, 1988 (Wet No. 59 van 1968), herroep hierby Proklamasié No. R. 35 van 1978.

A. I. VAN NIEKERK,
Minister van Landbou.

DEPARTEMENT VAN MANNEKRAAG

No. R. 751 13 Maart 1992

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELENWERK, OOSTELIKE KAAPPROVINSE: HERNUING VAN HOOFOOREENKOMS


D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 817 13 Maart 1992

WET OP ARBEIDSVERHOUDINGE, 1956

TABAKNYWERHEID, RUSTENBURG: WYSIGING VAN HOOFOOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunk-Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepaling van die Ooreenkom (hierna die Wysigings-ooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisegwering vermeld, met ingang van die tweede Maandag na die datum van publikasie van die hierdie kennisegwering en vir die tydperk wat op 31 Maart 1992 eindig, bindend is vir die werkgewer en die vakvereniging wat die Wysigings-ooreenkom aangegaan het en vir die werknemers wat lede van genoemde vereniging is.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

DEPARTMENT OF AGRICULTURE

No. R. 809 13 March 1992

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

CONTROL OF THE EXPORTATION OF CERTAIN
VEGETABLE OILS: REPEAL


A. I. VAN NIEKERK,
Minister of Agriculture.

DEPARTMENT OF MANPOWER

No. R. 751 13 March 1992

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, EASTERN CAPE PROVINCE: RENEWAL OF MAIN AGREEMENT


D. VAN DER WALT,
Director: Labour Relations.

No. R. 817 13 March 1992

LABOUR RELATIONS ACT, 1956

TOBACCO MANUFACTURING INDUSTRY, RUSTENBURG: AMENDMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 thereto 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 employer and the trade union which entered into the Amending Agreement and upon the employees who are members of the said union.

G. M. E. CARELSE,
Deputy Minister of Manpower.
BYLAE

NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID
(RUSTENBURG)

OORENKOMS

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

United Tabakmaatskappy

(hieraan die "werkgever" genoem), aan die een kant, en die

NATIONAL UNION OF TOBACCO AND ALLIED WORKERS

(hieraan die "werkners" of die "vakverenigings" genoem), aan die ander kant,

wat dieartye by die Nywerheidsraad vir die Tabaknywerheid
(Rustenburg),

om die Ooreenkomst gepublisereer by Goewermentskennis-
gewing No. R. 372 van 25 Februarie 1983, soos gewy of en
vertong deur Goewermentskennisgewings Nos. R. 2142 of
9 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, R. 2841
van 27 November 1987, R. 1080 van 2 Junie 1989, R. 2526
van 17 November 1989 en R. 1799 van 2 Augustus 1991, te
wyg.

1. TOEPASSINGSBESTEK VAN OORENKOMS

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

(a) deur die werkgever en deur alle werkners wat lede is
van die vakverenigings wat partye is by die Ooreenkomst,
welke lede werkzaam is by die United Tabakmaatskappy;

(b) in die munisipale gebied van Rustenburg.

(2) Ondanks subklusule (1) is hierdie Ooreenkomst van
toepassing slegs op werkners vir wie lone in die Ooreen-
koms voorgeskryf word.

2. KLOUSULE 4: LONE

(1) Behoudens subklusules (4) en (5) van hierdie klausule
is die minimum weekloon van 'n werkgever aan elke lid van
ondernomenee klasse van sy werkners moet betaal, die
soos hieronder uiteengestel Met dien verstande dat—

(i) deur die indeling van 'n werkner by geag moet word in
die klas te wees waarin hy uitsluitlik of hoofsaaklik werkzaam
is;

(ii) verhoging van toepassing op werkners wat 12
maande diens by die werkgeversmaatskappy voltooiet het
en wat meer as die voorgeskrye lene verdien, waar sodanige
verhogings op fabriekslakat beding is en deur die
Nywerheidsraad bekrug en aangeteken is, nie hierdie
geraak word nie.

Vervang die voorgeskrye 1990-lone deur die volgende:

<table>
<thead>
<tr>
<th>&quot;Loomskaal&quot;</th>
<th>Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asistent-voorman</td>
<td>R 338,85</td>
</tr>
<tr>
<td>Latwerkster en produksielëgman</td>
<td>R 479,55</td>
</tr>
<tr>
<td>Ambiotic</td>
<td>R 453,60</td>
</tr>
<tr>
<td>Kwaliteitsinspissie-voormaakster</td>
<td>R 357,65</td>
</tr>
<tr>
<td>Skoolinspissie (gehele versus)</td>
<td>R 321,90</td>
</tr>
<tr>
<td>Asistent-skioldëgman (gehele versus)</td>
<td>R 345,90</td>
</tr>
<tr>
<td>Gehalte-inspissie</td>
<td>R 321,90</td>
</tr>
<tr>
<td>Gedurende eerste jaar ondervinding</td>
<td>R 325,65</td>
</tr>
<tr>
<td>Daarna</td>
<td>R 332,05</td>
</tr>
<tr>
<td>Gedurende tweede jaar ondervinding</td>
<td>R 325,65</td>
</tr>
<tr>
<td>Gedurende eerste jaar ondervinding</td>
<td>R 321,90</td>
</tr>
<tr>
<td>Gedurende tweede jaar ondervinding</td>
<td>R 325,65</td>
</tr>
<tr>
<td>Daarna</td>
<td>R 332,05</td>
</tr>
</tbody>
</table>

SCHEDULE

INDUSTRIAL COUNCIL FOR THE TOBACCO MANUFACTURING INDUSTRY (RUSTENBURG)

AGREEMENT

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

United Tobacco Company

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

NATIONAL UNION OF TOBACCO AND ALLIED WORKERS

(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),


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 that 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 4: WAGES

(1) Subject to the provisions of subclauses (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.

Substitute the following for the prescribed 1990 wages:

<table>
<thead>
<tr>
<th>Wage Rates</th>
<th>Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant foreman</td>
<td>R 336,65</td>
</tr>
<tr>
<td>Leading hand and production technician</td>
<td>R 479,55</td>
</tr>
<tr>
<td>Artisan</td>
<td>R 453,60</td>
</tr>
<tr>
<td>Boiler plant supervisor</td>
<td>R 357,65</td>
</tr>
<tr>
<td>Quality assurance - shift controller</td>
<td>R 361,35</td>
</tr>
<tr>
<td>Quality assurance - assistant shift controller</td>
<td>R 345,90</td>
</tr>
<tr>
<td>Quality inspector</td>
<td>R 321,90</td>
</tr>
<tr>
<td>During first year of experience</td>
<td>R 321,90</td>
</tr>
<tr>
<td>During second year of experience</td>
<td>R 325,65</td>
</tr>
<tr>
<td>Thereafter</td>
<td>R 332,05</td>
</tr>
<tr>
<td>Supervisor (cigarette manufacturing)</td>
<td>R 321,90</td>
</tr>
<tr>
<td>During first year of experience</td>
<td>R 325,65</td>
</tr>
<tr>
<td>During second year of experience</td>
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GOVERNMENT GAZETTE, 13 MARCH 1992

3. KLOUSLE 16: RAADSFONDSE

Vervang paragraaf C deur die volgende:

"(i) Weekliks betaalde werkers R1,00 per week.

(ii) maandeliks betaalde werkers R4,30 per maand.

Namens die partye op hede die 29ste dag van Mei 1991 te Rustenburg onderteken.

L. J. ROELOFSE,
Voorsitter van die Nywerheidsraad.

R. ZILOLO,
Verteenwoordiger van die Vakvereniging.

H. J. VAN REENEN,
Sekretaris van die Nywerheidsraad.

No. R. 818 13 Maart 1992

LABOUR RELATIONS ACT, 1956

JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE): AMENDMENT OF MAIN AGREEMENT

1. Pieter Gabriel Marais, 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 December 1992, upon the employers’ organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

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

P. G. MARAIS,
Minister of Manpower.
Warning on industrial action

NEGOTIATED wage increases this year are likely to average 14 to 15 percent, compared with 16.1 percent in 1991 and 17.4 percent the year before, as an expected decline in inflation and the poor state of the economy make their mark.

However, according to a document prepared by labour relations consultants Andrew Levy and Associates, actual settlements will vary sharply according to industrial sector and the financial position of employers.

The trend towards variation was seen for the first time last year since robust collective bargaining began in earnest, say the consultants.

The two largest Cosatu-affiliated unions — the National Union of Metalworkers of SA (Numsa) and the National Union of Mine-workers (Num) — accepted their lowest inflation-adjusted increases since the early 1980s and Num regarded its acceptance as a temporary suspension of its national wage policy.

Last year real wage increases averaged only 0.3 percent, compared with 2.9 percent in 1990 and 3.1 percent the previous year.

Greater realism

"While a greater realism is certainly to be seen in the wage bargaining process, unions will continue to fight to maintain the living standards of their members," says Andrew Levy.

"Even with the tough economic backdrop of 1991, there is still a more than 50 percent probability that employers will face industrial action in support of wage demands and a more than 50 percent chance that such action would be in the form of overtime bans or go-slow." The consultants warn that employers can expect union negotiators to step up calls for shorter working hours as the country moves into an era with a greater emphasis on non-discrimination at work.

Firms successfully resisted such efforts throughout the 1980s on the basis that it would be too costly. In 1989 it was found that 80 percent of workers surveyed still worked a 44-hour week.

However, unions were arguing that there was no reason why unionised workers should work longer hours than non-union employees, many of whom worked 40 hours or less.

At the same time, they claimed — "often with justification" — that better working methods could result in maintained or improved productivity.
Heavier burden for high-earning wives

ALL taxpayers in lower income brackets will benefit from the reduction in tax rates, but married women earning higher incomes are to face added burdens, tax experts said yesterday.

A married woman earning R50 000 a year will reduce her tax liability by R510 a year. But the benefits start declining on a sliding scale for those earning between R50 000 to R80 500. Married women earning above R80 500 will pay higher taxes.

BDO Spencer Steward tax partner Matthew Lester said the focus failed to address the unfair taxation of married women compared to their husbands.

Married men earning up to R100 000 were still paying less tax than married women. A married woman earning R50 000 will be liable for R13 250 tax whereas her male counterpart will only be taxed R12 600.

"There may be separate taxation of married women in SA, but separate and equal taxation of married women has certainly not been achieved," Lester said.

KPMG Aiken and Peat tax partner Pat McGurk believes Du Plessis did not use the right tactic to lure married women into the workforce.

"There are many highly skilled married women who do not think it is worth their while to work because of the high tax rate. The increase in tax on high income earners will only entrench that attitude," he said.
Unions to focus on job security

By Mike Siiuma

Job security will be a key demand of trade unions when annual wage negotiations affecting more than 300,000 metal workers begin today in Johannesburg.

Taking part in the first round of this year's negotiations will be the Steel and Engineering Industries Federation (Seifsa), representing 49 employer organisations, and 12 unions.

Union demands include:

- Wage increases ranging from 15.4 percent to 42.6 percent.
- A moratorium on retrenchments with an obligation on employers to negotiate.
- A reduction of the working week from 44 to 40 hours without loss of pay.
- An increase in severance pay from one to four weeks a year of service.
- The provision of training for retrenched workers.
- The proscription of overtime except in emergency cases.

Seifsa proposals include a reduction in the present two-day notification period for a change in working hours.
Over-50s join matrics in the queue for jobs

Every day millions of unemployed South Africans attempt to enter the saturated job market. For an estimated 6.3 million of the economically active workforce of 14 million, there is no work. Hundreds of thousands of these jobless people live in the Cape.

Thousands more informal sector workers, not registered with the Department of Manpower, face a similar fate.

Between 1980 and 1985, the formal economy could absorb 80.9 percent of new entrants into the labour market. By 1990 this figure had dropped to 8.4 percent. Recruitment expert Mr Ken Easton has 10 000 CVs on his books in the Western Cape alone. Many of them are over-qualified and unemployable in the current economic climate.

"Chartered accountants, researchers and businessmen who are victims of company mergers are among other professionals who have been retrenched and have to re-enter the job market at the age of 50 plus. It's very difficult," he says.

Last year dire forecasts of a dramatic employment scramble among matriculants came with estimates that the whole formal business sector would have fewer than 40 000 jobs on offer as the recession cut the demand for labour.

More than 400 000 matriculants sought, or are still seeking, jobs this year.

A fraction of the 39 percent of young black matriculants who passed will find work in the formal sector.

The bleak outlook for job-seekers has been drawn by researchers at the Small Business Development Corporation (SBDc) and the SA Chamber of Business (Sacob).

SBDc senior economist Dr Edwin Basson warned the formal sector had employment opportunities for "less than 10 percent" of new job-seekers.

Sacob chief economist Dr Ben van Rensburg feared the number of vacancies would cover only seven percent of all new matriculants, and "prospects may not improve until we start pulling out of the recession later this year."

Mr Adams predicts 1992 will still be a tough year economically but it will be a year of opportunity for informal business and will force people to be creative.

"What is worrying is that in these times, employment in the civil service has increased, and while the private sector is cutting its cloth according to its cloth, the public sector is going in the opposite direction," Mr Adams says.

With South Africa seeking to become a global player in world markets and a major exporter, employers are becoming capital intensive, not labour intensive, to reduce their wage bills and become more competitive, Mr Adams says.

Employment has been stung more severely in this downsizing than in any of the recessions in the past 20 years, according to the latest Reserve Bank Quarterly Bulletin.

Unemployment compared relatively favourably with other recessions up to the third quarter of 1991, after which job levels plunged substantially below those of previous ones.

The bank says important factors contributing to the exceptional decline in employment include the length of the recession and the fact that it started after a number of years of low production and employment growth.

New and existing business investment have been affected by sporadic internal unrest and the "general mood of uncertainty about political developments".

Non-agricultural employment in the private sector has been hit the hardest with employment slashed by 5.5 percent and 3.8 percent in the first and second quarter of last year, the bank says.

Economists have warned that the expected economic upswing in 1992 will not be strong enough to relieve unemployment.

In Sanlam's latest economic survey, chief economist Mr Johan Louw says a positive growth rate of about two percent was predicted for this year, but this will not be nearly enough to accommodate all the new job-seekers.

The formal sector's ability to create employment has been reduced from almost four percent in the 1960s to an annual average of only 0.6 percent from 1985 to 1990.

Mr Louw says unemployment is being exacerbated by the high growth rate of the labour force and the replacement of labour with capital in the production process.

"Labour has become much more expensive and the relative price of capital has been influenced by low and even negative real interest rates, the unrealistically high value of the rand, tariff protection and taxes," he says.

The labour absorption ability of the formal sector has declined from 97 percent in the 1960s, 72 percent in the 1970s and 22 percent in the 1980s to a meagre seven percent from 1985 to 1990, the Bureau for Economic Research at Stellenbosch University reports.

The anticipated increase in unemployment is likely to impact negatively on business in general and consumer spending.

Economists also predict the informal sector is fast becoming saturated and its ability to absorb new and unemployed workers is shrinking.

In the ailing clothing and textile industries, more than 20 000 jobs were lost last year because of factory closures and retrenchments.

In the construction industry the job loss was 24 200 and in the manufacturing industry 3 578 jobs were lost.

The situation is grim. Experts agree that unemployment will increase this year and there will not be much at the end of the tunnel until the country comes out of the recession with other players in the world economy."
Motor industry is top payer, survey

Anglo American's wage survey, which compares the wages of some companies in different sectors, shows that minimum monthly wages are highest in the motor sector.

VW tops the industry with R1 499 a month while Delta is last with R1 663 a month.

In the steel and engineering industry, top-payer is Kolbenco at R1 044 with SAW lagging up the rear at R835.

And in the liquor sector SAB pays R1 410, while Gilbeys and Stellen-

bosch Farmers' Winery are on R1 048.

In the paper industry, Nampak comes out top at R1 044 with Sappi tailing at R823.

Retailer Checkers leads with R910, closely followed by Pick 'n Pay and Woolworths at R850. OK Bazaars pays a R725 starting wage.

In the banking sector, Nedbank pays R980 against Standard Bank's R750.
By SBU MNGADI

PICK n Pay’s policy of making women workers do “starjumps” to find stolen items under their clothes has been stopped after a judge called it “possibly an injury of the most extreme degree” in the Maritzburg Supreme Court this week.

But the supermarket chain has denied it was its policy to make women workers strip down to their panties and then pull them down to their knees.

Mbali Mhlongo is claiming about R35 000 from Pick n Pay and Anthony Arnold, a former manager at its Hayfields branch.

Mhlongo claimed on September 23 1989 she jumped up and down when ordered by Arnold. However, when Arnold told them to take off their clothes, including panties, she refused.

Colour-blind
Leroy ‘confused’

By DESMOND BLOW

YESTERDAY six-year-old Leroy Mguni was happily romping with his two-year-old white “sister” in Blairstowe not knowing that he had innocently disrupted one of Afrikanerdom’s most sacred institutions – the Voortrekker movement.

His enthusiasm in joining his white school pals in nature conservation and sleeping outdoors in a tent now threatens to break up the movement because its national leader, the Rev Johan van der Walt, kicked Leroy out.

Van der Walt was shocked when he read a newspaper report on Monday that Leroy had become the first black child to join the Voortrekkers and immediately jumped up and down when ordered by Arnold. However, when Arnold told them to take off their clothes, including panties, she refused.

HE’S MY BROTHER... Leroy Mguni, the boy who was kicked out of the Voortrekkers, is comforted by his two-year-old sister, Lauren.

To Page 2
Metal industry wage talks begin

NATIONAL pay talks in the metal industry would resume in Johannesburg today, chief negotiator for the National Union of Metalworkers of South Africa, Mr Les Kettle, said yesterday.

Numsa and the Steel and Engineering Industries Federation of SA met on March 19, when parties to the national industrial council agreement on wages and conditions of service motivated their respective proposals.

"Real" negotiations would start today and Numsa expected Sefisa to respond to union demands, Kettle said. - Sapa.
Seifsa offer rejected

TRADE unions at metal industry pay talks yesterday rejected Seifsa's offer of a 6% increase and countered with demands ranging from 42% for labourers and 20% for artisans, Seifsa executive director Brian Angus said.

More than 328 000 industry employees were represented by the National Union of Metalworkers of SA, seven Confederation of Metal and Building Unions affiliates, two SA Confederation of Labour affiliates, a Nactu affiliate and an independent union.
Unions reject six percent wage offer

TRADE unions in the metal industry yesterday rejected a 6.4 percent wage increase offered by the Steel and Engineering Industries Federation of South Africa.

Mr Brian Angus, Seifsa's executive director, said the unions countered the offer with demands ranging from 42.6 percent for labourers and 20 percent for artisans.

Mr Les Kettledas, chief negotiator for the National Union of Metalworkers of South Africa, described the offer as "totally inadequate".

Seifsa's across-the-board offer amounted to hourly increases of 30 cents for labourers and 67 cents for artisans.

This would raise wage rates in the industry to R5 and R11.11 for labourers and artisans respectively.

Kettledas said Numsa demanded R2 across-the-board, or 25 percent of actual earnings, whichever was greater.

In a statement, he said it was clear from yesterday's wage talks and the employers' response to union demands that negotiations were set on a tough course.

He said Seifsa had rejected Numasa's demand for a complete moratorium on retrenchments, a crucial issue for negotiations. Numasa called on employers to find alternatives to retrenchments. - Sapa.
Metal unions reject wage increase offers

CAPE TOWN — Trade unions at metal industry pay talks yesterday rejected the 6.6 percent increase offered by the Steel and Engineering Industries Federation of SA, said Seifsa executive director Brian Angus.

Unions countered with demands ranging from 42.8 percent for labourers and 20 percent for artisans, he said.

Seifsa's across-the-board offer amounted to hourly increases of 30c for labourers and 67c for artisans. This would raise wage rates in the industry to R5 and R11.11 for labourers and artisans.

The 19 unions party to the national industrial council talks tabled more than 60 demands for improved conditions of service and wages.

Yesterday's meeting set the formal bargaining process in motion following the opening round on March 15 when the parties motivated their proposals.

More than 328,000 industry employees were represented by the National Union of Metalworkers of SA, the SA Confederation of Labour, seven affiliates of the Confederation of Metal and Building Unions, one affiliate of the National Council of Trade Unions and one independent trade union.

Negotiations will continue on April 24. — Sapa.
A NIGHT-LONG LIFE FOR A PORTER ATTENDANT OFTEN MEANS LOW WAGES AND LONG HOURS.

Workers at the Peru Railroad continue to commute on the depot. A porter is needed to carry the baggage and make sure everything is properly loaded. They often work 12-hour shifts, sometimes more, without a break.

"We are the backbone of this operation," said one porter. "Without us, the trains would not run."
He receives R175 for a 45-hour week, he says. "We know the employers are making a fortune because we count thousands of rands each seven-and-a-half hour day or night shift."

Like domestic workers, petrol attendants are among the least paid workers in the country. They too have little education and do not have a sophisticated understanding of labour law.

Many supplement their 45-hour a week wages by working overtime to make ends meet.

But, says the Trentyre garage petrol attendant, the management does not allow any overtime "and we have nothing to supplement our meagre wages".

"As we are members of the National Union of Metal Workers of South Africa (Numsa), I attend the union meetings on behalf of the workers, but my wages are deducted."

He says the management was opposed to any meetings by the petrol attendants during working hours.

Trentyre garage manager Mr Reneke, who said his first name was not important, refused to comment and referred all queries to a Mr Van Rooyen.

Van Rooyen, who refused to give his full name, said he could not comment on the telephone.

At Bontehuwel's Vanguard Motors, petrol attendants were dissatisfied with their wages and the way it was given to them.

"At the end of each week the money is given to us in money bags Friday in front of them. They know how much they earn and how much is deducted. If they need pay-slips I will give them and if they want their money in envelopes they will get it.

"I am new to the garage and I have no experience. When I took over the money was given to the employees in plastic bags.

"As far as the threats of death and attacks on the workers are concerned, they no longer happen since I took over this year."

Parker said there are policemen patrolling at night.

Attendants at Guguletu's Sivuyile Service Centre recently were the victims of an armed robbery by balaclava-clad men.

"The petrol attendants were ordered to lie down and had their hands tied to their backs," said one of the workers.

The employee, who did not want to give his name for fear of losing his job, showed SOUTH his payslip.

The slip showed a payment of R122,40 for 45 hours and R63 for overtime. They work for 12 hours a shift, eight hours of employment and four hours for overtime.

The attendant says the workers have agreed to join a trade union.

"Because we are two, when we are busy attending the two first cars, other customers start shouting abusive language at us for poor service," the attendant said.

Garage manager Mr Clement Ramatlakoana said: "The amount of money of R2,72 an hour is the amount that was agreed upon
Job cuts bid by car industry

DIRK HARTFORD

MOTOR car industry employers have told the National Union of Metalworkers (Numsa) that before making any offer on wages this year, they want to resolve their difficulties with the moratorium on retrenchments agreed in last year's talks.

Employers say they are unable to maintain an unconditional moratorium on retrenchments.

Representatives of motor, metal and tyre and rubber industry employers—who are separately involved in talks with Numsa—met for the first time this week to share ideas on how to deal with the 270 000-member union's demands.

Numsa is demanding a R2-an-hour, across-the-board increase. It also wants to extend the moratorium on retrenchments to the metal and tyre and rubber industries—without this being linked to a ban on "unprocedural industrial action" as is the case in the auto agreement.

In the opening round of car assembly negotiations this week, National Association of Automobile Manufacturers (Nummsa) director Nico Vermeulen presented an overview of the key issues facing the industry this decade.

The detailed presentation highlighted current problems such as falling sales and a shrinking industry.

Samcor will cut working time and wages by over a third over the next three months in order to keep to the moratorium. Toyota, meanwhile, is doing so well that it has been working overtime.
Job security a thorny issue

By Mike Siluma

Annual wage talks between motor industry employers and trade unions, which began in Port Elizabeth on Monday, have been adjourned after a dispute arose on the thorny issue of job security for the industry's employees, the National Union of Metalworkers (Numsa) said.

The talks involve on the one hand the manufacturers Toyota, Samcor, Delta, BMW and Mercedes Benz, and on the other Numsa and the union only Iron and Steel Workers Union.

Numsa's chief negotiator Les Kettle was said talks had bogged down on Tuesday when employers could not guarantee a moratorium on retrenchments — a key union demand. The employers had insisted that the retrenchment issue be resolved before they could give a response to Numsa’s demands. These include:

- An across-the-board hourly increase of R2, or a 25 percent raise on actual wages, whichever was the greater.
- Minimum hourly rate of R4.50.
- Moratorium on retrenchments; training of retrenched workers and severance pay of one month’s salary for each year of service in the event of retrenchment.
- Reduction in the working week to 40 hours without loss of pay.

The talks are scheduled to resume on May 8.
Holidays 'cost' SA R521 million

South Africa's long list of public holidays costs the country an estimated R521 million in lost revenue each time workers stay away from work, says the National Productivity Institute.

There will be three four-day weeks this month as a result of Easter and Founders' Day holidays.

However, NPI executive director Dr Jan Visser noted that only five working days would be lost this year as a number of the holidays fell over weekends.

This excludes the "unofficial" holidays such as June 16 and 17.

"It's just awkward at the moment as our public holidays are concentrated in April and May," Dr Visser said. He noted the long weekends were a welcome break for workers.

"I only hope that in the new SA this will be changed for the better... that we won't have more public holidays," he said.
Saccawu demands a joint employers' forum in June

THE SA Commercial, Catering and Allied Workers' Union (Saccawu) has threatened to occupy major stores, hotels and banks if all the major service sector employers do not come to a joint meeting in June to discuss the 96,000-member union's demands.

Saccawu will also then demand the nationalisation of the service industry.

This emerged from Saccawu's national bargaining conference held at the weekend.

The union said it would present all retail, catering and financial services employers with demands for a national industry forum, a national provident fund and training board.

Saccawu also rejected job flexibility, employing casual workers and subcontracting, and demanded a moratorium on retrenchments. It would oppose any wage freeze and fight for a living wage.

If employers did not meet these demands in June, Saccawu would declare disputes, apply for conciliation boards and conduct strike ballots.

The strike ballot would be for national strike action, including occupation of stores, hotels or banks.

When Saccawu last called all employers to a joint meeting in March to discuss a national provident fund — the only major employers to turn up were Metro and Karos Hotels.

According to Saccawu, Pick 'n Pay and Metro have already indicated they would attend.

If current offers on the table in the retail and catering sector are anything to go by, the union seems headed for a major showdown with employers.

Checkers, which is losing several million rand each month, has proposed a 10% wage cut, and provided the union with a long list of stores it wants to close altogether.

And Southern Sun and OK Bazaars are offering 7% and 5% respectively, both to be implemented later than usual due to depressed conditions.

In retail, where minimum wages range from R500 to R1,250 a month, there are large disparities between groups.

Pick 'n Pay, for example, has offered a 13% increase and it, along with Edgars and Woolworths, is among the sector's top performers.

Retail employers are reluctant to join a national forum for the service industry because of the scope of the industry. Saccawu has organised everything from supermarkets to hairdressers.

In the financial sector, where Saccawu's membership is minute, the 22,000-strong SA Society of Bank Officials recently had to abandon a strike at First National Bank after its members voted against it.

And the Perm and Absa are restructuring staff.
MARITZBURG — Police in Newcastle are set to act against a Chinese industrialist and his wife who are alleged to have "punished" workers with an electric cattle prod and put masking tape over their mouths to prevent them talking while at work.

The claims against the clothing manufacturer are presently with the Attorney-General and police are awaiting his go-ahead to arrest him.

Nactu's regional co-ordinator alleged that Chinese businesses in the town have ignored the Labour Relations Act and have "reversed the clock to the late 1960s".

The union also claimed that some employers deducted a day's wages from workers who arrived late for work and that workers were dismissed for taking sick leave regardless of whether they produced a doctor's certificate.

Chinese businessmen fear the incidents may have violent repercussions for them and have dissociated themselves from the factory owner.

The chairman of the 150-member Newcastle Chinese Chamber of Commerce, George Shu, said: "Unfortunately, the workers simply see this man as Chinese. We do not like the way he does business. His actions do not reflect the majority of us."
Pay negotiations

WAGE negotiations in the public sector continued this week. Negotiations deadlocked last month with the government offering 8.2 percent and the Public Sector Council demanding 15.3 percent. (SSX)

Wage negotiations in the automobile and new type manufacturing industry will continue early in May. They also ended on a sour note: employers in the automobile industry did not table an offer and will not do so until agreement is reached on the call for an extraordinary moratorium on refreshments. (SSX)

Negotiations in the new type manufacturing industry were derailed by the same issue and the employers tabled an offer 50 percent below the union's demand.
Clothing industry demands

By DICK USHER

A DETERMINED push for centralised structures to cover more than 100,000 workers in the clothing industry will be a major feature of this year’s pay negotiations.

Proposals presented to employers by the South African Clothing and Textile Workers’ Union (Sactwu) have several provisions, including a demand that all employer associations be unemployed. Sactwu also demands that provisions which exclude from the scope of agreements businesses employing fewer than a specified number of workers be scrapped.

It also seeks extension of the closed shop to all employers, not just members of employer associations, and for the ending of exemptions for certain categories of workers from the closed shop provision.

Sactwu has also proposed that a "framework" agreement be negotiated covering grievance, disciplinary, and reirement rights and procedures.

Negotiations should start within two months of the conclusion of this year’s agreement, and if not completed after three months, unless the parties decide otherwise, unresolved issues will be referred to arbitration.

The union’s wage demand is for R40 a week or 30 percent on basic wages, whichever is the greater. This is considered to be realistic, given the effects of inflation and VAT.
Fringe Benefits: How they can help in pension planning

With perks, standards need not drop after retirement.
Your business: don’t fall foul of labour law

GENERALLY, the maximum number of working hours in a week, excluding overtime, is 46 and, generally, employees are not permitted to work more than 12 hours a day. Employees are entitled to a one-hour break after five hours of continuous work.

Overtime, generally, is payable at a minimum rate of one-and-a-third of the normal rate and is limited to three hours a day and 10 hours a week.

Double time, generally, has to be paid for Sunday work.

Generally, professional staff are entitled to a minimum of three weeks' leave a year and other staff to two weeks. Employees not working more than five days a week are entitled to 30 days' paid sick leave in a three-year period.

Any other employees are entitled to not less than 38 days' paid sick leave over the same period.

The minimum period of notice of termination given by an employer is one day during the first four weeks of employment. Thereafter, weekly-paid employees have to be given one week’s notice and monthly paid employees two weeks’ notice.

Employers may not discriminate against members of the trade unions.

These points are taken from the Basic Conditions of Employment Act and, of necessity, are brief. If in any doubt, consult the Act or obtain professional advice.

The terms of the Act, however, are not applicable to employees whose conditions of employment are regulated by industrial council agreements under the Labour Relations Act, or wage determinations under the Wage Act, 1967, or in terms of the Mines and Works Act.

Next week: premises and location.
Employers in bid for pension safety

Business Times Reporter

SOME employers are considering ways of limiting their liabilities to employees' pension schemes, says Sanlam's group benefits senior manager, Chris Rosenberg.

"Most employers have defined benefit pension funds which guarantee a certain payout based on the employee's length of service and salary before retirement. But such a scheme places an open-ended liability on the employer to pay in the difference if the fund does not earn enough to meet claims."

"In the past employers have been able to live with this open-ended liability. But with a possible increase in the cost of death and disability as a result of AIDS and the prospect of prescribed investments or tax on investment income, hanging like a sword of Damocles over their heads, some employers are considering changing to a defined-contribution fund."

Survey

"As a rule of thumb, if future investment returns were reduced by 1% a year as a result of tax or prescribed assets, the total contributions needed by the fund could increase by 20%."

Mr Rosenberg says Sanlam's biannual survey on retirement benefits — to be published in June — shows that 91% of employers operate defined benefit funds. The previous survey figure was 92%.

But what is more interesting, he says, is that 11% of employers indicated that they were thinking of changing from defined benefit to defined contribution-pension funds.

The second type gives the employee no guaranteed pension payout because it depends entirely on the return from contributions made for the worker.
Cosatu backs growth strategy

Plans to ease labour law for small business

THE National Manpower Commission has recommended the easing of labour laws and regulations applicable to small businesses as part of a strategy to encourage economic growth.

The call for a special dispensation for small business has the support of Cosatu, whose commission representatives have signed the report.

In the report, a summary of which was published in the Government Gazette last week, the commission said a balance between employer and employee interests was "of the utmost importance".

The aim of the investigation, commissioned by the Manpower Ministry in April 1989, was to "stimulate small business development and the creation of employment without detracting from the basic rights of employees".

The commission was therefore opposed to granting small businesses blanket exemptions from labour legislation — including wage-regulating instruments. But its recommendations would streamline the process by which they were exempted if they could provide adequate reason for this, and also reduce to a minimum the red tape involved in complying with labour law.

Acting commission chairman Frans Barker said yesterday that, while the recommendations were not dramatically far-reaching, they would encourage a process which would bring more concessions in the future.

The initial draft was more drastic, but it had to be adjusted in an effort to seek consensus, he said. Not only the unions, but also big business which feared unfair competition, were opposed to comprehensive exemptions for small businesses.

The recommendations, if accepted, would apply to "micro businesses" defined as units employing no more than five people with an annual turnover of up to R250 000 measured in 1986 terms. They should be independent, and managed and controlled by the owner.

The report proposed that each industrial council agreement include a provision stating that its purpose was not to restrict entrepreneurial initiative. Where it could be shown that this was occurring, the council could grant exemptions from specific provisions of its agreement. Unless the councils complied with this, or agreed to call for and consider representations from small businesses covered by them, the Minister should refuse to promulgate wage-regulating agreements.

As regards the Basic Conditions of Employment Act, the commission proposed the retention of the existing ad hoc system for granting exemptions to the Act's minimum standards, except that a set of guidelines be drafted. These guidelines should take into account the nature of the specific business, its size, how long it had been in operation and whether an agreement existed between the employer and employee.

The commission proposed that micro businesses and new small businesses (employing, say, up to 20 people) should be automatically exempted from particular provisions of the Act, especially administrative requirements.

This should apply not only to industrial council requirements, but also to particular laws. For example, there could be rationalisation of the repetitive information which had to be provided in terms of

Small business

the Unemployment Insurance Act and the Workmen's Compensation Act.

The commission recommended that, to lighten their administrative burdens, micro businesses be permitted to pay their Unemployment Insurance, Workmen's Compensation and Industrial Council imposed social security contributions quarterly or even annually.

The report suggested the appointment of a "facilitator" to monitor the exemption process and recommend improvements.

The report also proposed a simplified dispute-settling procedure in terms of the Labour Relations Act. Greater emphasis should be placed on alternative dispute resolution through mediation and arbitration.

The Manpower Department has called for comment and representations on the report within 90 days.
Employers digging in over ’92 wage increases

SHARON SOROUR
Labour Reporter

EMPLOYERS battling against a pro-
longed recession have indicated they
will not pay substantial wage in-
creases this year — a recipe for con-
frontation, according to I R Data.

The latest edition of the industrial
relations journal reports that, of the
retailers, O K Bazaars and Southern
Sun propose no increases in April,
their usual implementation date.

Struggling supermarket chainstore
Checkers has stated it is prepared to
go into liquidation if the S A Com-
mercial, Catering and Allied Work-
ers’ Union (Saccawu) hinders its re-
cover.

“The union, in turn, has rejected
the idea of a wage freeze and
planned retrenchments by various
retailers and has stated its intention
of mobilising if employers do not
agree to the formation of a central
bargaining forum and a moratorium
on retrenchments,” said I R Data.

However, the union said it was not
“dogmatic” and indicated it would be
willing to consider job flexibility and
productivity arrangements in a bid
to reduce job losses.

With an estimated 35,000 jobs lost
in the metal sector last year, the Na-
tional Union of Metalworkers of S A
(Numsa) has called for an uncondi-
tional and unlimited moratorium on
retrenchments in its 1992 wage de-
mands.

“Coupled with a wage demand of
R2 an hour, this could lead to direct

Confrontation with employer body
Seifisa.”

Strike activity for the first quarter
of this year — which led to a loss of
135,000 man-days — levelled off com-
pared with 180,000 in the same period
last year and 550,000 in 1990.

“As the seasonal wage rounds do
not begin until June/July, this year’s
figure is higher than expected, but it
is anticipated that levels will accel-
erate rapidly over the next three to
four months once major negotiations
are underway.”

Cosatu’s announcement that it was
embarking on a four-month pro-
gramme of action revolving around a
number of political and economic de-
mands could inflate the figures even
more, warned I R Data.
VW and Numsa settle work rate dispute

THE dispute over production schedules at VW's press shop has been resolved after the National Productivity Institute (NPI) found that workers could produce more vehicle floors an hour than the disputed target set by the company.

VW declared a dispute with the National Union of Metalworkers (Numsa) after it raised production schedules from 160 to 211 an hour and workers consistently failed to reach the new target. The union said the target was unrealistic and demanded an independent study.

Eventually 38 workers were dismissed for failing to reach the new schedule. After a strike threat and constant short stoppages, VW agreed to Numsa's demand for an independent assessment by the NPI.

The NPI said workers could produce about 213 floors an hour, but set down about 14 provisions — including allowing time for glove changes, maintaining a constant work speed, and foremen helping when workers went to the toilet.

According to a VW spokesman, these provisions are in place and workers have consistently reached the new target.

Meanwhile, the retrenchment moratorium in the car assembly and tyre and rubber industries, which looks set to become the major issue in this year's negotiations, continues to cause dissension between unions and employers. Employers say the moratorium expires at the end of June. In this context the tyre and rubber industry offered to extend the moratorium until the end of the year, with an offer of a R1 an hour across-the-board increase.

Numsa rejected the offer. It insists the moratorium is a standing agreement. In addition, it said its demand of R3 an hour increase still stood.

Negotiations in the car and tyre and rubber industries will continue early next month.
Metal industry pay talks

There will be no easy walk to a settlement in this year's metal industry talks. Employers have made an initial offer of a 6.4 percent increase, while the union is demanding increases of 4.6 percent for labourers and 20 percent for artisans.
Union ready to trade Karos pay freeze for concessions

KAROS Hotels and its workers are close to agreement on a wage increase suspension — concessions — says the recognised trade union.

SA Commercial, Catering and Allied Workers Union (Saccawu) spokesman Allen Horwitz says a pay-rise suspension for three to six months is likely.

An important concession sought by the union is a moratorium on retrenchment, reflecting the trend where job security issues have moved to centre stage in many pay talks.

Saccawu acknowledges Karos's tight financial position. But it seeks monthly financial disclosure as part of the deal.

Mr Horwitz says: “Should the financial position improve significantly during the year we want the right to get increases backdated to the normal implementation time.”

The implementation date would be April 1.

Another request from the union is a reduction in the working week from 45 to 40 hours. But this may not be conceded as readily as a retrenchment moratorium.

A Karos spokesman says it is possible that an agreement could be reached in a few days.

Mr Horwitz says relations between the union and Karos have improved since the late 1980s.

Pick 'n Pay and Saccawu are trying to resolve their pay dispute in conciliation board talks. Both parties made concessions at the latest meeting.

A company spokesman says the union lowered its demand for a 21.5% pay rise to 17.0%. The company increased its offer from 15.5% to 16.0%.

Saccawu is consulting its membership and conciliation board talks will resume on Wednesday.

It is unlikely that job flexibility issues will form part of the Pick 'n Pay agreement, says a company spokesman.

The union appeared to reject job flexibility at a recent conference. But since then some union officials have said that the statement has been misunderstood.

One says: “We reject flexibility where there are no guarantees of job security.”

By ADRIAN HERSCHA
Pay system at heart of Genref strike

By FERIAL MAPPAJEE

The Genref refinery's refusal to bargain centrally in the petroleum industry and bear the costs of a conversion to a rate-for-the-job wage system fuelled a strike at the Durban plant and its national depots.

When Mobil disinvested in 1989 Gencor bought over the company, renaming the Mobil depots the South African Energy Company (Saeco).

All of the refinery's 300 workers are out on strike and have been joined by 100 workers at a lube oil blend plant and a major distribution depot. Major depots nationally have balloted in favour of strike action. There are about 40 more Saeco depots around the country where ballots are still being taken.

In the meantime, pensioners, engineers, managers and technicians at the plant have rolled up their sleeves and dug in. Although production is down from 1,000 to 600 barrels a day and the company's expansion project has come to a standstill, the company says "the temporary teams will be able to meet normal customer demands for the foreseeable future."

But the Chemical Workers' Industrial Union (CWIU) believes that the temporary teams are inexperienced and this poses a danger to the community because of the intricate processes involved in refining crude oil to fuel.

"Operators who have been working at the plant for 15 years say the machines throw up surprises daily, it's a timebomb," says CWIU national co-ordinator for the petroleum sector, Mohamed Motala.

The company denies that inexperienced replacement workers endanger the community. Genref representative Mark Rodgers points out that the plant has won a top safety award for the past 19 years.

The union is demanding a 14 percent increase plus the conversion to rate for the job which the company says amounts to a 21 percent demand. Genref is offering a 15.7 percent increase.

The company's refusal to pay for conversion from merit-based increases to a rate-for-the-job system is more contentious. This conversion would cost Genref seven percent of its wage bill and the company says this amount is written into its offer.

The company is also refusing to negotiate centrally with other petroleum houses despite "the high degree of co-operation between petroleum bosses," says Motala.
Steel in their teeth

It's early days yet, but metal industry wage talks are looking as difficult as ever.

No headway was made in negotiations between Seifsa, the employers' federation, and the National Union of Metalworkers (Numsa) at their third round of bargaining last Friday. Employers stuck to their opening offer of a 6.4% increase on scheduled wages for artisans and labourers. Numsa was equally steadfast in looking for increases of up to 42.6%.

Seifsa also says the unions have not given an adequate response to proposals to change the industry's Main Agreement and that not enough progress has been made on substantive issues. While the union demand for a moratorium on retrenchments was hotly debated, no progress was made. It's looking like a case for the independent mediators.

The Confederation of Metal and Building Unions, representing mainly craft unions, did, however, drop their initial demands for 20% to 15% on actual wages. The white Mineworkers' Union similarly moved from 20% to 16%.

Negotiations will continue on May 14.
Employers asked for leniency on train boycotters

ORGANISERS of a week-long boycott of commuter trains on the Reef have urged employers not to penalise workers who arrive late for work today.

The boycott is a protest against continuing violence on trains and has been backed by the ANC, PAC and the Civics Association of Southern Transvaal (Casts).

Spokesman for the steering committee on train violence Ronnie Mamoepe said at the weekend talks had been held with Putco and Sabta to arrange additional transport for people boycotting the trains. He said Sabta had agreed not to implement a planned fare hike today.

An SAP spokesman said yesterday special security measures would be taken from today to prevent intimidation of commuters wanting to use the trains.

The boycott starts two days before police implement upgraded train security measures in Reef unrest areas.

Mamoepe said the boycott was to emphasise demands for adequate security, the arrest of killers and redirection of government's R5m spending on covert security operations to pay for commuter safety measures.

The boycott will go ahead despite agreements between community leaders and the SA Rail Commuter Corporation last week after a week-long sit-in at Spoorne's offices in Johannesburg. The corporation agreed that it would not allow armed people to board trains, and police promised to provide extra manpower at Reef stations.

Sapa reports Inkatha has called on commuters to continue to use trains.

Inkatha central committee member Themba Khosa said: "We are calling on all members of the community to use trains freely ... until the campaign for a boycott is rescheduled."

Spoornet also urged all groups advocating the train boycott to suspend the action.

Police last week unveiled a new combined security force strategy to stamp out violence on Reef trains.

SAP spokesman Col Frans Malherbe said more than 1200 men would be deployed on trains, at stations and along railway lines in violence-torn areas during peak hours from Wednesday.

In terms of the new plan, dangerous weapons will be banned from trains and stations. Some policemen will operate in civilian clothes.

Malherbe said the new strategy had been undertaken in agreement with senior police officials from the Witwatersrand, including regional commissioner Maj-Gen Gerrit Erasmus, Spoornet officials and community leaders representing commuters.
Trade unions set up unit trust fund

By Mike Siluma
Labour Reporter

Major trade unions have launched an investment fund to deploy a part of their workers' pension and provident fund contributions into socially responsible JSE-listed companies.

The Community Growth Fund (CGF), a unit trust fund to be administered and managed by Syfrets, was unveiled yesterday by Syfrets executives and officials from the seven participating Cosatu and Nactu unions.

The fund could eventually attract about R15 million a month in pension and provident fund contributions by union members as well as individuals.

Union criteria

Union spokesperson Manoko Nhewe emphasised that although the fund — initiated by the union advisory group, the Labour Research Service — would seek to invest in companies which provided strong growth in earnings, such companies would have to meet union-defined criteria for social responsibility and not act in conflict with union interests.

The criteria included fair employment practices, job creation, union recognition, safe working conditions, protection of the environment, equal opportunity and affirmative action policies.

Ms Nhewe added that unions would not invest in companies which were involved in the production of arms or allow workers' money to be used to finance the privatisation of companies which were government-owned.

Companies involved in offshore investments would also be excluded.

However, said Miss Nhewe, as the unions saw investment in the fund as a long-term decision, they would not attempt to use the fund to influence the day-to-day labour disputes of companies in which they invested.

Syfrets has already put R2 million of its own money into the fund, which is expected eventually to receive up to 30 percent of the cash flow of participating unions' pension and provident fund contributions.

The fund, which begins to operate next month, will also be open to individuals in the same way ordinary unit trusts are.

Although neither the unions nor Syfrets would put a figure on the amounts of union money likely to flow into the CGF, it is understood that provident fund contributions on behalf of members of a key union in the venture, the National Union of Mine Workers, amount to about R5 million a month.

Independents

Union officials involved in the project are confident that more Cosatu unions, as well as a number of independents, will eventually participate in the fund.

Cosatu unions taking part in the initiative are the National Union of Mineworkers, the Paper, Printing, Wood & Allied Workers' Union, the Construction & Allied Workers' Union and the Transport & General Workers' Union.

The Nactu unions are the Transport & Allied Workers' Union, the Metal & Electrical Workers' Union of SA and the National Union of Food, Wine, Spirits & Allied Workers.

Syfrets chief executive John Cragg said: "We are delighted that the unions chose Syfrets' expertise in this bold investment venture, which could over time become one of the largest unit trusts in the country."

First step

ANC support for the CGF was pledged by former NUM secretary-general Cyril Ramaphosa, who was involved in the initial stages of the fund before moving over to the ANC.

"This is a fund which represents a break with the past, the first step into a future where workers will no longer be mere spectators, but active participants in shaping their economic destiny."

"The formation of the fund should send a very clear message to companies, especially those with bad employment policies, that the silent giant is awakening and will challenge those who have ridden roughshod over the interests of workers," said Mr Ramaphosa.

The Registrar of Unit Trusts has in principle approved the fund, which is scheduled to start operating on June 1.

The interests of the fund will be looked after by a joint board to be chaired initially by Professor Anthony Asher of the Department of Actuarial Science at the University of the Witwatersrand.

The board will make its decisions after receiving investment advice from Syfrets and acceptability research from Labour Research Service."
No public holiday on May 29

GOVERNMENT was not considering declaring Friday, May 29, a public holiday, despite rumours that it would do so, a Home Affairs spokesman said yesterday.

May 30 had already been proclaimed a holiday to compensate for the fact that Republic Day fell on the Sunday.

Ascension Day falls on Thursday, May 28, and there had been requests from various interest groups for the Friday to be a holiday to make a long weekend.

After consultations with business groups and the organisers of the Comrades Marathon, it was agreed that a holiday on the Saturday would cause the least disruption to sporting and commercial activity.

STEPHANE BOTHMA

Home Affairs Minister Gene Louw said last year that the Comrades Marathon Association had asked him to make the Friday the holiday, as the race was traditionally run on May 31 and competing on a Sunday was in conflict with many athletes' religious convictions. On the other hand, organised business was against additional weekday holidays for economic reasons.

It was decided to adopt the Saturday compromise, as a Saturday holiday would not increase the number of official long weekends in the year and the effect on the economy would be slight. The step would also contribute to greater participation and public interest in the Comrades.
CAPE TOWN — About 74 000 people had claimed unemployment benefits each month this year, 12 000 more than in 1991, Deputy Manpower Minister Glen Carelse said yesterday.

There was no cause for worry that the Unemployment Insurance Fund would not cope, despite the flood of applications, he said during the manpower budget vote debate.

Contributions to the fund would be increased soon.

The maximum annual income for contributors to qualify for unemployment insurance had been raised to R5 94 on May 3 from R4 332.

A new building costing about R50m was to be built to accommodate the administration of the fund as the Laboria Building in Pretoria was too small. Construction was expected to be completed by the second half of 1994.

UIF claims were paid out within four weeks of application and delays were caused mostly by employers who did not comply with the Unemployment Insurance Act.

Manpower Minister Piet Marais said the department intended combining its job creation and unemployment training schemes.

It was decisively important that the training of unemployed people be fitted into the country’s total training structure, he said.

About 1.4 million unemployed people had been trained between 1986 and 1991. Of these, about 25% had been employed immediately and another 15% entered the informal sector or were given jobs later.

The job-creation programme had given work to unemployed people for short periods mainly to create fixed assets for local authorities. Once the work had been completed they were left jobless.

The department had found that lack of suitable jobs created false expectations on completion of training.

The erosion of new-found skills of people who could not immediately be placed in employment raised the question of whether training funds were being spent effectively. Courses were “ad hoc” and did not contribute significantly to an individual’s market value.

The department was trying to lay the ground for structured qualifications. Training for the formal sector would be based on institutional training and training on the job.

It was envisaged that it would be financed from the Fund for the Training of Unemployed Persons and from funds released by Parliament. — Sapa.
13th cheque deadlock

CNA Gallo workers have declared a dispute in their annual wage talks — in spite of a well-above inflation pay offer.

The SA Commercial, Catering and Allied Workers Union (Saccawu) and the company failed to reach agreement in private mediation talks this week.

The dispute between Saccawu and Pick ‘n Pay has been resolved in conciliation board talks.

**Bonus**

CNA Gallo and the union have agreed on a R200 a month across-the-board increase and a minimum wage of R1 100 a month — a rise on the payroll of about 19%.

But Saccawu also wants a 13th cheque of 100% of the monthly rate. The company offers 75%.

The union has asked for a conciliation board hearing.

CNA Gallo chief executive Ian Outram will not speculate on the outcome of conciliation board talks, but says negotiations “have been held in a good spirit”.

Pick ‘n Pay and Saccawu settled for a pay increase of 16.6%. When the dispute was declared, the union demanded 21.3% and the company offered 13.24%.

The agreement includes R165 a month across-the-board increase, R200 monthly minimum wage and a change to the length of service bonus system.

Job flexibility issues did not form part of the deal.

A company spokesman says the parties have undertaken to negotiate a “courtesy agreement” — standard of courtesy to customers will be formulated.

Wage negotiations between SA Breweries (beer division) and the Food and Allied Workers Union (Fawu) begin on Wednesday.

Neither of the parties will comment on the offer or demand because it relates to pay. But the union says it will seek a moratorium on retrenchment.
Wage increase pacts exceed inflation rate

PAY increases exceeded the inflation rate in three wage settlements in the past week.

Wage increases of between 18% and 28% for contract cleaners were agreed upon in negotiations between the Transport and General Workers' Union (T&GWU) and the National Contract Cleaners' Association for Natal.

This brings the minimum wage for contract cleaners to R610 a month.

The agreement follows five months of negotiations after a five-week strike by 8,000 cleaners last September.

Also agreed upon was transport for night workers, guaranteed maternity leave, various shop steward rights and a commitment to literacy training.

This agreement will be gazetted in an industrial council for the industry in Natal, which the parties have agreed to establish in July.

The NUM and Anglo American Property Services (Ampros) reached agreement on increases ranging from 14% to 17%, bringing the national minimum wage for Ampros workers to R1,000 a month.

The increases, which will be implemented in June, are retrospective to April.

The third significant wage settlement followed the Pep Stores strike in Port Elizabeth. The SA Clothing and Textile Workers' Union settled for a 17% wage increase.

Meanwhile, 12,000 cleaning workers outside Natal are in dispute after employers reversed a decision to form a national industrial council.
LAST Monday a number of Cosatu and Nactu unions, led by the NUM, announced the formation of a unit trust, the Community Growth Fund (CGF), hailed as an innovative investment outlet for union provident funds. It is and it isn’t.

It is innovative in that the unions make clear the fund will buy shares only in companies deemed “socially responsible”. And it is politically innovative as the unions have made clear the outcome that they will exercise the voting power on shares held by their unit trust.

The CGF, to be managed by Syfrets, is not an innovator of investment in private sector firms by nominally socialist unions or the provident funds they manage for their members. Union provident funds already hold equities as well as other investments forming the normal portfolios of pension funds.

The new fund has no track record and it’s operating this June. It kicked off last Monday with R300 paid in by Cyril Ramaphosa. His memo, followed rapidly the next day by the well-publicised investment of R1m by the Times Media (TML) Pension Fund.

The facts that CGF is not yet operating and has no track record suggest that the TML Pension Fund’s investment could not have been motivated by its actual social criteria which normally govern pension fund investments. Furthermore, while the CGF’s managers exercised their voting rights on shares held by the unit trust, the TML Pension Fund’s initiative highlighted the dilemma of many pension fund trustees pondering how best to protect members’ interests from possible government intervention. The TML Pension Fund trustees’ position was that pension fund investment was innovative and was tagged as such by the NUM whose Manok Nokwe said it was “extraordinarily important that a company such as TML has identified itself with this cause”.

Nokwe, who has since quit the union, might be forgiven for confusing the TML Pension Fund with TML itself. Stephen Mathews, who publicly presented the pensioners’ money to representatives of the NUM, is well known as a former newspaper editor and, as TML’s president, MD. But the decision to invest in CGF was taken as a trustee of the TML Pension Fund. He and his two co-trustees decided to place the R1m with CGF.

TML publishes newspapers, including Business Day. TML’s pension fund is an entirely separate entity whose sole purpose is to manage the retirement savings of employees.

Business Day will pay particular editorial attention to CGF to compare the performance of the unit trust’s socially responsible investment with that of other companies pension funds. The TML Pension Fund is a separate entity with its own purpose.

All that is a step, for example, from investing in a fund that manages a socially responsible manner to investing in mass housing projects or non-profit enterprises sponsored by unions or political groups. Other unions could follow the NUM’s lead and form unit trusts and could try to persuade other pension funds to follow TML’s example. Numsa, for example, refused to join the NUM initiative and insists that pension funds and life insurers be obliged to redistribute wealth by investing in mass housing schemes and so on.

These are issues which have yet to be debated and resolved. But pension fund trustees who have yet to broaden their approach and who interpret their fiduciary responsibilities more naturally than TML’s might be haunted by Kipling’s words: “... once you have paid him the Dagneel you never get rid of the Dane.”

Trustees and managers are generally charged with running pension funds to maximise the benefits which will accrue to their members. Generally, those investments should be politically neutral. Union members who contribute to the CGF are aware of its restrictive investment covenant. Members of more conventional pension funds generally assume that maximisation of benefits implies a narrow financial interpretation. That is normally the case as professional fund managers rely on their investment track records when bidding for pension fund management contracts. As a result, most pension fund members understand fairly well that their investment decisions will be taken as part of a broader set of decisions which are socially responsible.

The TML initiative has brought to the forefront new issues for private pension funds. These will need to be addressed rationally and openly, for the good of existing pension fund members.

LETTER

Dilemmas looming for SA’s pension fund trustees

Blom 12:59 2.

Jim Jones

[Signature]
50 magazine journalists go on strike

DURBAN — A new chapter in labour disputes was opened yesterday when more than 50 journalists at Durban’s Republican Press went on strike.

The strike, the first by white-collar workers at the company, could threaten the publication of several magazines owned by Republican Press, an arm of the Afrikaans media giant Perskor.

The magazines include Scope, Living and Loving, Keur, Personality, Your Family and Rooi Rose.

The striking journalists, members of the South African Union of Journalists, came out yesterday to enforce their demand for an across-the-board 15 percent and 10 percent increase on merit.

They demonstrated outside the company premises in South Coast Road, Mabeni, with a variety of messages on their posters.

Some read: “You can’t be living when you are hardly living”, “All we’ve got is personality”, “Our wages are low, but our spirits are high”.

A spokesman said that all journalists had gone out except for those at the magazine Garden and Home.

He accused management of being totally unco-operative.

The spokesman said that the journalists were hoping that members of the Media Workers Association of South Africa would join them. Mwasa had previously also threatened to go on strike.

Republican Press group personnel manager Fanje Goosans said that he was not prepared to carry on negotiations through the press, and for that reason he was not going to comment on salaries.

He pointed out, however, that only members of the SAUJ were on strike out of a total workforce of 2 400.
Use of temporary staff on the rise

COMMERCE and industry is turning to temporary employees in a bid to ride out the recession.

Personnel placement practitioners have reported an increase in temporary placements this year, with many employers seeing "temping" as the best way of dealing with recessionary conditions.

By hiring temporary staff, companies do not need to spend money on employee benefits such as pensions, medical aid and retrenchment packages. They are less vulnerable to strikes and labour unrest as temporary workers are not unionised to the same extent as permanent workers, according to industry sources.

Grey's Personnel spokesman Ashley Amichan said many companies used temporary workers ranging from secretarial to professional staff as they could afford full-time staff.

"Temping is also hiring to assist when the company's workload is thinly spread among too few permanent employees," said Amichan.

Drake spokesperson Lecile Voudouris agreed that the industry had seen a significant rise in temping. She said employers were less willing to train staff on the job, prompting Drake to mount a career development programme for school leavers earlier this year.

Professional Assignments Group (PAG) chairman Syd Cotton said temping was a rapidly growing phenomenon which was in the interest of both employer and employee.

Temping was a worldwide trend, he said, allowing staff to contract out their skills and raise more quickly in their field of specialisation than if they worked for a single company.

He gave examples such as engineering contract workers and computer personnel who might lose their technological edge if the company they worked for failed to upgrade its equipment.

"Companies can work at the highest level of efficiency by retaining a core of permanent employees and hiring temporary staff as needed," said Cotton.

Association of Personnel Services Organisation president John Dawkins said many companies preferred to hire temporary staff as they were adopting a wait and see attitude to staff recruitment until the hoped-for economic upturn occurred.

Dawkins, who is also Kelly Personnel MD, said: "The first ripples of increased employment are beginning to be evident with the personnel industry feeling growing optimism about the future."

The biggest development in the future of temporary employment would be "outsourcing" where companies contracted out entire departments — such as typing pools or accounting departments — to employment agencies. "The skills shortage which SA may face once the economy recovers will be addressed by outsourcing," he said.
400 Cawu members go on strike

ALMOST 400 Construction and Allied Workers Union (Cawu) members employed by Blue Circle Cement at three plants embarked on a legal strike yesterday.

A Cawu statement said the plants affected were Lichtenburg (Western Transvaal), Hennenman (OFS) and Industria (Johannesburg).

A ballot held recently showed 88 percent of the workers were in favour of the strike.

The strike is mainly over wages, Cawu said, with the union demanding an across-the-board increase of R1,10 an hour or 18.5 percent, whichever is the greater, while the company offered 93 cents an hour or 16 percent.

The union's initial demand was R1,50 across-the-board or 35 percent.

The union also demanded payment for Family Day (December 26) and Easter Monday as public holidays, as well as an overtime food allowance of R10 calculated from the first hour of overtime worked, not three hours. - Sopa.
Controlling pension trustees in check

PETER McCulloch

I would tend to think not. SA legislation imposes a number of controls on trustees and their advisors.

Trustees must at all times act in the best interests of all the fund’s members and they will have the Financial Services Board, the fund’s auditor, and the fund’s actuary looking over their shoulders.

Furthermore, the prudent investment guidelines and other investment controls limit the trustees’ flexibility in investment matters.

Recently a new unit trust, the Community Growth Fund (CGF), was launched. It is managed by Syfrets and has union participation in its management committee. The CGF is being marketed as a potential investment for pension funds and provident funds and will be constrained in the investments it makes. This unit trust is a nod to socially acceptable investment, but although the companies’ track records in job creation, trade union relations, and environment issues will be monitored, investments made in JSE-listed companies and investment returns will be of paramount importance.

Before the advent of this unit trust, member trustees on negotiated provident funds were already setting constraints on investment managers. Thus through individual provident funds, workers already have some say on the suitability of investment decisions on assets they partly control.

It has been our experience in working with member trustees on provident funds that however much they are concerned at the social inequalities existing in SA there is a keen awareness that the provident fund can only be of limited assistance in addressing these issues. However, the economic difficulties facing the country will always be on the agenda.

The author is joint MD of Alexander Forbes Negotiated Benefit Consultants.
Cleaners march in Jo'burg

Staff Reporter

Hundreds of striking members of the Transport and General Workers Union (TGWU) and the Contract Cleaners' Association marched in central Johannesburg yesterday.

The protesters later handed over lists of demands to the offices of the Department of Manpower and the National Contract Cleaning Association (NCCA).

Their demands include a minimum wage of R1 000 a month, three months' paid maternity leave, a 25 percent night-shift allowance and provision of transport for night-shift workers.

According to the TGWU, "bosses" in the cleaning industry in the Transvaal and Cape were resisting entering into negotiations on wages and working conditions of their employees.

The TGWU accused the NCCA of reneging on an agreement to formulate a constitution for an industrial council.

Feisty Fassie fined for fisticuffs

Own Correspondent

DURBAN — Dimunitive pop star Brenda Fassie down and wept twice while giving evidence.

The singer appeared before magistrate
HUNDREDS of striking members of the Transport and General Workers Union marched through Johannesburg yesterday to protest against low wages and poor working conditions.

The protesters later handed over lists of demands to the offices of the Department of Manpower and the National Contract Cleaning Association.

They are demanding a minimum wage of R1 000 a month, three-month paid maternity leave, a 25 percent night shift allowance and transport for night shift workers.

According to TGWU, employers in the cleaning industry in the Transvaal and the Cape were resisting negotiations on wages and working conditions.

A TGWU statement accused the NCCA employers in the two provinces of reneging on an agreement to formulate a constitution for an industrial council for the contract cleaning industry.

"We ask the Department of Manpower to use its influence to persuade the bosses to see the sense of an industrial council so that proper wages and working conditions for cleaners can be negotiated on a national basis," the statement said.

THE South African Chemical Workers' Union is to hold its congress in Johannesburg from today until Saturday.

Sacwu general secretary Mr Humphrey Ndaba yesterday said the forthcoming workers' summit and violence would top the agenda.

Guests from the International Confederation of Free Trade Unions and foreign embassies will attend. The congress will also be addressed by leaders of the Azanian People's Organisation, Pan Africanist Congress, African National Congress and Inkatha Freedom Party.

Ndaba said his union had already received messages of support from international sister unions.
Post Office chairman warns against subsidies

PRETORIA — Granting massive Post Office discounts from a weakened financial base would mean economic suicide for the newly-commercialised company, SA Post Office chairman Donald Masson said yesterday.

Speaking at the annual general meeting of the SA Direct Marketing Association in Johannesburg, Masson stressed the user should pay for the cost of the service and said it was unfair to expect taxpayers to subsidise postal services.

“...it is morally indefensible for the Post Office to expect a continued subsidy from the state when millions of people face starvation, unemployment, lack of education and hospital services.”

Poor agricultural conditions caused by drought and a large enough police force were pressing needs.

Mason said the Post Office's rate adjustments lagged behind inflation at an alarming rate of 7%. It was essential the Post Office retained and expanded its client base to ensure a viable and efficient mail service, he said.

The Post Office, he said, should operate on sound business principles. It was therefore, to make it a profit-making concern within five years when state subsidies would no longer be needed. It was envisaged that shareholders would get a 25% return on capital before tax.

Masson said five task groups had been appointed to investigate problem areas within the Post Office.

The groups would investigate bulk mailers, service levels, agency systems and increasing mail volumes.

Trade unions and extra-parliamentary bodies would look at permanent mail deliveries in informal settlements.

Masson said although provision had been made for a R61 million deficit this financial year, the Post Office had invested millions in automatic mail sorting equipment and people.

He said every possible way of increasing mail volumes had to be investigated urgently. Proposals had been made for different rates for bulk mail users, an improved distribution network, the rationalisation of some services and the expansion of services.

Also being looked at was the phasing out of free street deliveries versus private post boxes and mail collection points.

Metal unions declare dispute

NEGOTIATIONS in the metal industry ended in deadlock yesterday with 11 out of 12 unions declaring a dispute with Seifisa. Seifisa responded by indicating that it would also declare a dispute soon.

And the fifth negotiation meeting at the end of May - which was meant to be the final one — will now be an executive committee meeting of the Industrial Council to discuss the dispute.

Seifisa and the metal unions, with the exception of the Iron and Steel Workers' Union which did not declare a dispute, have not moved from their opening positions. Seifisa has offered a 6.4% increase and the unions, which have about 99 demands on the table, are still seeking increases of up to 42.8%.

Seifisa said if the unions did not drop some of their demands it could not continue negotiating.

The National Union of Metalworkers (Numsa) urged Seifisa to start meaningful negotiations on the key issues it had raised.

Chief among these was Numsa's demand for a moratorium on retrenchments. This took up most of yesterday's negotiations.

Numsa said workers had accepted alternatives to retrenchment which meant a cut in wages. It was unfair to expect workers to accept retrenchments as well.

Seifisa said Numsa's demand was "completely impractical" as only improved economic conditions could stop job losses. Numsa is demanding an increase of R20 an hour or 25% of actual wages.

Several hundred leaders in Numsa-organised factories picketed the negotiations in Johannesburg.

Numsa said the demonstration showed the "groundswell of feelings" among its members about the negotiations.

Employers also rejected Numsa's core demands on parental and workers' rights, but undertook to respond at the next meeting to union calls for a code of practice to end unfair discrimination.

Seifisa said that while some unions had modified their positions, others had made no concessions at all and had rejected every employer proposal for changes to the industry's agreement.

Sapa reports Seifisa executive director Brian Angus said that by declaring a dispute, employers would be able to consider lockout action if it was not resolved.
Soos gemag, vir en namens die partye by die Raad op
die sesde dag van November 1991 te Oos-Londen onderte-
teken.

S. B. MATTHEUS,
Voorstitter.

D. CAMPER,
Ondervoorstitter.

G. R. J. STRYDOM,
Assistent sekanaris.

No. R. 1365 15 Mei 1992

WET OP ARBEIDSVERHOUDINGE, 1956

BOONYWERHEID, OOS-LONDEN: HERBE-
KRAFTIGING VAN HOOFBOUROENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van
Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op
Arbeidsverhoudinge, 1956, dat die bepaalings van die
Ooreenkoms wat in die Bylae hiervan verskyn en
betrekking het op die Onderneming, Nywerheid,
Bedryf of Beroep in die opskrif by hierdie kennisgse-
ging vermeld, met ingang van die eerste Maandag na
die datum van publikasie van hierdie kennisgewing
en vir die tydperk wat op 23 Oktober 1992 eindig,
bindend is vir die werkgewersorganisasie en die
vakverenigings wat genoemde Ooreenkoms aange-
'gaan het en vir die werkgewers en werknemers wat
iedere genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet,
dat die bepaalings van genoemde Ooreenkoms, uit-
gesendend die vervat in klusules 1 (1) (a), 2 en 3,
met ingang van die eerste Maandag na die datum
van publikasie van hierdie kennisgewing en vir die
tydperk wat op 23 Oktober 1992 eindig, bindend is
vir alle ander werkgewers en werknemers as die
genoom in paragraaf (a) van hierdie kennisgewing
wat betrokke is by of in diens is in genoemde Onder-
'naming, Nywerheid, Bedryf of Beroep in die
gebiede in klusule 1 van genoemde Ooreenkoms gese-
psiereer.

G. M. E. CAREELSE,
Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BOONYWERHEID,
OOS-LONDEN

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesui-
deur en aangegaan tussen die

Building Industries Association (East Cape)
(hierdie die "werkgewers" of die "werkgewersorganisasie"
genoom), aan die een kant, en die
Amalgamated Union of Building Trade Workers of South Afrika
Amalgamated Society of Woodworkers of South Africa
Transport Workers’ Union of South Africa
en
Construction and Allied Workers Union

Signed at East London as authorised, for and on behalf of
the parties to the Council, this sixth day of November 1991.

S. B. MATTHEUS,
Chairman.

D. CAMPER,
Vice-Chairman.

G. R. J. STRYDOM,
Assistant Secretary.

No. R. 1365 15 Mei 1992

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, EAST LONDON: RE-ENACT-
MENT OF MAIN AGREEMENT

Ik, Glen Morris Edwin Carelse, Deputy 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
hereeto and which relates to the Undertaking, Indus-
try, Trade or Occupation referred to in the heading
of this notice, shall be binding, with effect from the first
Monday after the date of publication of this notice
and for the period ending 23 October 1992, upon the
employers’ organisation and the trade unions which
entered into the said Agreement and upon the
employers and employees who are members of the
said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act,
declare that the provisions of the said Agreement,
excluding those contained in clauses 1 (1) (a), 2 and
3, shall be binding, with effect from the first Monday
after the date of publication of this notice and for the
period ending 23 October 1992, upon all employers
and employees, other than those referred to in para-
graph (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.

G. M. E. CAREELSE,
Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
EAST LONDON

AGREEMENT

in accordance with the provisions of the Labour Relations
Act, 1956, made and entered into by and between the
Building Industries Association (East Cape)
(hereinafter referred to as the "employers" or the
"employers’ organisation"), of the one part, and the
Amalgamated Union of Building Trade Workers of South Afrika
Amalgamated Society of Woodworkers of South Africa
Transport Workers’ Union of South Africa
and
Construction and Allied Workers Union
(hierna die "werkremmers" of die "vakverenigings" genoem),
aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Bunnyver-
heid, Coö-Londen.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekomen word—

(a) deur alle werkgevers en alle werkremmers wat by die
Bunnyverheid betrokke of daarin werkzaam is en wat lede is
van onderskeidelik die werkgeversorganisatie en die
vakverenigings;

(b) in die ländersdistrik Coö-Londen uitgesonderd daardie
gedeeltes wat ingevolge Goewermentskennisgewing
Nrs. 1877 en 1079 van 14 September 1981 en 10 Junie
1988 onderskiedelik oorgeplaas is vanaf Coölie.

(2) Ondanks subklausule (1)—

(a) is hierdie Ooreenkoms van toepassing op vakverenigings
en kweekeinge soos vir soveer dit nie onbestaanbaar is nie
met die bepalinge van die Wet op Mannekragopleiding, 1981,
of met enige kontrak daarruggens gesluit, of met enige voor-
waardes daarruggens gestel;

(b) is hierdie Ooreenkoms nie van toepassing nie ten opsigte
doorsiging, onderhoud, herstel of verbouwing van die volgende op plase:

(i) Woonghulse teen 'n koste van minder as R14 000, en

(ii) alle ander geboue, ongeag die koste daarvan
verbonde, wat uitsluitlik vir boerderydoelendes gebruik word
of gebruik gaan word.

2. GELDIGHEIDSDDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die
Minister van Mannekrag krachtens artikel 48 (i) van die wet

3. SPEISALE BEPALINGS

Klausules 50 en 51 van die Ooreenkoms gepubliseer bi
Goewermentskennisging R. 2094 van 14 Oktober 1988,
soos gewysig, verleng, hernieu en herbeëragt van tyd tot
tyd (hierna die "Vorige Ooreenkoms" genoem), is van toepassing
op werkgevers en werkremmers.

4. ALEMENE BEPALINGS

Klausules 3 tot en met 49 en 52 tot en met 54 van die
Vorige Ooreenkoms, soos gewysig, verleng, hernieu en
herbeëragt van tyd tot tyd, is van toepassing op Werk-
gevers en werkremmers.

5. KLOUSULE 3 VAN DIE VORIGE OOREENKOMS:
WOORDOMSKRYWING

In klausule 3, skrap die omskrywing van "Operator Graad
II" en sy gehele, en skrap die uitdruking "Operator Graad
II" waar dit ook al dwarssue die Vorige Ooreenkoms voorkom.

6. KLOUSULE 4 VAN DIE VORIGE OOREENKOMS:
LONE

Vervang die tabel in subklausule (1) deur die volgende:

"Peruur
sent
(a) Algemene Werkers
(b) Drywer van 'n meelgieter voertuig met 'n
netto draermoe van—
tot en met 1 814 kg ........................................ 400
meer as 1 814 kg tot en met 4 536 kg .................. 550
meer as 4 536 kg ........................................... 600
(c) Bediener van 'n kragkraan ............................ 550
(d) Operator graad II ...................................... 550
(e) Ambagsman ........................................... 900".

(hereinaf refer to as the "employees" or the "trade
unions"), of the other part,
being the parties to the Industrial Council for the Building
Industry, East London.

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial District of East London (excluding
those portions which were in terms of Government Notices
Nos. 1877 and 1079 of 4 September 1981 and 10 June 1988,
respectively, transferred from Coölie).

(2) Notwithstanding the provisions of subclause (1)—

(a) the terms of this Agreement shall apply to apprentices
and trainees only in so far as they are not inconsistent with
the provisions of the Manpower Training Act, 1981, or any
contract entered into or any conditions fixed thereunder;

(b) the terms of this Agreement shall not apply in respect of
the erection, maintenance, repair or alteration on farms of—

(i) dwelling-houses at a cost of less than R14 000, and

(ii) all other buildings, irrespective of cost, used or to be
used exclusively for farming purposes.

2. 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 (1) of
the Act and shall remain in operation until 23 October 1992.

3. SPECIAL PROVISIONS

The provisions contained in clauses 50 and 51 of the
Agreement published under Government Notice R. 2094
of 14 October 1988, as amended, extended, renewed and
re-enacted from time to time hereinafter referred to as the
"Former Agreement") shall apply to employers and
employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 49, inclusive, and
52 to 54 of the Former Agreement as amended, extended,
renewed and re-enacted from time to time shall apply to
employers and employees.

5. CLAUSE 3 OF THE FORMER AGREEMENT:
DEFINITION

In clause 3 delete the definition of "Operator Grade II" in
its entirety, and delete the expression "Operator Grade II"
wherever it occurs throughout the Agreement.

6. CLAUSE 4 OF THE FORMER AGREEMENT: WAGES

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

"Per hour

cents
(a) General Worker ........................................ 400
(b) Driver of mechanical vehicle with net carrying
capacity of—
up to and including 1 814 kg ........................... 450
over 1 814 kg up to and including 4 536 kg ........ 550
over 4 536 kg ........................................... 600
(c) Operator of a power crane ......................... 550
(d) Operator Grade 1 .................................... 550
(e) Artisan ........................................... 900".
7. KLOUSELE 18 VAN DIE VORIGE OOREENKOMS: JAARLIKSE VERLOF

Voeg die volgende subklausules in na subklausule (c):
(d) Vanaf 16h30 op Vrydag, 13 Desemper 1991 tot 07h30 op Maandag, 13 Januarie 1992;

8. KLOUSELE 19 VAN DIE VORIGE OOREENKOMS: BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF

Vervang die tabel in subklausule (2) (a) deur die volgende:

"Per uur sent"

(i) Drywer van 'n meeganlese voertuig met 'n netto draermoe van—
tot en met 1 814 kg .......................................... 59
meer as 1 814 kg tot en met 4 536 kg ..................... 67
meer as 4 536 kg .............................................. 72
(ii) Bediener van 'n kragkraan ........................................ 67
(iii) Operator graad 1 ............................................. 67
(iv)Ambagsman ................................................. 97½
(v) Algemene Werker ............................................. 97½

9. KLOUSELE 20 VAN DIE VORIGE OOREENKOMS: BETALING TEN OPSIGTE VAN OPENBARE VAKANSIE-DAE

In subklausule (1), voeg "Werkersdag" in na "Hemelvaartdag".

10. KLOUSELE 22 VAN DIE VORIGE OOREENKOMS: VAKANSIEFONDS

Vervang die tabel in subklausule (1) deur die volgende:

"Per week R"

(a) Drywer van 'n meeganlese voertuig met 'n netto draermoe van—
(i) tot en met 1 814 kg ......................................... 24,78
(ii) meer as 1 814 kg tot en met 4 536 kg ............ 28,14
(iii) meer as 4 536 kg .......................................... 30,24
(b) Bediener van 'n kragkraan ........................................ 28,14
(c) Operator graad 1 ............................................. 28,14
(d) Ambagsman ................................................. 40,95
(e) Algemene Werker ............................................. 15,54½

11. KLOUSELE 23 VAN DIE VORIGE OOREENKOMS: DIE NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERDCH

In subklausule (2), vervang die uitdrukking "15c" deur die uitdrukking "45c".

12. KLOUSELE 29 VAN DIE VORIGE OOREENKOMS: ALGEMENE FONDS VAN DIE RAAD

(1) Vervang in subklausule (1) die uitdrukking "91c", "79c" en "64c" deur onderskeidelik die uitdrukking "R1,25", "R1,13" en "R1,00" en vervang "R5,00" deur "R10,00".

(2) In subklausule (4), vervang die uitdrukking "R5,00" deur die uitdrukking "R10,00".

13. KLOUSELE 34 VAN DIE VORIGE OOREENKOMS: PENSIOENFONDS

In subklausule (2) (a), vervang die uitdrukking "65c", "R27,30" en "R54,60" waar hulle ook al voorkom deur onderskeidelik die uitdrukking "74c", "R31,08" en "R62,16".

7. CLAUSE 18 OF THE FORMER AGREEMENT: ANNUAL LEAVE

Insert the following subclauses after subclause (c):
(d) from 16h30 on Friday, 13 December 1991, until 07h30 on Monday, 13 January 1992;
(e) from 16h30 on Friday, 18 December 1992, until 07h30 on Monday, 11 January 1993.

8. CLAUSE 19 OF THE FORMER AGREEMENT: PAYMENT IN RESPECT OF ANNUAL LEAVE

Substitute the following for the table in subclause (2) (a):

"Per hour cents"

(i) Driver of mechanical vehicle with a net carrying capacity of—

  up to and including 1 814 kg ......................... 59
  over 1 814 kg up to and including 4 536 kg ...... 67
  over 4 536 kg .............................................. 72
(ii) Operator of a crane ........................................ 67
(iii) Operator Grade 1 ........................................... 67
(iv) Artisan .................................................. 97½
(v) General Workers .............................................. 97½

9. CLAUSE 20 OF THE FORMER AGREEMENT: PAYMENT IN RESPECT OF PUBLIC HOLIDAYS

Insert "and Workers’ Day" after "Ascension Day".

10. CLAUSE 22 OF THE FORMER AGREEMENT: PAYMENT IN RESPECT OF HOLIDAY FUND

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

"Per week R"

(a) Driver of mechanical vehicle with a net carrying capacity of—

  (i) up to and including 1 814 kg .................. 24,78
  (ii) over 1 814 kg up to and including 4 536 kg . 28,14
  (iii) over 4 536 kg ......................................... 30,24
(b) Operator of crane .............................................. 28,14
(c) Operator Grade 1 ........................................... 28,14
(d) Artisan .................................................. 40,95
(e) General Worker ............................................. 15,54½

11. CLAUSE 23 OF THE FORMER AGREEMENT: NATIONAL DEVELOPMENT FUND

In subclause (2), substitute the expression "45 cents" for the expression "15 cents".

12. CLAUSE 29 OF THE FORMER AGREEMENT: GENERAL FUNDS OF THE COUNCIL

(1) In subclause (1), substitute the expressions "R1,25", "R1,13" and "R1,00" for the expressions "91c", "79c" and "64c", respectively, and "R10,00" for "R5,00".

(2) In subclause (4), substitute the expression "R10,00" for the expression "R5,00".

13. CLAUSE 34 OF THE FORMER AGREEMENT: PENSION FUND

In subclause (2) (a) substitute the expressions "74c", "R31,08" and "R62,16" for the expressions "65c", "R27,30" and "R54,60", respectively, wherever they occur in this subclause.
14. KLOUSULE 37 VAN DIE VORIGE OOREENKOMS: BYDRAE TOT DIE MEDIESE BYSTANDSFONDS
   (1) In subklausule (1), vervang die uitdrukkinge "36c", "R15,12" en "R30,24" deur onderskeidelik die uitdrukkinge "36c", "R16,38" en "R32,76".
   (2) In subklausule (2), vervang die uitdrukkinge "R30,24" deur die uitdrukking "R32,76".

15. KLOUSULE 45 VAN DIE VORIGE OOREENKOMS: SIETKSTBYSTANDSTOELEA
   In subklausule (1), vervang die uitdrukkinge "2c", "1c" en "1c" deur die uitdrukkinge "4c", "2c" en "1c" waar dit onderskeidelik in die subklausule voorkom.

16. KLOUSULE 46 VAN DIE VORIGE OOREENKOMS: BYDRAE TOT DIE SIETKSTBYSTANDSFONDS
   Vervang die uitdrukkinge "R1,68", "84c" en "42c" deur die uitdrukkinge "R3,36", "R1,68" en "84c".

17. KLOUSULE 52 VAN DIE VORIGE OOREENKOMS: VAKVERENIGINGLEDIGEDGELD
   Skrap subklausule (5).
   Namens die partye op heide die 8ste dag van Oktober 1991 te Oos-Londen onderteken.
   D. B. CAPLES,
   Voorsitter.
   G. SMITH,
   Ondervoorsitter.
   G. R. REED,
   Sekretaris.

DEPARTEMENT VAN NASIONALE
GESONDHEID EN BEVOLKINGS-
ONTWIKKELING

No. R. 1344 15 Mei 1992

ROOKBEHEERSTREEKBEVEL KRAGTENS ARTIKEL 20 VAN DIE WET OP VOORKOMING VAN LUGBESOEDELING, 1965 (WET NO. 45 VAN 1965)

Ek, Stefanus Johannes Schoeman, Adjunkminister van Nasionale Gesondheid, kondig hierby kragtens artikel 20 van die Wet op Voorkomming van LugbesoeDELing, 1965 (Wet No. 45 van 1965), ondergemelde bevel van die Munisipaliteit van Knysna af wat deur my na oorlegging met die Nasionale Advieserende Komitee op LugbesoeDELing bekringig is.

MUNISIPALITEIT VAN KNYSNA: TWEEDE ROOKBEHEERSTREEKBEVEL

1. Die Munisipaliteit van Knysna verklaar hierby kragtens die bevoegdheid hom verleen by artikel 20 (1) van die Wet op Voorkomming van LugbesoeDELing, 1965, dié gebied in die Bylae hiavan om skrif tot 'n rookbeheerstreek.

2. Geen einaar of okkupaerder van 'n persel in klousule 3 bedoel, mag in hierdie rookbeheerstreek die uitlatoring of voortkoming van rook van so 'n digtheid of inhoud dat dit in groter mate as 20 persent ver- donker, uit sodanige persel veroorsaak of toelaat nie.

3. Hierdie bevel is van toepassing op—
   (a) alle perselle en geboue in gebruikstreke geklas-
   sificeer as speisiale woon-, algemene woon-
   algemene besigheid- of speisiale besigheids-
   treke of as streke vir speisale, ontbepaalde, land-
   bou-, inrigtings-, onderrig- of munisipale doel-
   eindes: Met dien verstande dat waar industriële

DEPARTMENT OF NATIONAL
HEALTH AND POPULATION
DEVELOPMENT

No. R. 1344 15 Mei 1992

SMOKE CONTROL ZONE ORDER IN TERMS OF SECTION 20 OF THE ATMOSPHERIC POLLUTION PREVENTION ACT, 1965 (ACT NO. 45 OF 1965)

1. Stefanus Johannes Schoeman, Deputy Minister of National Health, hereby in terms of section 20 of the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965), promulgate the undermentioned order of the Munisipality of Knysna, which was confirmed by me after consultation with the National Air Pollution Advisory Committee.

MUNISIPALITY OF KNYSNA: SECOND SMOKE CONTROL ZONE ORDER

1. The Munisipality of Knysna hereby declares, under and by virtue of the powers vested in it by section 20 (1) of the Atmospheric Pollution Prevention Act, 1965, the area defined in the Schedule hereto to be a smoke control zone.

2. In this smoke control zone no owner or occupier of any premises referred to in Clause 3 shall cause or permit the emanation or emission from such premises of smoke of such density or content that it obscures light to an extent greater than 20 per cent.

3. This order shall apply to—
   (a) all premises and buildings in use zones classified as special residential, general residential, general business or special business zones or as zones for special, undetermined, agricultural,
DEPARTEMENT VAN MANNEKRAG

No. R. 1342 15 Mei 1992

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIESE NYWERHEID, OOS-LONDEN: WYSIGING VAN HOOFDOOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepaling van die Ooreenkomst (hierna die Wysigingsooreenkomst genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskryf by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1992 eindig, bindend is vir die werk- gewersorganisasie en vir die vakvereniging wat die Wysigingsooreenkomst aangegaan het en vir die werk- gewers en werknemers wat lede van werkgewers en werk- nemers wat lede van genoemde organisasie of vakvereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepaling van die Wysigingsooreenkomst, uitgesonder dit vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1992 eindig, bindend is vir alalle ander werkgewers en werk- nemers as die 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 Wysigingsooreenkomst gesepefiseer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

BLYAEG

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIESE NYWERHEID, OOS-LONDEN

HOOFDOOREENKOMS

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

Electrical Contractors’ Association (South Africa)
(hierna die “werkgewers” of die “werkgewersorganisasie” genoem), aan die een kant, en

The South African Electrical Workers’ Association
(hierna die “werk- nemers” of die “vakvereniging” genoem), aan die ander kant,

wat die partye by die Nywerheidsraad vir die Elektrote- gniiese Nywerheid, Oos-Londen,

DEEL I

ALGEMENE VOORWAARDERS WAT DEURGAANS OP HIERDIE OOREENKOMS VAN TOEPASSING IS

1. GEBIED EN TOEPASSINGSBESTEK

(1) Hierdie Ooreenkomst moet nagekom word deur alle werkgewers en werk- nemers in die Elektroteginiiese Nywer- heid—

(a) wat lede is van onderskeidelik die werkgewersorganisasie en die vakvereniging, en

DEPARTMENT OF MANPOWER

No. R. 1342 15 Mei 1992

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY, EAST LONDON:

AMENDMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 30 June 1992, upon the employers’ organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) In terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a) shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 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 Amending Agreement.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY, EAST LONDON

MAIN AGREEMENT

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

Electrical Contractors’ Association (South Africa)
(hereinafter referred to as the “employers” or the “employers’ organisation”), of the one part and

The South African Electrical Workers’ Association
(hereinafter referred to as the “employees” or the “trade union”), of the other part

being the parties to the Industrial Council for the Electrical Industry, East London,


PART I

GENERAL CONDITIONS APPLICABLE THROUGHOUT THIS AGREEMENT

1. AREA AND SCOPE OF APPLICATION

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

(a) who are members of the employers’ organisation and the trade union respectively, and
(b) wat betrekkings is by of werkzaam is in die Nywerheid in die landbouindustrie: Oos-Londen (uitsluitend daardie gedeelte wat voor die publikasie van die Ministerie van Geboomtuwing 1079 van 10 Junie 1988 binne die Republiek van Gisels geval het).

(2) Ondanks subklausule (1) is hierdie Ooreenkoms van toepassing op vaklike en kweekings slegs soos dit nie onbestaanbaar is met die Wet op Mannekragpleidp, 1901, of met voorwaardes of kennisgewings wat daarartig voorgestel of besluit is nie.

(3) Vir die toepassing van hierdie Ooreenkoms word die wikkelkose loonkies op vaklike en kweekings wat kragtens die Wet op Mannekragpleidp, 1901, voorgestel is as die weekloon van sodanige werknemers geag en is die uurloon die weekloon soos hierbo bereken, gedeel deur die getal gewone ure deelde die getal gewone ure wat daarmi de betrokke bedrijfsmisering gewerk word.

2. KLOUSESLE 16: DIENBESIINDING

(1) Vervang die opsikte van hierdie klousule deur die volgende:

"16. DIENBESIINDING EN UITREELON".

(2) Voeg die volgende subklausules (3) en (4) in:

"(3) Wanneer 'n werknemer met twee of meer jaar diens by dieselfde werkgever in die Nywerheid wegdien en as gevolg van 'n tekort aan werk of die sluiting van die besigheid, moet hy, bo en behalve enige ander gelde aan hom verskuldig, 'n uitreeloon van minstens drie dae se loon vir elke voltooi de jaar diens, tot 'n maksimum van minstens drie jaar diens, betaal word.

(4) Ondanks subklausule (1) moet die werkgever aan die werknemer ten minstens vyf werkdae kennis gee om sy dienskontrak te beëindig, waar sodanige beëindiging as gevolg van afdanking is."

DEEL II

3. KLOUSESLE 1: TOELAES

In subklausule (1) (e) (ii) vervang die bestaande tabel in die voorlaatste paragraaf deur die volgende:

<table>
<thead>
<tr>
<th>&quot;Per nag R&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meester-elektrisië, elektrisië, ambangsman en WFT</td>
</tr>
<tr>
<td>Alle ander kategorieë</td>
</tr>
</tbody>
</table>

4. KLOUSESLE 4: OPGAWE VAN LONE EN VERDIENTE

Vervang die loontabel deur die volgende:

<table>
<thead>
<tr>
<th>&quot;Sent per uur&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meester-elektrisië, ambangsman en WFT</td>
</tr>
<tr>
<td>Elektro 3</td>
</tr>
<tr>
<td>Elkopon 2</td>
</tr>
<tr>
<td>Elkopon 1</td>
</tr>
</tbody>
</table>

5. KLOUSESLE 4bis: GEWAARBERGDE MINIMUM VERHOOGINGS EN VERGOEDING

Strap hierdie klousule in sy geheel.

6. KLOUSESLE 5: VERLOFBONUS

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

"(b) Enige werknemer wie se kategorie gedurende 'n verlofperiode van 'n laer na 'n hoër kategorie verander, moet wanneer hy vir verklaas, 'n bonus ontvang wat op 'n pro rata-basis bereken is volgens die aantal dae wat hy in elke kategorie gewerk het.".

(b) who are engaged or employed in the Industry in the Magisterial District of East London (excluding that portion which, prior to the publication of Government Notice 1079 of 10 June 1988, fell within the Republic of Gisels).

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1961, or any conditions prescribed or any notice served in terms thereof.

(3) For the purposes of this Agreement, the weekly wage rate of apprentices prescribed under the Manpower Training Act, 1961, shall be taken to be the weekly wage of such employees, and the hourly rate shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.

2. CLAUSE 16: TERMINATION OF EMPLOYMENT

(1) Substitute the following for the heading to this clause:

"16. TERMINATION OF EMPLOYMENT AND SEVERANCE PAY."

(2) Insert the following subclauses (3) and (4):

"(3) Whenever an employee who has served two or more years' service with the same employer in the Industry is retrenched as a result of a shortage of work or the closure of the business, he shall be paid, in addition to any other moneys due, severance pay of not less than three days' wages for each completed year of service up to a maximum of ten years' service.

(4) Notwithstanding the provisions of subclause (1), not less than five working days' notice shall be given to the employer to terminate a contract of service, where such termination is as a result of retrenchment."

PART II

3. CLAUSE 1: ALLOWANCES

In subclause (1) (e) (ii) substitute the following for the existing table appearing in the penultimate paragraph:

("Per night R")

| Master electrician, electrician, artisan and DAM | 30.00 |
| All other categories | 20.00 |

4. CLAUSE 4: SCHEDULE OF WAGES AND/OR EARNINGS

Substitute the following for the table of wages:

("Cents per hour")

| Master Electrician | 998 |
| Electrician, artisan and DAM | 841 |
| Elkopon 3 | 523 |
| Elkopon 1 | 316 |

Driver of a vehicle, the unitled mass of which is—

| (a) up to 3 500 kg | 345 |
| (b) from 3 501 kg to 9 000 kg | 408 |
| (c) 9 001 kg and over | 475 |

Labourer | 259.00 |

5. CLAUSE 4bis: GUARANTEED MINIMUM INCREASES AND OFFSET

Delete this clause in its entirety.

6. CLAUSE 5: LEAVE BONUS

Substitute the following for subclause 2 (b):

"(b) Any employee whose category changes from a lower to a higher category during any leave cycle shall, on qualifying for leave, receive a leave bonus calculated on a pro rata basis on the number of days completed in each category."
No. R. 1365

15 Mei 1992

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, OOS-LONDEN: HERBEKRAGTIGING VAN HOOFDOORENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepaling van die Ooreenkomst wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Begeg in die opskrif by hierdie kennisgewing vermeld, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Oktober 1992 eindig, bindend is vir die werkgewers en werknerms wat die vakverenigings wat genoemde Ooreenkomst aangegaan het en vir die werkgewers en werknerms wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepaling van genoemde Ooreenkomst, uitgesonderd die vervat in klusules 1 (1) (a), 2 en 3, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Oktober 1992 eindig, bindend is vir alle ander werkgewers en werknerms as die genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens in genoemde Onderneming, Nywerheid, Bedryf of Begeg in die gebiede in klusule 1 van genoemde Ooreenkomst gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE SOUBYWERHEID, OOS-LONDEN

OORENKOMS

ooroeknorstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangepas by die

Building Industries Association (East Cape)
(hieraan die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Amalgamated Union of Building Trade Workers of South Africa
Amalgamated Society of Woodworkers of South Africa
Transport Workers' Union of South Africa
en
Construction and Allied Workers Union

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
EAST LONDON
AGREEMENT

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

Building Industries Association (East Cape)
(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Amalgamated Union of Building Trade Workers of South Africa
Amalgamated Society of Woodworkers of South Africa
Transport Workers' Union of South Africa
and
Construction and Allied Workers Union

Signed at East London as authorised, for and on behalf of the parties to the Council, this sixth day of November 1991.

S. B. MATTHEUS,
Chairman.

D. CAMPHER,
Vice-Chairman.

G. R. J. STRYDOM,
Assistant Secretary.

No. R. 1365

15 May 1992

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, EAST LONDON: RE-ENACTMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 first Monday after the date of publication of this notice and for the period ending 23 October 1992, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 3, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 23 October 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.
COMMUNITY GROWTH FUND

Testing some uncharted waters

There might be mutual benefits - but there are also costs

A breakthrough for the workers and a triumph for the markets. The Community Growth Fund (CGF), to be launched next month, has been hailed in these terms. Can it be both?

That, ostensibly, could be the case. A unit trust will invest trade union funds in the shares of listed companies that pass the test of union acceptability. So it will bring together the objectives of those traditionally adversarial factors of production: capital and labour.

The fund, conceived by the Labour Research Service (LRS), a Cape-based research organisation that has been advising unions for six years, gives people previously alienated from the concept of markets an important stake in them. Where once the only way to gain control of the means of production was to seize it, there is now a constructive alternative offering at least a means of influence.

Though the amount of funds involved and the way in which they will be invested will not allow for control, CGF will give workers the opportunity to call to account the behaviour of major listed companies through the investment decisions of their representatives. And, through their retirement benefits, it gives them a share in the profits of successful companies.

For the markets, it means that threats of nationalisation, and various other forms of intervention to achieve “social” ends, could recede. The success of such ventures will provide an incentive to keep financial markets operating freely and effectively.

But CGF comes with a price — for the unions and the markets.

The trade union movement has drawn heavily on collectivist ideas for its inspiration. So hardline socialists will see CGF as a co-option to capitalism that concedes an essential verity.

Workers already participate in the market system through contributions to pension and provident funds that are invested in quoted shares. The Metal Industries Group Pension Fund and the newly formed Metal Industries Provident Fund have assets of more than R4bn between them, while the Mineworkers’ Provident Fund amounts to R394m.

So far, trade unions have not had much influence on how the funds have been invested. Most are guaranteed by insurers who make the real decisions; they may be sensitive to union scruples but don’t consult trustees on each investment. And, in most pension funds, there is no worker participation.

For the markets, the investment prescription that these funds bear may undermine the efficient allocation of resources through criteria other than profitability.

There is another dimension. The fund is open to other investors and at least one has already announced participation.

An immediate problem arises with the investment of pension funds under management control. The rationale for the control is that benefits are guaranteed by the employer who is responsible for any shortfall in the funding of benefits. This seems fair enough. But, though benefits are stipulated by a formula, annual bonuses to pensioners and the improvement of benefits for members depend on pension fund profitability — and these are not guaranteed by the employer.

This complicates the fiduciary responsibility of pension fund trustees should an employer restrict the growth potential of the fund by placing it with CGF. The crucial question then is: how much will the ethical criteria conflict with investment objectives?

To answer that requires scrutiny of how CGF will operate. Syfrets has placed R2m of its own corporate funds in CGF and hopes to attract up to 30% of unions’ pension and provident fund contributions. Though they may not yet have committed their funds, several major Cosatu- and Nactu-affiliated trade unions have already endorsed the CGF.

Funds — which will be placed with trustee Standard Bank — will be managed by the Community Growth Management (CGM) company, jointly controlled by Syfrets and a trade union sponsored company, Unity. Syfrets representatives on CGM will make an initial selection based on the investment merits of shares listed on the JSE. These will then be evaluated against a weighted checklist of ethical criteria.

There are safeguards against poor investment decisions. The initial choice will be provided by Syfrets, an institution which has to preserve its reputation in the investing community. While trade unions may disqualify some of the companies on the Syfrets short list, they will be confined to it. In other words, under present plans of operation all they can do is shuffle the pack.

This does not eliminate the danger that the fund will disinvest from companies involved in disputes with its trade unions. However, Manokoa Nhewe of the National Union of Mineworkers, and a director of the fund management company, says CGF will not be used to bash companies. It will be more concerned with overall labour policies than day-to-day issues. There should be some protection in the representation of unions from various sectors.

The role played by the chairman of the CGM board, Anthony Asher, will be pivotal. Professor of the department of actuarial science at the University of the Witwatersrand, and formerly chief actuary of the Prudential, which in 1987 merged with Liberty, Asher will be called on to break deadlocks. His decisions will be dictated by the long-term interests of the CGF, he says.

Though day-to-day disputes may not disrupt investment policy, industrial relations policies will presumably be an overriding factor in decision-making.

Other criteria are: job creation within SA, products, health and safety, training for black workers, black advancement, reinvestment of profits in the company, care of the environment, equal opportunity for women, disclosure of information, social responsibility, political donations, and workers’ participation in management decisions.

The LRS’s Gordon Young says evaluation started a month ago. “This is not a new field for us. We analyse companies for wage bargaining purposes; so we have a comprehensive database.” But companies have not been scored yet as trade union representatives must still decide on the weighting.

The weighting is crucial because the companies do not necessarily present a clear profile. Some of the conflicts that might arise can be seen by examining shares held by Old Mutual on behalf of, among others, trade union provident funds.

As of October 1991, these included Anal- mint-De Beers, Barlow Rand, Gencor, Rembrandt, Richemont, SA Breweries and Safren.

De Beers, of course, would be dragged down by its offshore Centenary investment and its poor disclosure. On the other hand, the company pays wages substantially ahead of the rest of the mining industry and has recognised full-time shop stewards.

Barlow Rand would be downgraded because of its extensive contracts with Armscor. But management of the gold division has dramatically changed its attitude to the union, which has full recognition, and there is an open-book policy in negotiations. And Namputs has softened its industrial relations approach since a strike in 1990.

There has been speculation that Rem-
Wage negotiations end in a deadlock

THE fourth round of wage negotiations in the metal industry ended in deadlock yesterday, employer and union representatives said.

The talks were briefly interrupted by demonstrating trade union representatives, according Mr Les Ketteldeas of the National Union of Metalworkers of South Africa.

In a statement, he said no real progress had been made in the negotiations affecting more than 320 000 workers. - Sapa.
Media workers' strike goes on

Journalists at Republican Press went into their fourth day of a strike yesterday waving banners and picketing in a bid to get a 15 percent pay increase.

As picketing continued, the South African Union of Journalists said management had forbidden non-strikers to talk to striking colleagues.

SAUJ assistant co-ordinator Gavin Crutchley accused the management of "blackmailing" senior editors.

An RP spokesman said management was not available to comment to the media this week.

Fifty RP journalists in Durban, three in Cape Town and six in Pretoria are on strike for better pay and working conditions. The management has offered a 10 percent increase. - Sapa
No agreement as clothing wage talks near conclusion

CAPE TOWN — Wage negotiations in the clothing industry enter their final, third round this week with prospects of an agreement being reached looking extremely bleak at this stage.

An estimated 7,000 SA Clothing & Textile Workers Union members opposed the increase of about 6% offered by manufacturers at a mass meeting at the Goodwood Showgrounds on Sunday.

Union members committed themselves to strike action should employers not improve on the offer.

They also rejected the 9.75% increase in wages for footwear workers and the increases of less than 10% offered by some textile companies.

Chief negotiator for the Cape Clothing Manufacturers Association and the Cape Knitting Industries Association and Sear-del group industrial relations executive Johann Baard said yesterday the two parties were poles apart with only one more day left to negotiate. Further rounds of negotiations required the mutual consent of both parties.

"Things are not looking optimistic, but the negotiations are still alive so there is still hope," he said, adding that employers were deeply concerned about the gulf separating the two parties. The Cape negotiations resume today.

According to official statistics provided by the National Clothing Federation, employment in the clothing industry declined from 113,700 in April 1991 to 104,600 in April 1992. 40 factories had closed since December and production volumes were expected to decline by about 6% in line with last year's fall.

The union has demanded a 17.5% increase or R33, whichever is the greater, and has also presented other demands which Baard said would add an approximate 20% to the wage increase.

He said employers were offering a 3% wage increase and a further 3% increase in benefits, for example, sick pay. Alternatively, the full 6% could be taken as a wage increase.
Social responsibility need not curb investment returns

The CGF will focus particularly on rule four, at the expense of rule five but not of the first three. As everybody knows, rule five is usually followed by investment managers controlled by the conglomerates.

But will restrictions placed on the investment manager reduce the investment return?

Funds need as few as 12 stocks to be fully diversified. There are 150 stocks in the JSE Actuaries Index. This means that Syfrets will have plenty of choice, even if restricted to only half the shares in the index. The CGF can, therefore, be sufficiently diversified.

The return will be reduced only if the shares bought by the CGF are too highly priced. If the price rises too much, other investors in these shares will sell them and drive the return to a more reasonable level. Serious distortions will occur only if the CGF becomes a very large investor. If this were to happen, selection criteria might have to be relaxed if the CGF were to remain an appropriate investment for retirement funds.

In addition, LSR has chosen Syfrets to manage the CGF because of its excellent investment performance in the recent past. All in all, I would be surprised if the performance of the CGF differed much from other unit trusts.

But surely companies that pay higher wages must have lower profits and lower investment returns? This is a common fallacy. It is not important for a company to have a particularly high rate of return on shareholders' funds. Excellent investment yields are more likely to arise from high growth in profits. Companies that show a high rate of profit may well be bad investments if the high return is dependent on shareholders exploiting one of the other stakeholders in the company, as a result of an unwillingness to invest in future growth. (The stakeholders in the company—apart from the shareholders—are the employees, suppliers, customers and society as a whole.)

Where companies are paying higher than average wages to their unskilled labour, it is possible that one or other of the other holders are making sacrifices. It is also possible that higher productivity allows the paying of higher wages. The aim we are setting ourselves is a fair division of the company's turnover between wages, salaries, profits and returns to other stakeholders. It is a question of not too much nor too little, and applies equally to wages, salaries, profits and directors' fees.

But are company management not responsible for maximising profits, and will the CGF not do harm by encouraging managers to concentrate on other things?

In discussions with the members of various unions, I have found that their major concern is the area of investment is its relationship to the creation of jobs. This is, therefore, also likely to be the main concern of the CGF. A company that is going to provide consistently higher returns to its shareholders can only do so by finding new markets for new products and, in the process, creating jobs. In the long run, job creation and superior profits go hand in hand—there is no other way.

In his article (Business Day, May 12), Jim Jones raised the question of whether trustees were not abdicating investing in the CGF.

This is a question of corporate governance which is becoming an important issue internationally. If retirement funds own most of the shares in the companies, and they do not exercise their votes, who controls the companies' managers?

I agree that the exercise of votes is a fiduciary responsibility of trustees. This is, however, seldom done in SA. The problem is that retirement fund trustees are seldom in a position to be adequately informed about every company in which they invest. They are necessarily dependent on consultants of one sort or another to advise them in this area. A major reason for supporting the CGF is that it will provide the first such service in SA. This is a crucial area for the demutualisation and revitalisation of SA business.

When all is said and done, is there not a danger that the investment decisions taken by the CGF will not be made in the best financial interest of the members?

We are not perfect. Mistakes will be made. But there are two reasons why an investment in the CGF may well yield better returns than the alternatives.

The first is that the CGF will concentrate on the long term. We will attempt to avoid companies that are making short-term profits from pollution, racial discrimination, exploitative wages and other shortsighted policies. In the long run, these companies will have to pay for their myopia, and investment in them is therefore risky for retirement funds.

The second reason is that, in the CGM management company board, the investment managers are going to have to justify their points of view more thoroughly than would be the case in the average investment committee. Better decisions are likely to be hammered out, and investors are likely to benefit.

Asher is director of actuarial studies at Wits University and chairman-elect of the management company of the CGF.
Social responsibility need not curb investment returns

ANTHONY ASHER

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Asher is director of actuarial studies at the University and chairman-elect of the management company of the CGF.
Negotiations deadlock despite compromises

CAPE TOWN — Negotiations between western Cape clothing manufacturers and the SA Clothing & Textile Workers' Union have reached stalemate, despite compromises by both parties at the third and final round of talks this week.

Employers increased their packaged offer of 6%, which covers wages, the provident fund and sick pay, to 7%, while the union dropped its wage demand to 16%, from 17.5%. Cape Clothing Manufacturers' Association and the Cape Knitting Industries' Association chief negotiator, Johannes Baard said yesterday.

The union found the proposals "unsatisfactory", but agreed to take them back to its membership for discussion, Baard said.

The third and final round of negotiations in Natal takes place today.
Everything keeps going wrong at Toyota plants

By FERIAL HAFFAJEE
MANY prospective Toyota buyers now face a four-month wait for their new wheels because of a two-week strike at the company's Durban plant.

Every day 430 motor cars do not roll off the assembly line and the 6 000 workers on strike lose R800 000 in wages. Experts estimate that the company has lost R207-million in turnover and the communities where workers live have lost R72-million workers would have spent there. In addition, the company's 68 component suppliers have lost R42-million with the figure climbing by R5-million a day.

These are the startling statistics behind the strike which was sparked by the actions of an allegedly racist line manager “who practises outdated industrial relations”, alleges the National Union of Metalworkers of South Africa (Numsa). Workers are on strike to demand that he be fired.

But the company says: “By demanding that we act against a supervisor without any recourse to due process, workers are violating their own hard-won advances toward security of employment.”

On Tuesday, the parties agreed to refer the matter for arbitration. But workers refuse to return to work until the arbitrator makes an award. “The inference is that any return to work will be conditional on a finding in favour of the workers. This is an untenable situation for us,” says Toyota.

The union says that management was alerted to workers' dissatisfaction with the line manager in February and failed to do anything about it.

“We feel that if workers come back to work now, management might come up with delaying tactics so problems must be resolved while we are on strike.”

On May 7, the company was granted an interdict by the industrial court forcing workers to go back to work. Workers have ignored the interdict and are adamant about staying on strike “even for a thousand days”.

The call for the dismissal of the line manager has been extended; two other senior managers are also on the firing line. In addition workers are demanding the reinstatement of a shop-steward dismissed six months ago.

Numsa regional organiser in Durban Magraps Hlatswayo, said that the parties held five meetings to iron out the dispute. On Wednesday they worked late into the night to find a way out of the impasse.
OFFER WE CAN REFUSE: Clothing workers and members of the South African Clothing and Textile Workers Union at a demonstration in Woodstock make known their attitude to their employer's wage offer. 23/5/97

Photo: Yunus Mohamed
Holidays glut ‘detrimental to economy’

Pretoria Bureau

South Africa has too many holidays, resulting in frequent disruption of normal business and industrial operations, according to the Afrikaanse Handelsinstituut.

The AHI said the situation was detrimental to the economy, currently experiencing its longest post-war recession.

In April and May alone, there are five public holidays and May 20 has also been designated a holiday this year to accommodate the Comrades Marathon.

Home Affairs is adamant, however, that the last weekend of May is not officially a long weekend, despite Republic Day (May 31), Ascension Day (May 28) and the Comrades (May 30) all falling within four days of each other.

Friday, May 20, will be a normal working day, as will Monday, June 1. April and May cause havoc for the business sector every year, as there is a glut of holidays over this period.

The National Productivity Institute estimates SA loses about R251 million in potential revenue on each public holiday.

However, there will be a slight reprieve for businessmen this year, as a number of the holidays fall over weekends.

The SA Chamber of Business would prefer a better spread of holidays throughout the year.
Multi-nationals want to axe SA 'code of conduct'

LONDON. — British and multi-national companies operating in South Africa want to drop the European Community "code of conduct" governing minimum pay and conditions for black staff.

European foreign ministers meeting in Brussels this week will discuss the argument of top companies that the code has outlived its usefulness and is difficult to apply because of rapid reform in South Africa.

Unilever, which employs about 4,000 black people in South Africa, said the code had outlived its use as it was now increasingly difficult to identify people on a racial basis in South Africa.

But the Observer in London reported yesterday that Cosatu had been alerted and while accepting that the code needed to be brought up to date, would argue that its protective value was still needed.

"We would like to see a much broader code of investment introduced, which will assist in restructuring the economy," said Cosatu press spokesman Neil Coleman.

A Foreign Office spokesman in London said the British government did not want the code scrapped but felt it should be amended to meet changing times.

The code was introduced 15 years ago after an investigation ordered by the then Labour Party government in Britain found that dozens of major British companies were paying black staff below official poverty wage levels and often making them work in inhuman conditions.

The code forced hundreds of companies to dramatically improve pay and conditions for black people.

Absa in ME trade link-up

MANAMA, Bahrain. — South Africa's biggest bank, Absa Bank Limited, said at the weekend it had established links with Middle East parties for the first time to try to begin financing trade between the two areas.

Stephanus Smith, GM of Absa's International Banking Services, told reporters in Bahrain that banks in the United Arab Emirates and Egypt had agreed to establish credit lines with his firm to accommodate anticipated business.

Gulf Arab states have not formally lifted economic sanctions against South Africa but business links between the two areas have been blossoming during the past few months.

Smith, who visited the Gulf island state with a SA business delegation, said he hoped to establish similar credit links with banks in Oman, Qatar and Bahrain, the Middle East's main financial hub.

He also hoped to set up foreign exchange dealing lines with banks in Bahrain's offshore banking market — Sapa- Reuter
Toyota and union in bid to end strike

DURBAN — The dispute which has brought the giant Toyota motor assembly plant at Prospecton to a halt for the past two weeks remained unresolved last night.

And yesterday the National Union of Metal Workers warned that it would not be held to ransom by Toyota's refusal to attend national vehicle industry pay talks as a result of the strike, reports Sapa.

Toyota did not attend the third round of national pay negotiations in Port Elizabeth on Friday, employer spokesman Dave Kirby said yesterday.

"As a result, agreements reached at the pay talks would not be binding on Toyota. At Toyota's Prospecton plant representatives of the management and workers were engaged in a day-long internal inquiry yesterday into complaints against three staff members at the plant."

The inquiry would continue today, MD Ralph Broadley said last night. "Hopefully it will come to an end soon," he said.

To Page 2

About 6 000 workers downed tools on May 7 in support of their demand for the dismissal of a superintendent for alleged discrimination, and later added the removal of two managers to their demands.

Frequent talks between management and the National Union of Metalworkers of SA officials failed to break the deadlock.

Union spokesman Thomas Magxes Bushwayo said if the outcome of the inquiry was "satisfactory", strikers would return to work today.

Commenting on Toyota's decision not to attend the wage talks, Numsa chief negotiator Les Kellidias said any agreement reached at the national bargaining forum (NBF) would be binding on Toyota.

"We do not believe that the NBF should be bound to ransom by any company that experiences problems at plant level which are not related to national negotiations."

Kirby said employers tabled a full response to wage and other demands by Numsa and the Iron and Steel Workers Union on Friday.

He said the demands, if met, would cost employers R11.6bn. An additional 45% for benefits would raise the real cost of the demands to more than R18bn.

Other demands relating to job security, workers' rights and workplace discrimination were either rejected or referred to quarterly NBF meetings.

A senior Toyota spokesman said negotiations had to end by June 30.
Beware minimum wage

The Steve Mulholland Column

A MINIMUM wage, or a living wage or whatever you want to call it is the clarion cry of many trade unions and political parties. On an emotional level it is difficult to argue against the principle of a minimum wage.

Lifestyle

Why, it can be asked, should a man or a woman work for less than what is generally regarded as the minimum needed to maintain a basic lifestyle? The question carries added weight in our society where a few earn very high salaries while the vast mass of the people earn very little.

There is also no doubt whatever, that many, mainly white employers, took advantage over the decades of apartheid to pay black people less than they would have had to in a free market situation.

Apartheid, it must never be forgotten, was the opposite of a free market system. There was a free market for whites and they prospered. But for blacks there was no free market. They were instructed by law as to where they could live, for how long they could live there and under what conditions. And they were also told where they could work and what sort of work they could do.

I do not have to tell readers of this newspaper of the evil labour discrimination inflicted on blacks. One of the results of this has been the powerful growth of trade unions and an equally powerful insistence on a minimum wage.

But when one thinks about it, a minimum wage is a system which discriminates against the poorest and the least skilled of our people. A minimum wage law forbids a willing employer and a willing worker from coming to an agreement on a rate for a particular job.

Activity

In the face of the minimum wage many employers will clearly prefer to stop a business activity which will lose money paying the minimum wage even if there are thousands of workers at the factory gate willing to work for less than the minimum wage.

A minimum wage acts against the worker as much as it does against the employer. It says to the starving unemployed man: “You may not work for less than a minimum wage even if you want to. You must rather starve so that those who have better skills than you can demand the minimum wage.”

In this way the poor and unemployed become the human cannon fodder in an ideological struggle. The winners are the few privileged workers whose skills and output make it possible for employers to pay them above the minimum wage.

Victims

But they themselves, whether they realise it or not, can also become victims of the minimum wage for if this wage rises above what the firm can afford to pay them, the firm will close down and they will lose their jobs.

There are many examples of jobs that have been destroyed because of the demand for a minimum wage which was more than the particular business activity concerned could afford to pay.

There are now more than 5 million people unemployed in South Africa. This figure is expected to rise to 7 million over the next few years.

Prohibition

Does it make sense to have a law which prohibits these people from working if they are willing to do so at a rate lower than the minimum wage? Beware of the minimum wage. It is a twodgeded sword which can cost you your job.
Progress in metal talks

ALTHOUGH the metal and engineering industry remains locked in a dispute with the National Union of Metalworkers of South Africa, there was some progress this week.

Employers increased their wage offer to eight percent, up from 6.4 percent, on condition that the union drops its substantive demands. In return, the companies will withdraw their demand for changes to the industry's main agreement.

The employers tabled proposals for establishing a training fund for retrenched workers and for a code of conduct to promote non-discrimination.
Marina walked without any fear

SHE was probably the most successful black businesswoman in South Africa. A mother figure, wife, community leader.

You name it Mrs Marina Nonpini Maponya was it. Affectionately known as Rinky, she managed to tread where angels feared to go. She rose to the upper echelons of this country's top multinationals and made it in a male-dominated world.

And despite having a hectic schedule as a competent business personality, she was just as able to keep the home fires burning.

While she successfully ran a roaring business enterprise with husband Richard in Soweto, she raised six children - Rod, Sisi, Mabotse, Chichi, Solly and Boni.

And there is no doubt that while the (black) community weeps for a fallen daughter, the business world will also take time to recover from the news of her untimely death.

Born and bred in Sophiatown in November 1934, she graduated from the Jan Hofmeyr School of Social Work.

The realisation in 1960 that she was destined for greater things, made her quit the social work scene and she joined her husband in business. From then on, they both grew from strength to strength, being the proverbial woman behind her successful husband and family.

With no business background at all, she took on her family’s businesses which included bottle stores, fast food outlets, a funeral parlour, supply stores, a chain of car businesses and the horse racing stables.

Her untimely death on Friday last week sent shockwaves among her business colleagues as well as social and political circles throughout the country.

Maponya finally gave in to a three-month battle against cancer and died at her Illowo home in Johannesburg.

However, there is very little doubt that she lived life to the full and that hers was a life of firsts.

In 1960 she became the founder member and first president of the Housewives’ League, a position she held for five years.

She was also the first black woman to sit on the South African Broadcasting Corporation’s board of directors.

The Maponyas struck another first when they moved into a plush pink northern suburbs home - long before many people even dreamt about it. Judging by the success that she carved with her own hands, Maponya was no ordinary person. And throughout her resounding success in business and the respect and admiration she commanded in social circles, her private life remained a firmly shut book.

According to a leading national magazine all that could be gleaned was that she used to have her nails done by Gloria at Trilogy, was famous for arriving very late at dinner parties and lived a near-chaotic life from Marini Chiavelli’s flashy Summer Place in Hyde Park.

An industrious businesswoman, in 1982, Maponya received the Businesswoman of the Year Award from Barclays Executive Women’s Club and the Public Relations Institute of South Africa.

Added to her long list of appointments, she was non-executive director of Volkswagen South Africa and a member of the State President’s Economic Advisory Council.

A staunch member of the African Methodist Episcopal Church, Maponya received an award for outstanding and dedicated work in the church from the United States in 1976.

In 1988, she also received Sanca’s golden award for an outstanding contribution towards the development of a positive image of South Africa.
Deadlock in metal industry wage talks

DISCUSSIONS to resolve the dispute over wages in the metal industry will resume later this month after Seifsa and Numsa this week failed to reach an agreement.

Seifsa yesterday revised its wage offer from 6.4% to 8% for all workers on condition the union dropped other demands. Numsa rejected the offer and a further meeting was scheduled for June 18, collective bargaining national secretary Les Kettle said in a statement last night. Seifsa remained opposed to a Numsa demand for a moratorium on retrenchments but said it was prepared to consider alternatives, Kettle said.

Responding to a demand for a code of practice to end discrimination in employment, Seifsa called for a code of conduct.
Declare June 16 a holiday

JUNE 16 must be declared a public holiday, as the peaceful commemorative services could proceed without any intimidation or police presence, as Mayor Mathebula said last night.

Mahlone, the leader of the Mkhonto we Sizwe, said people should be allowed to observe the day in a dignified manner.

According to reports of violations, there were no incidents of violence. Mahlone said he spoke to the National Assembly and the government about the need for a national holiday.

Mahlone said there were no arrests, and the event was peaceful. The Mkhonto we Sizwe had been called to a meeting in a dignified manner.

The event was attended by many people, including the President of South Africa.

We do not have to wait for the government to declare June 16 a holiday. We can take action to make it a holiday.

Many public holidays are nothing to do with blackness, he said.

The event was peaceful, but had been provoked by the government.
June 16 is a paid holiday in the metal industry

JUNE 16 was a paid public holiday for workers in the metal and engineering industry, the Steel and Engineering Industries Federation emphasised yesterday.

"This holiday arrangement was negotiated between employers and trade unions in the industry during the 1980 negotiations and applies to all employees covered by the industry's main agreement," said a statement issued by Seifa.

Seifa was reacting to reports yesterday referring to 'disciplinary action against workers who stayed away from work because of mass action.'

"It must be made clear that this obviously does not apply to June 16 in respect of employees covered by the industry's main agreement." Referring directly to mass action of the ANC, which started yesterday, the employer body said:

"According to reports this could include a general strike of not less than three days and other disruptive actions.

Seifa believes that this will be coordinated to coincide with the legal or possibly illegal strike action related to the (metal and engineering) industry's wage negotiations currently underway.

Seifa is recommending that its members respond to this action as follows:

1. The overriding principle is that a firm policy of no work, no pay be implemented with regard to all unauthorised absences from work resulting from participation in mass action. Once again, this does not apply to June 16 which is a paid holiday for the industry.

2. Disciplinary action be taken at each member company's discretion in respect of such absences." - South African Press Association.
Clothing workers declare dispute

CLOTHING workers will march in Cape Town tomorrow in what employers have slammed as "grossly irresponsible", warning that jobs are on the line.

The Grand Parade will be closed for parking the whole day to allow a meeting of the SA Clothing and Textile Workers' Union (Saciju) between noon and 2pm, the city council public relations officer, Mr Ted Doman said.

Saciju spokesman Mr Ronald Bernickow said workers would march on the offices of the Cape Clothing Manufacturers' Association on the Fore-

Sowetan
Correspondent

shore to hand over a list of wage demands.

A dispute was declared on June 10 and the looming strike action is threatening to cripple the ailing industry.

The union is demanding a wage increase of 15 percent across-the-board while employers have offered an eight percent package increase.

The parties met today in the first of three Industrial Council meetings in an attempt to resolve the dispute, said association executive director Mr Peter Cragg.

The march, which has magisterial and municipal permission, is expected to cause a half-day shut down at factories.

But employers warned yesterday that permission from the workplace will not be granted and the march is viewed in "a very serious light."

Garment Manufacturers' Association chairman Mr Patrick Boers said workers who "desert their positions must be prepared to face the consequences...and possible dismissal".

Boers said: "Workers will be placing their jobs on the line and they know that there are thousands of unemployed people who would love to replace them immediately."

Boers accused the union of having no interest in the survival of the industry.

Cragg said the timing of the march was "completely inopportune" and could have taken place yesterday, a paid public holiday in the industry.

The association was discouraging its member factories from giving workers permission to take part in the march which breached agreements.
30 000 march over wages

An estimated 30 000 members of the SA Clothing and Textile Workers' Union marched through central Durban and Cape Town yesterday afternoon in support of the union's wage demands. The protesters marched to the Natal and Cape Clothing Manufacturers' Associations respectively. Sacwtu said the marches followed four wage negotiation meetings which have failed to reach agreement on wages, annual bonuses, provident funds and wage parity.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

No. R. 1687 19 Junie 1992
WET OP ARBEIDSPERVERHOUDINGE, 1956
SEILDOEK- EN TOUWERKNYWERHED (KAAP):
WYSIGING VAN HOOFDOOREKENOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidspverhoudinge, 1956, dat die bepalings van die Oorekenoms (hierna die Wysigingsoorekenoms 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 1992 eindig, bindend is vir die werkgewersorganisatie en die vakvereniging wat die Wysigingsoorekenoms aangegaan het en vir die werkgewers en werknmers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsoorekenoms, uitgesonderd die vervat in klusule 1 (1) (b) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1992 eindig, bindend is vir alle ander werkgewers en werknmers 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 klusule 1 van die Wysigingsoorekenoms gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

BYLAE
NYWERHEIDSRAAD VIR DIE SEILDOEK- EN TOUWERK-
NYWERHED (KAAP)
OOREKENOMS

G. M. E. CARELSE,
Deputy Minister of Manpower.

No. R. 1687 19 June 1992
LABOUR RELATIONS ACT, 1956
CANVAS AND ROPEWORKING INDUSTRY (CAPE): AMENDMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 December 1992, upon the employers’ organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

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

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE
INDUSTRIAL COUNCIL FOR THE CANVAS AND ROPEWORKING INDUSTRY (CAPE)
AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the Cape Canvas and Ropeworking Association (hereinafter referred to as the “employers” or the “employees’ organisation”), of the one part, and the S.A. Canvas and Ropeworkers’ Union (Cape) (hereinafter referred to as the “employees” or the “trade union”), of the other part, being the parties to the Industrial Council for the Canvas and Ropeworking Industry (Cape),

1. GEBIED EN TOEPASSINGSBETEKENIS VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word—
(a) in die munisipale gebied van Kaapstad soos dit op 23 Augustus 1968 bestaan het;
(b) deur alle lede van die werkgewersorganisasie wat deur die Seidoe- en Touwerkrywerheid betrokke is, en deur alle lede van die vakvereniging wat in genoemde Nywerheid in diens is.

(2) Ondanks subklausule (1) is hierdie Ooreenkoms van toepassing slegs ten opsigte van werknemers vir wie lone voorgestel word in klausule 4 van die Ooreenkoms gepubliseer seur Goewermentskennisgewing No. R. 484 van 11 Maart 1983.

2. KLOUSULE 4: LONE

(1) Vervang subklausule (1) (a) deur die volgende:
“(1) (a) Die minimum weeklikse loon wat aan ondergenoemde klasse werknemers betaal moet word, is soos volg:

<table>
<thead>
<tr>
<th>Werknemers, uitgesonder los werknemers:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Kategorie</td>
<td>R</td>
</tr>
<tr>
<td>I</td>
<td>175,54</td>
</tr>
<tr>
<td>II—</td>
<td></td>
</tr>
<tr>
<td>eerste ses maande ondervinding</td>
<td>188,44</td>
</tr>
<tr>
<td>daarna</td>
<td>205,68</td>
</tr>
<tr>
<td>III—</td>
<td></td>
</tr>
<tr>
<td>eerste ses maande ondervinding</td>
<td>213,41</td>
</tr>
<tr>
<td>daarna</td>
<td>224,96</td>
</tr>
<tr>
<td>IV—</td>
<td></td>
</tr>
<tr>
<td>eerste ses maande ondervinding</td>
<td>242,25</td>
</tr>
<tr>
<td>daarna</td>
<td>266,73</td>
</tr>
<tr>
<td>V—</td>
<td></td>
</tr>
<tr>
<td>eerste ses maande ondervinding</td>
<td>287,02</td>
</tr>
<tr>
<td>daarna</td>
<td>327,32</td>
</tr>
<tr>
<td>VI</td>
<td>409,52&quot;</td>
</tr>
</tbody>
</table>

(2) Vervang subklausule (2) deur die volgende:
“(2) Minimum verhoging. —’n Werknemer, uitgesonder ’n los werknemer, wat in engeen van die kategorie II to VI val en wat onmiddellik voor die inwerkingtreding van hierdie Ooreenkoms ’n hoër loon ontvang het as die loon wat vir ’n werknemer in sy kategorie voorgestel is, moet ’n loonverhoging ontvang gee vanaf 13,5 persent van sy weeklikse weeklikse loon.”

3. KLOUSULE 6: WERKURE, GEWONE EN OORTYD, EN BETALING VAN OORTYD

In subklausule (10) (c), vervang die uitdrukking “R3,50” deur die uitdrukking “R4,00”.

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed—
(a) in the municipal area of Cape Town as it existed on 23 August 1968;
(b) by all members of the employers’ organisation who are engaged in the Canvas and Ropeworking Industry and by all members of the trade union who are employed in the said industry.

(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 of the Agreement published under Government Notice No. R. 494 of 11 March 1983.

2. CLAUSE 4: WAGES

(1) Substitute the following for subclause (1) (a):
“(1) (a) The minimum weekly wages that shall be paid to the undermentioned classes of employees shall be:

<table>
<thead>
<tr>
<th>Employees, other than casual employees:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Category</td>
<td>R</td>
</tr>
<tr>
<td>I</td>
<td>175,54</td>
</tr>
<tr>
<td>II—</td>
<td></td>
</tr>
<tr>
<td>first six months of experience</td>
<td>188,44</td>
</tr>
<tr>
<td>thereafter</td>
<td>205,68</td>
</tr>
<tr>
<td>III—</td>
<td></td>
</tr>
<tr>
<td>first six months of experience</td>
<td>213,41</td>
</tr>
<tr>
<td>thereafter</td>
<td>224,96</td>
</tr>
<tr>
<td>IV—</td>
<td></td>
</tr>
<tr>
<td>first six months of experience</td>
<td>242,25</td>
</tr>
<tr>
<td>thereafter</td>
<td>266,73</td>
</tr>
<tr>
<td>V—</td>
<td></td>
</tr>
<tr>
<td>first six months of experience</td>
<td>287,02</td>
</tr>
<tr>
<td>thereafter</td>
<td>327,32</td>
</tr>
<tr>
<td>VI</td>
<td>409,52&quot;</td>
</tr>
</tbody>
</table>

(2) Substitute the following for subclause (2):
“(2) Minimum increases. —Any employee, other than a casual employee, falling within any of the employment categories II to VI, who immediately prior to the coming into operation of this Agreement was in receipt of a higher wage than that prescribed for an employee of his wage category shall receive an increase equal to 13,5 per cent of his actual weekly wage.”

3. CLAUSE 6: HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

In subclause (10) (c) substitute the expression “R4,00” for the expression “R3,50”.

19 JUNE 1992

GOVERNMENT Gazette, 19 June 1992
No. 14050
4. KLOUSULE 23: VOORSORGFONDS VAN DIE MIDDELANDSE KAMER VAN NYWERHEID (M.C.I.)
Vervang subklausule (1) deur die volgende:
"(1) Elke werkgewer moet elke week of maand, na gelang van die geval, van die loon/salaris van elke van sy werk-
nemers' n bedrag van hoogstens 3 persent van daardie loon/salaris aftrek, en by die bedrag aldus afgetrek moet die werk-
gewer 'n gelyke bedrag byvoeg."
Namens die partye op hede die 25ste dag van Februarie 1992 te Kaapstad onderteken.

S. SIMPSON,
Voorsitter.

J. HEEGER,
Ondervoorsitter.

K. L. BARNES,
Sekretaris.

No. R. 1688 19 Junie 1992
WET OP ARBEIDSVERHOUINGE, 1956
INTREKKING VAN GOEWERMENTSKENNIS-
GEWING
MEUBELNYWERHEID, NATAL: VOORSOR-
FONDS-, SIEKTEBYSTANDSGENOOTSKAP- EN
STERFTEBYSTANDSVERENIGINGGOORENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arb Educaciónverhoudinge, 1956, Goewermentskennisgewing R. 2201 van 14 September 1990 in met in-
gang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

No. R. 1689 19 Junie 1992
WET OP ARBEIDSVERHOUINGE, 1956
MEUBELNYWERHEID, NATAL: HERBEKRAGTIG-
GING VAN VOORSORGFONDS-, SIEKTEBYS-
TANDSGENOOTSKAP- ENSTERFTEBYSTANDS-
VERENIGINGGOORENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—
(a) kragtens artikel 48 (1) (a) van die Wet op Arb Educaciónverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1996 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

4. CLAUSE 21: MIDLAND CHAMBER OF INDUSTRIES
(M.C.I.) PROVIDENT FUND
Substitute the following of subclause (1):
"(1) Every employee shall each week or month, as the case may be, deduct from the wage/salary of each of his employees an amount not exceeding 3 per cent of that wage/
salary and to the amount so deducted the employer shall add a like amount."
Signed at Cape Town on behalf of the parties this 25th day of

S. SIMPSON,
Chairman.

J. HEEGER,
Vice-Chairman.

K. L. BARNES,
Secretary.

No. R. 1688 19 June 1992
LABOUR RELATIONS ACT, 1956
CANCELLATION OF GOVERNMENT NOTICE
FURNITURE MANUFACTURING INDUSTRY, NATAL:
PROVIDENT FUND, SICK BENEFIT SOCIETY AND
MORTALITY BENEFIT ASSOCIATION AGREEMENT
I, Glen Morris Edwin Carelse, Deputy Minister of
Manpower hereby, in terms of section 48 (5) of the
Labour Relations Act, 1956, cancel Government notice
R. 2201 of 14 September 1990 with effect from the
second Monday after the date of publication of this
notice.

G. M. E. CARELSE,
Deputy Minister of Manpower.

No. R. 1689 19 June 1992
LABOUR RELATIONS ACT, 1956
FURNITURE MANUFACTURING INDUSTRY:
RE-ENACTMENT OF PROVIDENT FUND, SICK
BENEFIT SOCIETY AND MORTALITY BENEFIT
ASSOCIATION AGREEMENT
I, Glen Morris Edwin Carelse, Deputy Minister of
Manpower, hereby—
(a) in terms of section 48 (1) (a) of the Labour Re-
lations 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 end-
ing 31 July 1996, upon the employers' organi-
sation and the trade union which entered into the
said Agreement and upon the employers and
employees who are members of the said organi-
sation or union; and
(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd die vervat in kloosules 1 (1) (a), 2, 3 en 5 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1996 eindig, bindend is vir alle ander werkgevers en werknemers as die 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 kloosule 1 van die genoemde Ooreenkoms gespesifiseer.

G. M. E. CARELSE,
Adjunkmister van Mannekring.

BYLAE
NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID,
NATAL: VOORSORGFUNDS, SIEKTEBYPSTANDE,
GENOOTSKAP EN STERFTEBYPSTANDSVERENIGING

OOREENKOMS
ooreenkomslik die Wet op Arboedisverhoudinge, 1956, gesluit deur en aangegaan tussen die
Natal Furniture Manufacturers' Association
(hiernaas die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die National Union of Furniture and Allied Workers of South Africa
(hiernaas die "werknemers" of die "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Natal.

HOOFSTUK I
1. TOEPASSINGSBESTEK VAN OOREENKOMS
(1) Hierdie Ooreenkoms moet in die Meubelnywerheid, Natal, nagekomen word—
   (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik by die Nywerheid betrokke of daarin werkzaam is; en
   (b) in Gebied A wat bestaan uit die landdrosdistrikte Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown en Mount Currie; en
   (c) in Gebied B wat bestaan uit die landdrosdistrikte Greytown, Lionsriver, Port Shepstone, Richmond, Lower Tugela en Umzinto en die munisipale gebiede van Estcourt, Ladysmith en Newcastle; en
   (d) in Gebied C wat bestaan uit die korfbewande gedeelte van die provinsie Natal.

(2) Ondanks subkloosule (1) is hierdie Ooreenkoms—
   (a) slegs van toepassing op werknemers vir wie minimum lon in die Hoofoorlenkoms voorgeskry word en op werkgewers soos omstof in die Hoofoorlenkoms; en
   (b) van toepassing op vakleerlinge vir sover dit nie onbe staanbaar is met die Wet op Mannekragtoespeling, 1981, of kontrakte aangegaan of voorwaardes vasgestel ingevolge genoemde Wet nie; en
   (c) nie van toepassing nie op 'n werknemer of werkende werkower wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelnemer in of lid is of daarmá word van 'n ander fonds wat pensioen- en/of bystandsoordele verskaf in termis van section 48 (1) (b) of die said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 3 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 July 1996, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

G. M. E. CARELSE,
Deputy Minster of Manpower.

SCHEDULE
INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, NATAL: PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION

AGREEMENT in accordance with the provisions of the Labour Relations Act, 1966, made and entered into by and between the
Natal Furniture Manufacturers' Association
(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the National Union of Furniture and Allied Workers of South Africa
(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the Industrial Council for the Furniture Manufacturing Industry, Natal.

CHAPTER I
1. SCOPE OF APPLICATION OF AGREEMENT
(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, Natal—
   (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union who are engaged or employed in the Furniture Manufacturing Industry respectively; en
   (b) in Area A which consists of the Magisterial Districts of Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie; en
   (c) in Area B which consists of the Magisterial District of Greytown, Lions River, Port Shepstone, Richmond, Lower Tugela and Umzinto and the municipal areas of Estcourt, Ladysmith and Newcastle; en
   (d) in Area C which consists of the remainder of the Province of Natal.

(2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall—
   (a) only apply in respect of employees for whom minimum wages are prescribed in the Main Agreement and to working employers as defined in the Main Agreement; en
   (b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contracts entered into or any conditions fixed thereunder; en
   (c) not apply to any employee or working employer who at the date of coming into operation of this Agreement is, or thereafter becomes, a participant in and member of any other fund providing pension and/or provident benefits, which is in
en wat op genoemde datum bestaan en waarin die werk
gewer van daardie werknemer op genoemde datum 'n deel-
nemer is, of op die werkgewer van sodanige werknemer,
slegs gedurende die tydperk waarin sodanige anderonds
voorbestaan en bestuur van Hoofstuk II en Hoofstuk III van die Ooreenkoms deelname daarin is, indien die voordele wat sodanige anderonds
verskaf na die mening van die Raad oor die algemeen nie
minder gunstig is as die voordele wat deur die Raad seonds
verskaf word nie; 

(d) die nie van toepassing nie op 'n werkgewer wat hoogstens
een besigheid binne die toepassingsgebied van hierdie Oor-
eenkoms bedryf en wat ten alle tye minder as vyl werkte-
mers in of in verband met sodanige besigheid in diens het;
Met dien verstande dat werknemers die werkgedeelte van werknem-
ers beskou moet word vir die doel om die getal werknemers
in sodanige besigheid as te stel; Voorts met dien verstande dat 'n
werkgewer wat uitgesluit is ingevolge hierdie paragraaf
en sy werknemers die keuse kan uitoefen om op 'n willekeurige
grondelag deelname te hê in die fonds waarvoor daar voor-
siening gemaak word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms is geldig van en met die dag van inwerkingtreding van die Wet
van 4 June 1986 of die dieprik van 31 July 1986 of vir die dieprik wat by bepaal.

3. SPEISELIA BEPALINGS

Die bepalings soos vervat in klusules 5 van Hoofstuk I, 4 (5) (a) van Hoofstuk II en Hoofstuk III van die Ooreenkoms gepubliseer deur Gouvernementskennisgewing 1217 van 25
Juli 1986, soos gewysig en verlang is deur Gouvernements-
kennisgewings 1471 van 10 Julie 1987, R. 2625 van 23
Desember 1988, R. 392 van 23 Februarie 1990, R. 2201 van
die "Vorige Ooreenkoms" genoem) soos verder verlang,
hernieu, gewysig of herbeheer van tyd tot tyd, is van toep-
assing op sowel werkgewers as werknemers.

4. ALGEMENE BEPALINGS

Die bepalings soos vervat in klusules 3, 4, 6 tot en met
Hoofstuk I, 1 tot en met 4 (4) (b), 4 (5) (b) en 7 van Hoofstuk II en Hoofstuk III van die Vorige Ooreenkoms soos verder ver-
leng, hernieu, gewysig of herbeheer van tyd tot tyd, is van toepassing op sowel werkgewers en werknemers.

5. HOOFSTUK III: KLUSULE 7: BYDRAES

Vervang subklusule 1 (deur die volgende:

"(1) Bydreas deur verpligte lede betaal, moet kragtens
klusule 4 (5) van Hoofstuk II aan die Genootskap oorgedra
word uit die bydreas waarvoor voorsoning gemaak word in
klusule 4 (1) (a) van Hoofstuk II en voorskrif in die
betrokke kolomme van Aangesl. A van hierdie Ooreen-
koms, teen die koers van 2,25 persent van die gewone
weekloon, min 20 sent van die bydreas van die lid en 2,25 persent
van die gewone weekloon, min 20 sent van die bydreas van
die werkgewer."

6. AANHANGSEL A

Vervang die bestaande skedule deur die volgende:

```
| Weeklikse bydrae deur werknemer | Weeklikse bydrae deur werknemer van
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7,25 persent van die gewone</td>
<td>7,25 persent van die gewone</td>
</tr>
</tbody>
</table>
| weekloon. | weekloon.
```

Hierdie Ooreenkoms geteken te Durban, namens die par-

J. S. OLIVIER,
Voorsitter.

S. M. LE ROUX,
Ondervoorsitter (1).

M. H. GIBBS,
Ondervoorsitter (2).

existence on the said date and in which the employer of that
employee is on the said date a participant, or to the employer
of such employee, during such period only as such other fund
continues to operate and both employer and employee are
participants therein, if in the opinion of the Council the bene-
fits which such other fund provides are on the whole not less
favourable than the benefits provided by the Council's fund;

(d) not apply to an employer who carries on not more than
one business within the scope of application of this
Agreement and who employs less than five employees at all
times in or in connection with such business: Provided
that working employers shall be regarded as employees for
the purpose of establishing the number of employees in such
business: Provided further that an employer who is excluded
by virtue of this paragraph and his employees may elect
to participate in the funds provided for on a voluntary basis.

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 (1) of
the Act and shall remain in force for the period ending 31 July
1996 or for such period as may be determined by him.

3. SPECIAL PROVISIONS

The provisions of clause 5 of Chapter I, 4 (5) (a) of Chapter
II and Chapter III of the Agreement published under Govern-
ment Notice R. 1573 of 25 July 1986, as amended, and
extended by Government Notices R. 1471 of 10 July 1987,
R. 2625 of 23 December 1988, R. 392 of 23 February 1990,
R. 2201 of 14 September 1990 and R. 138 of 25 January
1991 (hereinafter referred to as the "Former Agreement") shall
be further extended, renewed, amended or re-enacted from time
to time, to apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3, 4, 6 to 9 of Chapter
I, 1 to 4 (4) (b), 4 (5) (b) to 7 of Chapter II and Chapter IV
of the Former Agreement, as further extended, renewed,
amended or re-enacted from time to time, shall apply to
employers and employees.

5. CHAPTER III: CLAUSE 7: CONTRIBUTIONS

Substitute the following for subclause (1):

"(1) Contributions by compulsory members shall be diver-
ted in terms of clause 4 (5) of Chapter II to the Society from
the contributions provided for in clause 4 (1) (a) of Chapter II
and prescribed in the relevant columns of Annexure A to this
Agreement at the rate of 2,25 per cent of the normal week-
ly wage, less 20 cents from the contributions of the member
and 2,25 per cent of the normal weekly wage, less 20 cents
from the contributions of the employer."

6. ANNEXURE A

Substitute the following schedule for the existing schedule:

```
<table>
<thead>
<tr>
<th>Employee's weekly deductions from wage</th>
<th>Employer's weekly contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>7,25 per cent of normal weekly wage.</td>
<td>7,25 per cent of normal weekly wage.</td>
</tr>
</tbody>
</table>
```

This Agreement signed at Durban, on behalf of the parties,
this 11th day of February 1992.

J. S. OLIVIER,
Chairman.

S. M. LE ROUX,
Vice-Chairman (1).

M. H. GIBBS,
Vice-Chairman (2).
No. R. 1677
19 June 1992

LABOUR RELATIONS ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA: RENEWAL OF AGREEMENT FOR THE HANDBAG SECTION


D. VAN DER WALT,
Director: Labour Relations.

No. R. 1680
19 June 1992

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

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

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice R. 846 of 19 April 1991 with effect from the second Monday after the date of publication of this notice.

G. M. E. CARELSE,
Deputy Minister of Manpower.

No. R. 1681
19 June 1992

LABOUR RELATIONS ACT, 1956

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

I, Glen Morris Edwin Carelse, Deputy 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 4 May 1995, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and
(b) kragsfens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in kluwsles 1 (1) (b), 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 4 Mei 1995 eindig, bindend is vir alle ander werkgevers en werkners 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 kluwsle 1 van die genoemde Ooreenkoms gespesifieer.

G. M. E. CARELSE,
Adjunctminister van Mannekrag.

BYLAE

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

PENSIOEN- EN VOORSORGFONDSOORENKENKS VIR DIE METAALNYWERHEIDE

ooreenkoms met die Wet op arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Association of Electric Cable Manufacturers of South Africa
Border Engineering Industries Association
Cape Engineers’ and Founders’ Association
Constructional Engineering Association (South Africa)
Covered Conductor Manufacturers’ Association
Domestic Appliance Manufacturers’ Association of South Africa
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Gate and Fence Association
Hand Tool Manufacturers’ Association
Iron and Steel Producers’ Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers’ Association of South Africa
Port Elizabeth Engineers’ Association
Pressure Vessel Manufacturers’ Association of South Africa
Radio, Appliance and Television Association of South Africa
Refrigeration and Air Conditioning Manufacturers’ and Suppliers’ Association
Sheetmetal Industries Association of South Africa
S.A. Agricultural Machinery Association
S.A. Association of Shipbuilders and Repairers
S.A. Electro-Plating Industries Association
S.A. Engineers’ and Founders’ Association
S.A. Fasteners Manufacturers’ Association
S.A. Industrial Refrigeration and Air Conditioning Contractors’ Association
S.A. Pump Manufacturers’ Association
S.A. Radio and Television Manufacturers’ Association

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (b), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 4 May 1995, 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

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

PENSION FUND AND PROVIDENT FUND AGREEMENT FOR THE METAL INDUSTRIES

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

Association of Electric Cable Manufacturers of South Africa
Border Engineering Industries Association
Cape Engineers’ and Founders’ Association
Constructional Engineering Association (South Africa)
Covered Conductor Manufacturers’ Association
Domestic Appliance Manufacturers’ Association of South Africa
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Gate and Fence Association
Hand Tool Manufacturers’ Association
Iron and Steel Producers’ Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers’ Association of South Africa
Port Elizabeth Engineers’ Association
Pressure Vessel Manufacturers’ Association of South Africa
Radio, Appliance and Television Association of South Africa
Refrigeration and Air Conditioning Manufacturers’ and Suppliers’ Association
Sheetmetal Industries Association of South Africa
S.A. Agricultural Machinery Association
S.A. Association of Shipbuilders and Repairers
S.A. Electro-Plating Industries Association
S.A. Engineers’ and Founders’ Association
S.A. Fasteners Manufacturers’ Association
S.A. Industrial Refrigeration and Air Conditioning Contractors’ Association
S.A. Pump Manufacturers’ Association
S.A. Radio and Television Manufacturers’ Association
S.A. Reinforced Concrete Engineers’ Association
S.A. Tube Makers’ Association
S.A. Valve and Actuator Manufacturers’ Association
S.A. Wire and Wire Rope Manufacturers’ Association
(hereinafter referred to as the “employers” or the “employers’ organisations”), of the one part, and the
Engineering Industrial and Mining Workers’ Union of South Africa
Iron Moulders’ Society of South Africa
Metal and Electrical Workers’ Union of South Africa
National Union of Metalworkers of South Africa
Radio, Television, electronics and Allied Workers’ Union
S.A. Boilermakers’, Iron and Steel Workers’, Shipbuilders’ and Welders’ Society
S.A. Electrical Workers’ Association
Steel, Engineering and Allied Workers’ Union of South Africa
(hereinafter referred to as the “employees” or the “trade unions”), of the other part
being the parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Except as otherwise provided in this section, the terms of this Agreement shall apply and be observed—
(a) throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay; and
(b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers’ organisations and the trade unions, respectively.

(2) The terms of this Agreement shall not apply to an employer and his employee who are governed by and fall within the scope of application of the Engineering Industries Pension Fund Agreement (formerly the Metal Industries Group Life and Provident Fund Agreement) in force for the time being unless such employee was contributing together with his employer to the Metal Industries Group Pension Fund at the date of coming into operation of this Agreement, in which case such employee and his employer shall be deemed to fall within the scope of this Agreement.

(3) The terms of this Agreement shall, subject to the written authority of the Council, not apply to any employee who was on 7 February 1966, or thereafter becomes a participant in and member of any pension/provident scheme registered in terms of the Pension Funds Act, 1956 (Act No. 24 of 1956), (hereinafter referred to as “domestic scheme”), which was in existence on the said date or to the employer of that employee during such period only as such domestic scheme continues to operate and both employer and employee are participants therein:

Provided that—
(i) the employer of the employee was on 7 February 1966 a participant in such scheme;
(ii) on 7 February 1966 such domestic scheme provided for membership of employees of the class falling within the scope of this Agreement;
(iii) the benefits payable by such domestic scheme are regarded by the Council as being not less favourable than the benefits under the Metal Industries Group Pension Fund or the Metal Industries Provident Fund, as the case may be;
(iv) met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms die bydraes wat aan sodanige huishoudelijke skemas deur die werknemer en deur die werkgever betaalbaar is, in die geval van elkeen minstens ses persent van die pensioen- of pensioenvooroorde verskat soos in subklousule (3) hierbo bedoel en hulle op die datum van inwerkingtreding van hierdie Ooreenkoms nie aan die vereistes van subklousule (3) (iv) hierbo voldoen nie, moet ’n tydperk van ses weke ter nakoming van genoemde subklousule toegestaan word, onderworpe daaraan dat wysigings tot op die datum van inwerkingtreding van hierdie Ooreenkoms terugwerkend is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS
Hiedie Ooreenkoms tree in werking op ’n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudings, 1956, vasstel en bly van krag tot 4 Mei 1995 of vir die tydperk wat die Minister bepaal.

3. SPESIALE BEPALINGS
Die bepalinge vervat in klousule 7 van die Ooreenkoms gepubliseer met Goewermenteekennisgiving R. 846 van 19 April 1991 (hierna die "vorige Ooreenkoms" genoem) is van toepassing op werknemers en werkgevers.

4. ALGEMENE BEPALINGS
Die bepalinge vervat in klousules 3 tot 6 (soos gewysig by klousules 5, 6 en 7 hieronder) en 8 tot 10 van die vorige Ooreenkoms is van toepassing op werknemers en werkgevers.

5. KLousule 3: WOORDOMSKRYWING
Aan die einde van die vyfde reël van die woordomskrywing van "ooreenkoms"", na die woord "daarvan", voeg die volgende uitdrukking in: "en sluit dit verder in enige Ooreenkoms soos omskryf in die genoemde Wet indien sodanige Ooreenkoms vervel het maar in werking was op die datum van inwerkingtreding van hierdie Ooreenkoms of in werking getree het na die datum van inwerkingtreding van hierdie Ooreenkoms.".

6. KLousule 4: LIDMAATSKAP
(1) In die sesde reël van subklousule (1) vervang die uitdrukking "binne 12 maande" deur die uitdrukking "binne 18 maande".
(2) In die tweede reël van subklousule (2) vervang die uitdrukking "binne 12 maande" deur die uitdrukking "binne 18 maande".

7. KLousule 5: BYDRAES
Veg die volgende nuwe subklousule (9) in:
"(9) In die geval waar die Raad enige onkoste aangaan of verplig word om enige invorderingkoste te betaal as gevolg van die versuim van die werkgever om enige betaling op of voor die leerdatum te maak, is die werkgever aanspreeklik om onverwyld alle sodanige koste van watter aard ook al soos tussen prokureur en kliënt en enige invorderingkoste te betaal."

Namens die partye op hede die 14de dag van April 1992 te Johannesburg onderteken.

J. DE W. TROTSKIE,
Voorsitter.
W. P. COETZEE,
Ld.
D. G. LEVY,
Hoofsekretaris.

(iv) with effect from the date of coming into operation of this Agreement the contributions payable to such domestic scheme by the employee and by the employer shall in each case be not less than six per cent of the permissible remuneration of such employee.

(4) Where employers and employees participate in domestic schemes providing provident and/or pension benefits as referred to in subsection (3) above, which at the date of coming into operation of this Agreement do not comply with subsection (3) (iv) above, a period of six weeks shall be allowed to enable compliance with the said subsection, subject to any amendment being retro-active to the date of coming into operation of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT
This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force until 4 May 1995 or for such period as the Minister may determine.

3. SPECIAL PROVISIONS
The provisions contained in section 7 of the Agreement published under Government Notice R. 846 of 19 April 1991 (hereinafter referred to as the "former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS
The provisions contained in sections 3 to 6 (as amended by sections 5, 6 and 7 hereunder) and 8 to 10 of the former Agreement shall apply to employers and employees.

5. SECTION 3: DEFINITIONS
In the fifth line of the definition of "agreement", after the word "thereof", insert the expression "and shall further include any Agreement as defined in the said Act if such Agreement has expired but was operative at the date of coming into operation of this Agreement or became operative after the date of coming into operation of this Agreement;"

6. SECTION 4: MEMBERSHIP
(1) In the sixth line of subsection (1) for the expression "within 12 months" substitute the expression "within 18 months".
(2) In the second line of subsection (2) for the expression "within 12 months" substitute the expression "within 18 months".

7. SECTION 5: CONTRIBUTIONS
Insert the following new subsection (9):
"(9) In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to pay forthwith all such costs of whatever nature between attorney and client and all such collection commission."

Signed at Johannesburg, for and on behalf of the parties, this 14th day of April 1992.

J. DE W. TROTSKIE,
Chairman.
W. P. COETZEE,
Member.
D. G. LEVY,
General Secretary.
WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELEN- EN BEDDEGOEDNYWERHEID: TRANSVAAL: VERLENGING VAN HOOFDOOREENKOMS


D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

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LABOUR RELATIONS ACT, 1956

FURNITURE AND BEDDING MANUFACTURING INDUSTRY: TRANSVAAL: EXTENSION OF MAIN AGREEMENT


D. VAN DER WALT,
Director: Labour Relations.

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LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY—NATAL: AMENDMENT OF PENSION FUNDS AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 December 1996, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1996, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,
Deputy Minister of Manpower.

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SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)

PENSION FUNDS AGREEMENT

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

Electrical Contractors' Association (South Africa)
(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the
South African Electrical Workers' Association
en die
Metal and Electrical Workers' Union of South Africa
(hierna die "werknomers" of die "vakverenigings" genoem),
an die ander kant,
wat die partye is by die Nywerheidsraad vir die Elektrotechniese Nywerheid (Natal);
van die Ooreenkoms, gepubliseer by Goewermentskennisgewing R. 2776 van 22 November 1991 tot wyising (hierna die "herbekragtingsooreenkoms" genoem),

DEEL I

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word deur werkgewers en hulle werknemers in die Elektrotechniese Nywerheid (Natal)—
(a) wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is; en
(b) wat betrokke is by of in diens is in die Nywerheid in die provinsie Natal, uitgesonderde enige gedeeltes van daardie gebied wat binne die selfregeerende gebied KwaZulu val.

(2) Ondanks subklausule (1) is die Ooreenkoms van toepassing op vakleerlinge en kwelklinge slegs vir soveel dit nie straydig is nie met die Wet op Mannekragopleiding, 1981, of met voorwaardes of kennisings wat daarkragtens voor- geskryf of bestel is.

2. SPESIALE BEPALINGS


3. ALGEMENE BEPALINGS

Die bepalings soos vervat in klausule 3 en klausules 5 tot 7 van Deel I, soos verder verleng, hernieu, gewysig of herbekragtig van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

DEEL II

4. KLOUSULE 3: BYDRAES

Vervang subklausule (1) deur die volgende:

"(1) Die Raad moet die weeklikse bedrag bepaal wat aan die Pensioenfonds betaalbaar is ten opsigte van elke werknomerkategorie, en elke werkgewer daarvan verwittig. Die bedrag moet bereken word op ondergenoemde persentasie van die voorgeskrevene loon wat kragtens die Hoofooreenkoms betaalbaar is, bereken tot die naaste 10c daarna:

<table>
<thead>
<tr>
<th>Bydraes op persentasie van voorgeskrewe weekloon: Vanaf die datum van inwerkingtreding van die ooreenkoms</th>
<th>92-07-01</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>14</td>
<td>15</td>
</tr>
</tbody>
</table>

Met betrekking tot arbeiders en Elkoncops 1 moet die Raad tydens die eerste 13 dieneweke in die Nywerheid die weeklike bedrag betaalbaar met betrekking tot die stertefordekking vasstel en elke werkgewer daarvan verwittig."

South African Electrical Workers' Association
and the
Metal and Electrical Workers' Union of South Africa
(hereinafter referred to as the "employees" or the "Trade unions"), of the other part,
being the parties to the Industrial Council for the Electrical Industry (Natal),
to amend the Agreement published under Government Notice R. 2776 of 22 November 1991 (hereinafter referred to as the "re-enacting agreement"),

PART I

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed by employers and their employees in the Electrical Industry (Natal)—
(a) who are members of the employers' organisation and the trade unions, respectively; and
(b) who are engaged or employed in the Industry in the Province of Natal, excluding any portions of that area falling within the self-governing territory of KwaZulu.

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

2. SPECIAL PROVISIONS


3. GENERAL PROVISIONS

The provisions contained in clause 3 and clauses 5 to 7 of Part I, as further extended, renewed, amended or re-enacted from time to time shall apply to employers and employees.

PART II

4. CLAUSE 3: CONTRIBUTIONS

Substitute the following for subclause (1):

"(1) The Council shall determine and advise every employer of the weekly amount payable to the Pension Fund in respect of each category of employee, which amount shall be calculated at the undermentioned percentage of the prescribed wage payable in terms of the Main Agreement, taken to the next higher 10c:

<table>
<thead>
<tr>
<th>Contributions at percentage of prescribed weekly wage: From the date of coming into operation of the agreement</th>
<th>92-07-01</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>14</td>
<td>15</td>
</tr>
</tbody>
</table>

In respect of labourers and Elkoncops 1 in the first 13 weeks of service in the Industry, the Council shall determine and advise every employer of the weekly amount payable in respect of the death benefit cover."."
No. R. 1685 19 Junie 1992
WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, TRANSVAAL: WYSIGING VAN FONDSOORENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van die Ooreenkom (hierna die Wysigingsoorenkom genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermed, met insy van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Desember 1992 eindig, bindend is vir die werkgeversorganisasie en die vakvereniging wat die Wysigingsoorenkom aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalinge van die Wysigingsoorenkom, uitgesonderd die vervat in klausule 1 (1) (a) met insy van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Desember 1992 eindig, bindend is vir alle ander werkgewers en werknemers as die 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 klausule 1 van die Wysigingsoorenkoms gespesifiseer.

G. M. E. CARELOSE,
Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERSIENYWERHEID
(TRANSVAAL)

FONDSOORENKOMS

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

Transvaal Clothing Manufacturers’ Association
(hierna die “werkgewers” of die “werkgeversorganisasie” genoem), aan die een kant, en die

South African Clothing and Textile Workers’ Union
(hierna die “werknemers” of die “werkvereniging” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Klersiennywerheid (Transvaal),

Signed at Durban as authorised, for and on behalf of the parties this 3rd day of December 1991.

B. CARR,
Chairman of the Council.

T. EVANS,
Vice-Chairman of the Council.

L. A. DICKASON,
Secretary of the Council.

No. R. 1685 19 June 1992
LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL: AMENDMENT
OF FUND AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 30 December 1992, upon the employers’ organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a) shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 December 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 Amending Agreement.

G. M. E. CARELOSE,
Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(TRANSVAAL)

FUND AGREEMENT

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

Transvaal Clothing Manufacturers’ Association
(hereinafter referred to as the “employers” or the “employers’ organisation”), of the one part, and the

South African Clothing and Textile Workers’ Union
(hereinafter referred to as the “employees” or the “trade union”) of the other part, being the parties to the Industrial Council for the Clothing Industry (Transvaal),
Union breakthrough on job security

In a breakthrough for job security, the tyre and rubber industry has agreed to extend its moratorium on retrenchments for another year.

But Numsa still plans to ballot its tyre and rubber members on strike action -- together with auto, motor and metal and engineering workers.

In response to Numsa's demands for a job moratorium, employers in both the auto and metal sectors have made offers to create funds to retrain retrenched workers.

Seifsa said it was prepared to establish a jointly funded trust, increase severance payments to retrenched workers and amend security of employment provisions to avoid or limit retrenchments.

The parties in all sectors remain far apart in wage negotiations, while Numsa's demand for guaranteed job security is still on the table in the auto, motor and metal and engineering sectors. A Seifisa spokesman said the chances of a settlement before the end of June were remote.

The NUM has handed a profit-sharing proposal to the Chamber of Mines, which said it would respond this week. The chamber has increased its offer for gold mines from 4% to 5%. The offer for coal mines ranges from 7% to 12%.
40,000

23/6/92

march. un
hand over

demands

About 40,000 sings, toy-slinging members of the National Union of Metalworkers of SA (Numsa) yesterday marched through downtown Johannesburg to demand higher wages and improved working conditions.

Led by SACP general-secretary Chris Hani, the marchers who carried anti-Government placards and ANC and Numsa banners, delivered memoranda to the Steel and Engineering Industries Federation of SA, the Department of Manpower and the Motor Industries Federation offices with demands, including:

- A 20 percent increase across the board and a moratorium on retrenchments.
- That Iscor close KwaMadala hostel, whose inmates they have talked to last week's massacre of residents in Bekicotong and Slovo Park.
- A 'living' wage and a reduction in basic food prices.
- The march formed part of the ANC's mass action campaign for an interim government.
- If employers failed to meet the workers' demands, the 280,000-strong Numsa would soon hold a strike ballot and decide on action, warned general-secretary Moses Mayekiso, adding that wage talks with employers had reached a deadlock.

"Numsa wishes to assert that we have accepted the challenge of the metal bosses in their intransigence to succumb to our reasonable demands. We want to say that with today's march the matter now is in the hands of the actual producers, those who create the marvels with their labour power but are forced to live in hovels," said Numsa in a statement.

ANC, Inkatha wrangle over unionists' meeting — Page 11
Numsa plans second march in support of pay demands

TEINS of thousands of metal, engineering, textile and railway workers will again take to the streets of Johannesburg today following yesterday's marches.

The National Union of Metalworkers of SA (Numsa) claims about 40 000 workers took part in yesterday's march in the city. The workers were mainly Numsa members from the Witwatersrand region. Independent observers said the march was "very big", but not as big as 40 000.

A Numsa spokesman said all workers in the Vaal triangle would embark on an indefinite strike until demands concerning violence in the area were met.

A Cosatu spokesman said the federation would make an announcement about action today.

The spokesman said there was token support from other Numsa regions in the Transvaal, as well as from various Cosatu affiliates. He denied reports that the workers were planning to march again next week and said Numsa's NEC this weekend would make a final decision about a national strike in the motor, metal and tyre and rubber sectors.

Yesterday's march was the first step in a programme to mobilise members for a national strike, which would take place in mid-July if approved by Numsa's NEC.

Meanwhile, a SA Railway and Harbour Workers' Union (Sarhwu) spokesman confirmed members would march on Transnet's offices tomorrow to hand over a list of demands relating to this year's wage negotiations.

He said "if wishes were horses" there would be 40 000 workers on today's march. Sarhwu has about 40 000 members in the region.

The SA Clothing and Textile Workers' Union (Sactwu) said it expected 10 000 workers to support its march on Transvaal Clothing Manufacturers' Association's offices at lunchtime today.

This follows last week's marches in Durban and Cape Town, which were supported by 40 000 and 30 000 Sactwu members respectively. Sactwu represented 93% of the industry's workforce, the highest membership in any industrial sector.

The parties in clothing industry negotiations have been unable to reach agreement on wages, annual bonus, provident fund and wage parity between regions.

A national wage strike by members of the Food and Allied Workers' Union began yesterday at Simba.

Negotiations at Toyota will be resumed today.
Workers march for higher wages

Staff Reporters

Thousands of South African Railways and Harbours Workers Union (Sarhru) members marched on the Transnet offices in Parktown, Johannesburg, yesterday to back up the union's wage demands.

The march — and a similar protest yesterday by thousands of textile and clothing workers in central Johannesburg — followed Monday's protest by members of the National Union of Metalworkers of SA.

All three protests were in support of the ANC's mass action campaign.

Led by the SACP's Essop Pahad and Sarhru regional officials, the railway employees swamped the road and pavements outside Transnet Park in Hillside Road while a list of demands was handed to Transnet officials.

Sarhru's demands included a R1 500 minimum wage plus a 40 percent across-the-board increase, a moratorium on redundancies, the reinstatement of 25 dismissed workers and an end to job reservation.

Heavily armed policemen monitored proceedings from Empire and Gorton roads. Traffic flow had to be diverted as the large crowd marched back peacefully to the starting point in Joubert Park. Pedestrians joined in, swelling the crowd to about 15 000.

Transnet assistant general manager, human resources, Vic Vuren said 1 600 Transnet workers had stayed away from work in the southern Transvaal, of whom about 500 had taken part in the Parktown protest.

At the other end of town, about 10 000 SA Clothing and Textile Workers' Union members marched on the offices of the Transvaal Clothing Manufacturers' Association in Pritchard Street to present a memorandum demanding a living wage.

The marchers, mainly women, braved icy winds to sing and toyi-toyi in the demonstration.

This followed similar marches in Cape Town and Durban last week.

Sactwu members in the Transvaal are demanding a R28-a-week wage increase or a 14 percent salary increase, a one-week annual bonus, and a 1 percent contribution to a provident fund to be introduced in January.

Sactwu will meet employers within two weeks in an effort to break the current deadlock.
SA faces two-pronged mass action campaign

By IKE MOTSAPI
SOUTH Africa is at present faced with a massive two-pronged mass action programme which is escalating by the day... on the labour and political fronts.

While trade union movements demand that employers pay their members "living wages," better working conditions, and a moratorium on retrenchments, these requests have been linked to the mass action campaigns called by the African National Congress and its tripartite alliance.

This trend seems to be growing as unions affiliated to the Congress of South African Trade Unions and the National Council of Trade Unions engage in battles with employers for better wages and working conditions.

Unlike the ANC, the Pan African Congress has declined to take part in mass action campaigns to break the deadlock at Cosasa because they do not recognize the body.

However, there is talk that Nactu trade unions are likely to join hands with Cosasa in fighting the bosses for better salaries and working conditions for workers.

This unified industrial action is seen as an attempt to show the employers that workers are serious in demanding a fair deal for themselves.

This unity will be greatly focused on the metal industry with a threatened national general strike scheduled to start on August 1.

On June 30 workers in the metal industry affiliated to the National Union of Metalworkers of South Africa have been asked to start forming strike action committees.

The campaign by the tripartite alliance is for the total abolition of apartheid laws, the establishment of an interim government and an elected constituent assembly which will see the removal of the present Government from the position of power.

The trade unions, together with the ANC and the South African Communist Party have linked up in a mass action campaign they describe as "Operation Exit".

While the ANC and its affiliates have not yet started in earnest with their campaigns which were launched on June 16, trade union movements have already started to embark on daily mass demonstrations throughout the country.

Since the end of May this year when the ANC announced its campaign to break the deadlock that resulted after the failure of Cosasa 2, Cosasa, although having a different programme of action on labour issues, agreed to link up with the organization during protest marches for political demands.

The ANC's campaign will start as a brush with Cosasa 2. This will be preceded by a huge countrywide mass demonstration by more than 1.3 million Cosasa members in support of strike action by workers belonging to Numsa, the Paper, Printing, Wood and Allied Workers' Union and the National Education, Health and Allied Workers Union and others next Monday.

The march, which it is said will be one of the biggest ever to be witnessed in the country so far, is regarded as the start of the real mass action campaign against the intransigent bosses at the workplace and the Government.

Mr Rob Rees, national organizer of Ppawu, said: "It is clear that workers will not be treated as pawns to be replaced and shifted around at workplaces as management decrees it fit."

"It is also clear that these workers' actions are going to fuel the mass action campaign of the ANC, which we support."

"Ppawu is fully committed to the demand for an interim government and a constituent assembly made up of delegates democratically elected and fighting for their rights and demands of the rank and file," Rees said.

He said Ppawu is presently engaged in what he described as a "bitter battle" with Sappi on two issues.

He said: "Firstly that there should be a moratorium on retrenchments and secondly that Sappi commit itself to an industry bargaining forum. They have so far refused and more than 2,000 of our members have been retrenched."

The main demands by trade unions are:

- Better wages.
- Better working conditions.
- A moratorium on retrenchments and;
- No more job losses.

Mr Tony Ruiters, regional secretary of Numsa, after delivering memorandum to the employer body, the Steel and Engineering Industries Federation of South Africa regional minister of the Department of Manpower and the National Industrial Council for the Motor Industry, said: "This action shows our anger and determination to fight, using our power as workers, if negotiations are not concluded fairly and speedily.

"We will no longer tolerate delays and sufferings of metalworkers whether inside or outside of the main agreement."

"We are all the same workers suffering from high food prices, high transport prices, high rents and electricity. Delays cause hardship," Ruiters said.

Employers have adopted a no work no pay policy on days of marches.

However, this has not dampened the spirit and determination of the unions, who like the ANC and its allies, believe their actions will result in victory in the end.
Workers back on the streets for more pay

TENS of thousands of workers yesterday took to Johannesburg's streets for the second consecutive day to demand an increase in wages.

The protests also formed part of the ANC's mass action campaign to bring about an interim government.

About 15,000 chanting members of the SA Railway and Harbours Workers' Union (Sarhwu) marched from Plein Street to Transnet's offices in Parktown and handed over a list of wage demands.

At the other end of town, about 10,000 ululating SA Clothing and Textile Workers' Union (Sacitwu) marched on the Transvaal Clothing Manufacturers' Association in Pritchard Street to present a memorandum including demands for a living wage.

Both demonstrations went off peacefully, with heavily armed uniformed police monitoring proceedings and traffic policemen diverting traffic.

The Sarhwu march was led by the SA Communist Party's Essop Fukad, SACP and ANC colours and banners were on display.

The railway workers are demanding a R1,500 minimum wage plus a 40% across-the-board increase; a moratorium on redundancies; the unconditional reinstatement of 25 dismissed workers; and a stop to job reservation.

The negotiating partners in the clothing industry have been unable to agree on wage increases, annual bonus, a provident fund and wage parity between regions.

Sacitwu said it would meet employers to break the deadlock within the next two weeks. A strike ballot was on the cards if no settlement was reached, the union said. — Sapa.
Labour

Make or break week for metal pay talks

Little reward for five-star service

Weekly Mail Reporter
SERVICE with a smile — just like it is in the TV ad — is the name of the game for petrol pump attendants Lucien Mokone and Daniel Pule. They both work at a busy Caltex garage in the heart of Johannesburg.

Both Pule and Mokone think it's very important to keep customers happy, but their conditions of employment make smiling difficult, sometimes.

They earn R448 a month for a seven-day week (and tipping is rare), working each day from 7am to 6pm or 1pm to 8.30pm. Lunch breaks are a luxury they don’t enjoy and pension funds are a benefit they have not heard of. Mokone has been working at the same garage for nine years. As a senior he gets the same wage as a new recruit with five days’ training.

Petrol pump attendants are the National Union of Metalworkers’ (NUM) lowest-paid workers, falling under the motor industry sector of the union’s membership.

“We spoke with our manager a few times. We told him the salary was not enough to live,” says Pule, opening his large hands. “He said it’s the law of the motor industry.”

Disputes and retrenchments are the order of the day at wage talks in the metal and tyre industries as the recession continues to batter these key sectors.

The National Union of Metalworkers of South Africa also threatened to declare disputes in the automobile and motor industries. NUM called this week the “make or break phase of negotiations” and threatened to go on strike if no progress is made.

Most negotiations have to be concluded by the end of June when agreements in three industries expire.

Negotiations hinge on the union’s principal and controversial demand for a moratorium on retrenchments, but employers in all sectors are hard pressed to accede to this demand.

Last week employers and unions in the metal industry conceded some ground in the search for a settlement.

Employers increased their wage offer from 6.4% to 8% while NUM increased its from 14.6% to 20% or R1,50 an hour, whichever is the greater.

The National Council of Trade Unions affiliate, the Metal, Electrical and Allied Workers’ Union of South Africa is also demanding a 20% increase (down from 27.7%).

Weekly Mail Reporter

While wage moves are crucial, other developments stole the day last week’s meeting. The employer body, the Steel and Engineering Industries Federation of South Africa (Seifsa) agreed to consider job sharing alternatives like wage reduction, job sharing and unpaid leave.

The employers also tabled a code of conduct to prevent unfair discrimination in the industry, conceding in part to a long-standingNUMSA demand.

The sophisticated negotiations network in the metal industry bodes well for a settlement but agreement in the motor industry will be harder to come by.

Motor employers are more hard-nosed because NUMSA is not well-organised in this sector which employs about 200,000 workers at petrol stations, panel-beaters, motor component manufacturers and reconditioning workshops.

Employers have proposed a wage freeze for petrol pump attendants and clerks, the lowest-paid workers in the sector, and increases of only between three and five percent for other workers. NUMSA branded these increases “handouts” and said it would not even refer the offer to its members for consideration.

Vic Fourie, a representative of the SA Motor Industries Employers’ Association (Samiea) however, says substantive negotiations are impossible until the union addresses key productivity issues challenging the “dysfunctional” industry.

These include an agreement on a flexible trading hours, in an attempt to boost business “like keeping repair shops open until six on Saturdays”, says Fourie.

NUMSA is also in dispute with the New Tyre Manufacturers Association where employers face the removal of import control regulations in December and are adamant that they will not renew the moratorium on retrenchments beyond December.

Tyre manufacturers hold out little hope for inflation-busting increases this year, but employers agreed to a five percent increase in maternity pay.

NUMSA proposed that all parties in the new tyre industry come to an in-person hammer out a business plan for the industry, but the idea has met with cold refusal by the employers.

In an industry where productivity needs a complete overhaul — imported tyres cost 30 percent less than locally produced tyres — NUMSA is adamant that “job security is fundamental to the productivity and viability of the industry”. The negotiations are being played out against a backdrop of spilling retrenchments: 13,000 jobs have been lost in the metal industry since the beginning of the year, 7,000 of these since the start of negotiations in March. The union has also been notified of 2,000 retrenchments in the engineering sector at the end of June.

NUMSA representative Gavin Hartford says: “Employers are generally resisting any notion of long or short-term job security because they see themselves undertaking restructuring exercises.”

The union said the retrenchments were “provocative when job security is a central issue in negotiations”. 

[Image]
Uniform retirement age soon law

LEGISLATION in the pipeline could soon see men and women retiring at the same age, industry sources said yesterday. Already many SA companies are setting a uniform retirement age of 65, the custom in the past being for men to retire at 65 and women at 60.

Alexander Forbes Shepley & Fitchett consulting actuaries senior director John Hayward said: "The reason for the age gap was traditionally to mirror the age gap between a man and his wife so that both could retire at roughly the same time."

However, changing social trends — such as moves toward equality in the workplace — had closed the gap in retirement age. SA's re-entry into the world community should cause many companies to reassess overseas trends.

It was possible that legislation would be passed in the future to set the same retirement age for both sexes, said Hayward. Of the 52 companies surveyed in the 1991 Alexander Forbes major employer survey, 47 showed a uniform retirement age.

Old Mutual assistant GM employee benefits Chris Newell confirmed that many SA companies had equalised the retirement age of their employees.

The SA insurance industry has inherited the trend from the UK and US. However, many pension schemes were now increasing the range of options open to their members by allowing for flexible retirement dates, Newell said.

Fedlife actuary employee benefits Philip Heilig said lowering retirement ages had the effect of reducing a country's workforce, increasingly a trend in developed states.
Workers occupy company's head office

MORE than 600 National Bolts workers occupied the company's head office at its Benoni plant yesterday until the company agreed to stop 200 retrenchments scheduled for tomorrow.

Chairman Alan Schlesinger, speaking from the occupied offices last night, said he and MD Dennis Dedwith expected to spend the night there.

He said there were still about 70 workers inside the offices and about 200 outside. Besides "minor damage" to property, the occupation had been peaceful.

Schlesinger said the occupation was unlawful and unprocedural.

Numsa regional secretary Bethuel Maserumule confirmed that the company had brought an urgent interdict against the union to stop the occupation but workers had decided to ignore any interdict.

Maserumule said there were two other factory occupations yesterday, but this could not be confirmed. He said US subsidiary Tim-Chem was occupied after workers were dismissed for taking part in Monday's march through Johannesburg.

Maserumule said the company's refusal to negotiate alternatives — like short-time and no overtime — was "characteristic of the intransigence of the ruling class".

Schlesinger said there had been negotiations on the issue for a month. The alternatives posed were not viable as the company was fighting for its survival.
Sanlam calls for standard retirement fund

SANLAM has called for the introduction of one standard retirement fund in SA, with uniform requirements and benefits for all.

Sanlam group benefits GM Francois Marais said yesterday: "The unproductive, artificial and sometimes discriminatory distinction between pension and provident funds should be eliminated."

He said in terms of legislation the main differences between pension funds and provident funds were:

- Member contributions to a pension fund were tax-deductible up to 7.5% of salary, while contributions to a provident fund offered no tax relief.
- At retirement, one-third of the benefits from a pension fund could be taken in cash — while the rest had to be paid as a pension. On the other hand, the full benefit of provident funds could be taken in cash.

"At the moment, many companies offer more than one fund for different employees, because trade unions in particular prefer provident funds. Accusations of discrimination could arise in future, since factors such as benefits, member contributions and tax relief differ between funds.

"The fact that contributions to provident funds offer no tax relief, can be viewed as discrimination against the members of provident funds, which are the mode of provision for retirement most favoured by trade union members," Marais said.

He suggested that parity between the funds could be attained by:

- Scraping the names of "pension fund" and "provident fund" and replacing them with a general name such as "retirement fund";
- Affording all members of the new retirement funds the same tax relief as that which applied to contributions from pension fund members, namely 7.5% of salary;
- Eliminating the differences in the payment of benefits by allowing the full benefit up to a certain limit — for instance R100 000 — to be taken in cash. One-third of the benefits over this amount could be taken in cash, with a pension being compulsory for the remaining amount.
No. R. 1710  26 Junie 1992
WET OP MANNEKROGOPLEIDING, 1981

MOTOR NYWERHEID OPLEIDINGSRAAD: WYSIGING VAN LEERVOORWAARDES


"3. Lone

(1) 'n Werkgewer moet 'n vakleerling weeklikse besoldig teen minstens die skale hieronder uiteengesit:

(a) In driejaarambte:
Eerstejaar.......................... R203,85
Tweedejaar.......................... R252,45
Derdejaar.......................... R310,50
(b) In vierjaarambte:
Eerstejaar.......................... R203,85
Tweedejaar.......................... R223,20
Derdejaar.......................... R252,45
Vierdejaar.......................... R310,50:

Met dien verstande dat 'n vakleerling wie se leeryd ingevolge klousule 8 (2) (c) verlang is, met ingang van die dag na die datum waarop die derde of vierde jaar van sy leeryd, na gelang van die geval, verstryk het, minstens R310,50 per week betaal moet word."

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

No. R. 1711  26 Junie 1992
WET OP MANNEKROGOPLEIDING, 1981

OPLEIDINGSRAAD VIR ESKOM EN VERWANTE NYWERHED: WYSIGING VAN LEERVOORWAARDES

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, handelende kragtens artikel 13 (3) van die Wet op Mannekragopleiding, 1981, wysig hierby, met ingang van die datum van hierdie kennisgewing, Goewermentskennisgewing No. R. 2879 van 7 Desember 1990, deur klousule 5.3 van die Leervoorwaardes deur die volgende klousule te vervang:

"5.3 'n Vakleerling wat reeds sy militêre opleiding deurloop het, sal 'n salariaanpassing van y{5} (5) persent van die toepaslike bevoegdheidsvlak ontvang bo die persentasies hierbo vermeld."

G. M. E. CARELSE,
Adjunkminister van Mannekrag.
WET OP ARBEIDSVERHOUDINGE, 1956
HOEDENYWERHEID, KAAP: HERBEKRAGTIGING VAN VOORSORGFONDOOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1996 eindig, bindend is vir die werkgewers en werknermes wat lede van genoemde Ooreenkomste aangegaan het en vir die werkgewers en werknermes wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonder dit vervat in klousules 1 (1), 2 en 3 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1996 eindig, bindend is vir alle ander werkgewers en werknermes as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in dien is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in kloosule 1 van die genoemde Ooreenkomste gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

BYLAE
NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP)
OOREENKOMS

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

Millinery Association (Cape)
(hierdie die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

South African Clothing and Textile Workers' Union
(hierdie die "werknermes" of die "vakvereniging" genoem), aan die ander kant

wat die partyse is by die Nywerheidsraad vir die Hoedenyerwerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS
Hierdie Ooreenkoms moet in die Hoedenyerwerheid nagekom word—

1.1 deur alle werkgewers wat lede van die werkgewersorganisasie is en die werknermes wat lede van die vakvereniging is;

1.2 in die landdrosdistriktie Die Kaap en Wynberg, in die gedeeltes van die landdrosdistrikte Bellville en Somerset-Wes wat voor 9 Maart 1973 (Gewermentskennisgewing 173 van 9 Februari 1973) binne die landdrosdistrikte Die Kaap en Wynberg geval het, en in enige gedeelte van die landdros-

MILLINERY INDUSTRY, CAPE: RE-ENACTMENT OF PROVIDENT FUND AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 hereeto 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 1996, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1996 upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE
INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE)
AGREEMENT

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

Millinery Association (Cape)
(herinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

South African Clothing and Textile Workers' Union
(herinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the Industrial Council for the Millinery Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT
The terms of this Agreement shall be observed in the Millinery Industry—

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

1.2 in the Magisterial Districts of The Cape and Wynberg, in those portions of the Magisterial Districts of Bellville and Somerset West which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial Districts of The Cape and Wynberg and in any portion of
the Magisterial District of Goodwood which, prior to the publication of Government Notice 723 of 26 April 1974, fell within the Magisterial District of Bellville but which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial District of Wynberg, but excluding that portion of the Magisterial District of The Cape which, prior to the publication of Government Notice 1559 of 24 October 1958, fell within the Magisterial District of Wynberg.

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 (1) of the Act and shall remain in force for the period ending 31 December 1996 or for such period as may be determined by him.

3. SPECIAL PROVISIONS

The provisions of clauses 1 (a) and 16 of the Agreement published under Government Notice R. 1517 of 3 September 1971, as extended, renewed or amended from time to time, (hereinafter referred to as the “Former Agreement”), shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 1 (b), 2, 3 to 15, 17 and 18 of the Former Agreement, as further extended, renewed or amended from time to time, shall apply to employers and employees.

5. CLAUSE 6 OF THE FORMER AGREEMENT: CONTRIBUTIONS

In subclause (1), substitute the figure “R1,00” for the figure “40c”.

6. CLAUSE 7 OF THE FORMER AGREEMENT: FINANCE

Substitute the following for subclause (3):

“(3) The Council shall cause full and true accounts of the Fund to be kept and shall cause to be prepared an annual account for the year ending 31 December of each year of all the revenue and expenditure of the Fund, and a statement showing its assets and liabilities.

Such account and statement shall be certified by a public accountant and countersigned by the Chairman of the Council and shall within three months of the period to which it relates, be transmitted to the Director-General of the Department of Manpower together with any report made thereon by the said public accountant. A copy of the annual accounts and balance sheet shall be available for inspection by contributors to the Fund;”.

7. CLAUSE 9 OF THE FORMER AGREEMENT: AMOUNT OF BENEFITS

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

“(1) Withdrawal benefit: The benefit payable to a contributor whose employment in the industry terminates for any reason other than retirement on reaching the retirement age or on account of his physical incapacity to continue to work in the Millinery Industry within the area specified in clause 1 of the Agreement, established to the satisfaction of the Committee in accordance with the provisions of subclause (3), or on account of his death shall be equal to the amount of the contributor’s own contributions plus 5 per cent thereof in respect of each completed year of membership, subject to a maximum of 20 years membership.”
32 No. 14060

STAATSKOERANT, 26 JUNIE 1992

Met dien verstande dat waar 'n bydraer ten minste vyf jaar lank 'n bydraer was, die uitdienstredingsbynstand, soos hierbo uitgewerk, verhoog word met vyf persent daarvan ten opsigte van elke voltooide jaar van lidmaatskapswaarneem vyf jaar oorsky word onderworpe aan 'n maksimum verhoging van 100%'.

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

"(2) Afredingsbynstand—

(a) Wanneer die bydraer die ouderdom van 60 jaar bereik, moet die bystand wat aan hom betaal moet word, gelyk wees aan twee maal die bydrag bereken ineggelde subklousule (1).

(b) Optionele vroeë afreding: Behoudens die geval waar 'n bydraer kragtens subklousule (3), wat 'n bydrag in aanmerking kom en so 'n bydrag wel aan hom betaal word, mag daar teeniger tyd nadat 'n bydraer die ouderdom van 55 jaar bereik het, by die Fonds om afredingsbynstand aanseike gedoen word. Mots die komitee daarop oorgeig is dat die bydraer nie tot die Nywerheid sal terugkeer nie, kan die komitee bystand volgens die volgende skaal magtig:

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<thead>
<tr>
<th>Ouderdom</th>
<th>Bystand</th>
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<tr>
<td>55</td>
<td>Uitdienstredingsbynstand + Nul</td>
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<td>56</td>
<td>Uitdienstredingsbynstand + 20 persent</td>
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<td>Uitdienstredingsbynstand + 40 persent</td>
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<td>58</td>
<td>Uitdienstredingsbynstand + 60 persent</td>
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<td>59</td>
<td>Uitdienstredingsbynstand + 80 persent</td>
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(c) Optionele laat afreding: Wanneer 'n bydraer die afredingsouderdom bereik, maar in diens bly, kan hy kies of hy by diensbeëindiging of by berekening van die ouderdom van 65 jaar sal afree, en is hy by diensbeëindiging of by berekening van die ouderdom van 65 jaar gereikel op bystand wat gelyk is aan twee maal die bydrag bereken ingegelde subklousule (1) van hierdie klousule:

Met dien verstande dat die bydrag aldus bereken ingegelde subklousule 2 (a), (b) of (c) nie onderworpe is aan die beperking van 20 jaar of 100 persent in die voorbehoudsbeplanning van subklousule (1) bedoel nie.'.'

(3) Verrvang subklousule (4) deur die volgende:

"(4) Bystand wanneer bydraer te sterven kom: Die Bestuurskomitee moet, wanneer bewys van die afstere van 'n bydraer voorgelê word, maatregle daartoe voerleer—

(a) dat 'n bydrag gelyk aan twee maal die gewone uitdienstredingsbynstand waarop die bydraer op die datum van afstere (ongegelde) subklousule (1) gereikel sou wees, betaal word;

(b) dat 'n bykomende bydrag van R1 000 betaal word; en

(c) dat as 'n bydraer se egemaat of kind sterwe, die volgende bystand betaal word:

Bydraer se egemaat: ........................... R1 000,00

Bydraer se kind—
14 jaar of ouer .................................. R1 000,00
6 jaar of ouer maar jonger as 14 jaar ............. R 500,00
jonger as 6 jaar ................................ R 250,00

Met dien verstande dat wanneer 'n bydraer tot die Nywerheid terugker, nadat 'n van die ingegelde subklousule (1) (uitdienstredingsbynstand) of subklousule (3) (ongesktehield bystand) betaal is, die getal bydraeke na die datum waarop die bydraer tot die Nywerheid teruggeker het, in ag geneem word om sodanige bykomende bydrag van te stel:

Voorts met dien verstande dat die bystand in hierdie subklousule bedoel, nie betaalbaar is aan 'n lid of sy afhanklikes, na gelang van die geval, wat voor 15 November 1984, bystand geë is het nie.'.

(4) Verrvang subklousule (7) deur die volgende:

"(7) Bonusvoordele: In dien geval van 'n bydraer wat in aanmerking kom vir—

(a) 'n gewone afredingsbynstand ingegelde subklousule (2); of

(b) 'n optionele vroeë afredingsbynstand ingegelde subklousule (2) (b); of

Provided that where a contributor has been a contributor for at least five years the withdrawal benefit, as calculated above, shall be increased by five per cent thereof in respect of each completed year of membership in excess of five years, subject to a maximum increase of 100%.”.

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

"(2) Retirement benefits—

(a) Where the contributor reaches the age of 60 years, the benefit to be paid to him shall be equal to twice that calculated in terms of subclause (1).

(b) Optional early retirement: Except where a contributor qualifies for and is paid an amount in terms of subclause (3), application may be made to the Fund for retirement benefits, at any time after the contributor has reached the age of 55 years. Provided the Committee is satisfied that the contributor will not return to the industry, the Committee may authorize benefits on the following scale:

<table>
<thead>
<tr>
<th>Age</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>55</td>
<td>Withdrawal benefit + Nil</td>
</tr>
<tr>
<td>56</td>
<td>Withdrawal benefit + 20 per cent</td>
</tr>
<tr>
<td>57</td>
<td>Withdrawal benefit + 40 per cent</td>
</tr>
<tr>
<td>58</td>
<td>Withdrawal benefit + 60 per cent</td>
</tr>
<tr>
<td>59</td>
<td>Withdrawal benefit + 80 per cent</td>
</tr>
</tbody>
</table>

(c) Optional late retirement: Where a contributor reaches retirement age, but remains in employment, the contributor may elect to retire on termination of employment or on reaching the age of 65 years, and shall be entitled on termination of employment or on reaching the age of 65 years to a benefit equal to twice that calculated in terms of subclause (1):

Provided that the amount so calculated in terms of subclause (2) (a), (b) or (c) shall not be subject to the limitation of 20 years or 100% referred to in subclause (1).”.

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

"(4) Benefits where contributor dies: The Management Committee, upon production of proof of the death of a contributor, shall authorize—

(a) that the ordinary withdrawal benefits to which the contributor would have been entitled as at the date of death in terms of subclause (1) be doubled;

(b) that an additional amount of R1 000 be paid; and

(c) that a contributors spouse or child die the following benefit shall be paid:

Contributors’ spouse ........................................ R 1 000,00

Contributors’ child—
14 years or older ........................................ R 1 000,00
6 years or older but under 14 years .............. R 500,00
under 6 years ........................................... R 250,00

Provided that where a contributor returns to the Industry after payment of a claim in terms of subclause (1) (withdrawal benefit) or subclause (3) (disability benefit), only the number of weeks of contribution to the Fund after the date of such return to the Industry, shall be counted in order to determine any such additional amount:

Provided further that the benefits referred to in this subclause shall not be payable to a member or his dependants, as the case may be, who claimed benefits prior to 15 November 1984.”.

(4) Substitute the following for subclause (7):

"(7) Bonus benefits: A contributor who qualifies for—

(a) a normal retirement benefit in terms of subclause (2) (a); or

(b) an optional early retirement benefit in terms of subclause (2) (b); or
GOVERNMENT GAZETTE, 26 JUNE 1992

(c) 'n laat aftredingsbystand ingevolge subklousule (2) (c);

of

(d) 'n ongeskiktheidsbystand ingevolge subklousule (3);

of

(e) 'n sterftebystand ingevolge subklousule (4);

moet die totaal van sy eie bydraes met 20 persent verhoog
word en sodanige verhoogde totaal dien dan as grondlag vir
die berekening van sy voordeel.

Gedekte namens die partye te Kaapstad hierdie 16de dag
van Julie 1991.

A. KELLER,
Voorsitter.

J. WILLIAMS,
Ondervoorsitter.

K. L. BARNES,
Secretaris.

No. R. 1746 26 Junie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID: OOSTELIKE KAAPPROVIN-
SIE: HERNUIWING VAN HOOFPOOREENKOMS

Ek, Izak Jacobus van Zyl, Hoofdirekteur: Arbeidsver-
houdinge, behoorlik daar toe gemagtig deur die Minis-
ter van Mannekrag, verklaar hierby, kragtens artikel 48
(4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956,
 dat die bepaling van Goewermentskennisgewings
R. 1654 van 6 Augustus 1982, R. 33 van 7 Januarie
1983, R. 163 van 3 Februarie 1984, R. 2093 van 21
September 1984, R. 141 van 24 Januarie 1986, R. 843
van 2 Mei 1986, R. 438 van 6 Maart 1987, R. 1704 van
7 Augustus 1987, R. 2808 van 18 Desember 1987,
R. 805 van 21 April 1989, R. 2525 van 17 November
1989 en R. 725 van 5 April 1991, van krag is vanaf die
datum van publikasie van hierdie kennisgewing en vir
die tydperk wat op 31 Desember 1992, eindig.

I. J. VAN ZYL,
Hoofdirekteur: Arbeidsverhoudinge.

No. R. 1747 26 Junie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIENE NYWERHEID: NATAL: HER-
NUIWING VAN OOREENKOMS VIR DIE ELEKTRO-
TEGNIENE AANEMINGSEKSIE

Ek, Izak Jacobus van Zyl, Hoofdirekteur: Arbeidsver-
houdinge, behoorlik daar toe gemagtig deur die Minis-
ter van Mannekrag, verklaar hierby, kragtens artikel 48
(4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956,
 dat die bepaling van Goewermentskennisgewings
R. 2746 van 11 Desember 1987, R. 1660 van 19 Au-
gustus 1988, R. 398 van 23 Februarie 1990, R. 136
van 25 Januarie 1991 en R. 2599 van 1 November
1991, van krag is vanaf die datum van publikasie van
hierdie kennisgewing en vir die tydperk wat op 30 Junie
1993 eindig.

I. J. VAN ZYL,
Hoofdirekteur: Arbeidsverhoudinge.

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(c) a late retirement benefit in terms of subclause (2) (c);

or

(d) a disability benefit in terms of subclause (3);

or

(e) a death benefit in terms of subclause (4) of this clause;

shall have the total of his own contributions increased by 20
per cent and such increased total shall be the basis on which
his benefit shall be calculated."

Signed on behalf of the parties at Cape Town this 16th day

A. KELLER,
Chairman.

J. WILLIAMS,
Vice-Chairman.

K. L. BARNES,
Secretary.

No. R. 1746 26 June 1992

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY: EAST-
ERN CAPE PROVINCE: RENEWAL OF MAIN
AGREEMENT

I, Izak Jacobus van Zyl, Chief Director: Labour Rela-
tions, duly authorised thereto by the Minister of Man-
power, hereby, in terms of section 48 (4) (a) (ii) of the
Labour Relations Act, 1956, declare the provisions of
Government Notices R. 1654 of 6 August 1982, R. 33
of 7 January 1983, R. 163 of 3 February 1984, R. 2093
of 21 September 1984, R. 141 of 24 January 1986, R.
843 of 2 May 1986, R. 438 of 6 March 1987, R. 1704
of 7 August 1987, R. 2808 of 18 December 1987,
and R. 725 of 5 April 1991, to be effective from the date
of publication of this notice and for the period ending 31

I. J. VAN ZYL,
Chief Director: Labour Relations.

No.R. 1747 26 June 1992

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY: NATAL: RENEWAL OF
AGREEMENT FOR THE ELECTRICAL CONTRACT-
ING SECTION

I, Izak Jacobus van Zyl, Chief Director: Labour Rela-
tions, duly authorised thereto by the Minister of Man-
power, hereby, in terms of section 48 (4) (a) (ii) of the
Labour Relations Act, 1956, declare the provisions of
Government Notices R. 2746 of 11 December 1987,
R. 1660 of 19 August 1988, R. 398 of 23 February
1990, R. 136 of 25 January 1991 and R. 2599 of 1
November 1991 to be effective from the date of pub-
llication of this notice and for the period ending 30 June
1993.

I. J. VAN ZYL,
Chief Director: Labour Relations.
(2) Voeg die volgende nuwe subklausule (4) (iv) in:

"(iv) 'n lid geregist is op kraamvoordele van hoogstens R300: Met den verstande voors in die werknemer voor die aanvang van die kraamverlof een jaar lank in die Bedryf was, binne ses maande na die Bedryf terugkeer en daarna vir 'n minimum tydperk van ses maande in die Bedryf aanbly.'"

Namens die partye op hede die 9de dag van Desember 1991 te Kaapstad onderteken.

Mev. P. LAMPRECHT,
Voorsitter.

D. VAN DER WESTHUIZEN,
Ondervoorsitter.

K. BARNES,
Sekretaris.

No. R. 1865 3 Julie 1992
WET OP ARBEIDSVERHOUDINGE, 1956
INTREKKING VAN GOEWERMENSKENNIS-GEWING
MEUBELE- EN BEDDEGOEDNYWERHEID: TRANSVAAL BYSTANDSFONDSSE-OOREENKOMS
Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermskenningewig R. 3043 van 4 Januarie 1991 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

No. R. 1866 3 Julie 1992
WET OP ARBEIDSVERHOUDINGE, 1956
MEUBELE- EN BEDDEGOEDNYWERHEID: TRANSVAAL NUWE BYSTANDSFONDSSE-OOREENKOMS
Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylal 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 Mei 1994 eindig, bindend is vir die werkgeversorganisasie en die vakvereniging wat genoemde Ooreenkom met aangegaan het en vir die werkgevers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkom, uitgesonder die vervat in klausules 1 (1) (a), 2 en 5 van Hoofstuk I, klausules 4 (5) en 6 (c) van Hoofstuk II, Hoofstuk III en Hoofstuk IV met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing

(2) Insert the following new subclause (4) (iv):

"(iv) a member shall be entitled to confinement benefits to a maximum of R300: Provided that the employee has been in the Trade for one year prior to commencement of maternity leave, returns to the Trade within six months and subsequently remains in the trade for a minimum period of six months."

Signed at Cape Town on behalf of the parties this 9th day of December 1991.

Mrs P. LAMPRECHT,
Chairman.

D. VAN DER WESTHUIZEN,
Vice-chairman.

K. BARNES,
Secretary.

No. R. 1865 3 July 1992
LABOUR RELATIONS ACT, 1956
CANCELLATION OF GOVERNMENT NOTICE
FURNITURE AND BEDDING MANUFACTURING INDUSTRY: TRANSVAAL BENEFIT FUNDS AGREEMENT
I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice R. 3043 of 4 January 1991 with effect from the second Monday after the date of publication of this notice.

G. M. E. CARELSE,
Deputy Minister of Manpower.

No. R. 1866 3 July 1992
LABOUR RELATIONS ACT, 1956
FURNITURE AND BEDDING MANUFACTURING INDUSTRY: TRANSVAAL NEW BENEFIT FUNDS AGREEMENT
I, Glen Morris Edwin Carelse, Deputy 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 May 1994 upon the employers’ organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 5 of Chapter I, clauses 4 (5) and 6 (c) of Chapter II, Chapter III and Chapter IV, shall be binding, with effect from the second Monday after the date of publication of
en vir die tydperk wat op 31 Mei 1994 eindig, bindend is vir alle ander werkgevers en werk-
ners as dit genoem in paragraaf (a) van hier-
die kennisgewing wat betrokke is by of in diens is
in genoemde Onderneming, Nywerheid, Bedryf
of Beroep in die gebiede in klousule 1 van die
genomde Coreenkoms gespesifieer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

BYLAE
NYWERHEIDSRAAD VIR DIE MEUBEL- EN BEDDE-
GOEDNYWERHEID, TRANSVAAL
BYSTANDSFONDSE-OREENKOMS
Coreenkomsstig die Wet op Arbeidersverhouding, 1956, 
gesluit deur en aangegaan tussen die
Transvaal Furniture, Bedding and Upholstery Manufac-
turers’ Association
(hierna die “werkgewers” of die “werkgewersorganisasie”
genoom), aan die een kant, en die
National Union of Furniture and Allied Workers of South
Africa
(hierna die “werkners” of die “vakvereniging” genoom),
an die ander kant,
wat die partye is by die Nywerheidsraad vir die Meubel- en
Beddagoednywerheid, Transvaal.

HOOFSTUK 1
1. TOEPASSINGSBESTEK VAN OOREENKOMS
(1) Hierdie Coreenkoms moet in die Meubel- en Bedde-
goednywerheid, Transvaal, nagekom word—
(a) deur alle werkgevers wat lede van die werkgewersor-
ganisasie is en deur alle werkners wat lede van die vakveren-
iging is en wat onderskeidelik by die Meubel- en Beddagoed-
nywerheid betrokke of daarin werkzaam is;
(b) in die provinsie Transvaal en in die landdrosistelsel Vry-
burg soos dit op 24 Junie 1960 saamgestel was.
(2) Ondanks subklousule (1), is hierdie Coreenkoms—
(a) slegs van toepassing op werkgevers vir wie minimum
lone in die Hoofoorweeverkoms voorgestryf word en op
werkende werkgewers soos in die Hoofoorweeverkoms
omskryf;
(b) van toepassing op vakleerlinge vir sover dit nie onbe-
staaanbaar is nie met die Wet op Mannekragopleiding, 1981,
of die Wysiegingswet op Mannekragopleiding, 1990, of kon-
trakte aangegaan of voorwaardes vasgestel ingevolge
genomde Wet.

2. GELDIGHEDSDUUR
Hierdie Coreenkoms tree in werking op ’n datum wat krag-
tens artikel 48 van die Wet deur die Minister bepaal word, en
bly van krug vir die tydperk wat op 31 Mei 1994 eindig, of vir
sodanige tydperk as wat hy vasel.

3. VOORDOMSKRYWING
Alle uitdrukings wat in hierdie Coreenkoms gebruis en in
die Wet op Arbeidersverhouding, 1956, omskryf word, hat
dieselde betekenis as in die Wet; waar daar van ’n Wet
melding gemaak word, word ook alle wysigings van sodanige
Wet bedoel, en tansy die teenoorgestelde blyk, omvat
woorde wat die manlike geslag aandui, ook vroue; voorts,
tansy dit onbestaanbaar met die samehang is, beteken—
“Wet” die Wet op Arbeidersverhouding, 1956;

this notice and for the period ending 31 May
1994, 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE
INDUSTRIAL COUNCIL FOR THE FURNITURE AND BE-
DING MANUFACTURING INDUSTRY, TRANSVAAL

BENEFIT FUNDS AGREEMENT
In accordance with the provisions of the Labour Relations
Act, 1956, made and entered into by and between the
Transvaal Furniture, Bedding and Upholstery Manufac-
turers’ Association
(hereinafter referred to as the “employers” or the
“employers’ organisation”), of the one part, and the
National Union of Furniture and Allied Workers of South
Africa
(hereinafter referred to as the “employees” or the “trade
union”), of the other part,
being the parties to the Industrial Council for the Furniture
and Bedding Manufacturing Industry, Transvaal.

CHAPTER 1
1. SCOPE OF APPLICATION
(1) The terms of this Agreement shall be observed in the
Furniture and Bedding Manufacturing Industry, Transvaal—
(a) by all employers who are members of the employers’
organisation and by all employees who are members of the
trade union, who are engaged or employed in the Furniture
and Bedding Manufacturing Industry, respectively;
(b) in the Province of the Transvaal and in the Magisterial
District of Vryburg as it was constituted on 24 June 1960.
(2) Notwithstanding the provisions of subclause (1), the
provisions of this Agreement shall—
(a) only apply in respect of employees for whom minimum
wages are prescribed in the Main Agreement and to working
employers as defined in the Main Agreement;
(b) apply to apprentices in so far as they are not inconsist-
ent with the provisions of the Manpower Training Act, 1981,
or the Manpower Training Amendment Act, 1990, or any con-
tracts entered into or any conditions fixed thereunder.

2. PERIOD OF OPERATION
This Agreement shall come into operation on such date as
may be specified by the Minister in terms of section 48 of the
Act, and shall remain in force for the period ending 31 May
1994 or for such period as may be determined by him.

3. DEFINITIONS
All expressions used in this Agreement which are defined in
the Labour Relations Act, 1956, shall have the same
meanings as in that Act, any reference to an Act shall include
any amendments of such Act, and unless the contrary inten-
tion appears, words importing the masculine gender shall
include females; further, unless inconsistent with the con-
text—
“Act” means the Labour Relations Act, 1956;
"vakleerling"' se werknemer wat gebind is deur 'n skriftelike leerlingkontrak, geregistreer kragtens die Wet op Mannekragopleiding, 1981, of die Wyzigingswet op Mannekragopleiding, 1990;

"oudtûer"' se openbare rekenmeester soos in die Wet omskryf;

"los werknemer"' se werknemer wat hoogstens drie dae in 'n bepaalde week by dieselfde werkgever in diens is om grondstowwe van watter aard ook al op te laai en/of af te laai en/of op te breg;

"Komitee" of "Bestuurskomitee", vir doeleindes van die administrasie van die Fonds, die Komitee deur die Raad aangestel ingevolge klusule 2 (1) (a) van Hoofstuk II en vir doeleindes van die administrasie van die Skema, die Komitee deur die Raad aangestel ingevolge klusule 8 (1) van Hoofstuk IV;

"bydraas" die geld wat ingevolge klusule 4 (1) van Hoofstuk II aan die Fonds betaalbaar is;

"Raad" die Nywerheideraad vir die Meubel- en Beddegoderywerheid, Transvaal;

"afhanklik", met betrekking tot 'n lid vir die doeleindes van—

(a) Hoofstuk II:
   (i) sy vrou;
   (ii) sy weduwe;
   (iii) sy minderjarige kind of minderjarige stiefkind; of
   (iv) enige ander persoon wat geheel en al van sodanige lid afhanklik is en wat aan die Komitee bewys lever dat hy al of nie afhanklik is; Met dien verstande dat as daar vol "afhanklik is soos in (a) of (ii) of (iii) genoem, die benoeming van 'n beginstigde as ongelik beskou moet word;

(b) Hoofstuk III: Persone deur die Genootskap as afhanklike toegelaat ingevolge klusule 5;

(c) Hoofstuk IV: Persone omskryf as afhanklikes ingevolge klusule 2;

"Fonds" die Voorsorgfonds vir die Meubel- en Beddegoderywerheid, Transvaal, waarvoor in Hoofstuk II voorstienings gemaak word;

"Fondsweek" die tydperk vanaf midnernag tussen Donderdag en Vrydag tot midnernag van die volgende Donderdag en Vrydag;

"Meubel- en Beddegoderywerheid" beteken, sonder om die gewone betekenis van die uitdrukkings te beperk, die nywerheid waarin werkgoed en hulp werknemers met maatskappie geassosieer is vir die vervaardiging, hetse in die geheel of gedeeltelik, van al die meubels en beddengoed, ongeag die materiaal wat gebruik word, en omvat dit onder meer die volgende:

(a) Herstelwerk, stoffering, herstofferings, bieting, bespuiting of polerings en/of herpolering; die maak van laer kontreksels en/of kuissels en/of gordyne; en/of die maak en/of herstel van raamvormmatræë en/of rame vir stoffewerk; houtmaasiering, timmering, hout-braaierwerk en houtsnijwerk in verband met die vervaardiging en/of herstel van meubels; die polering en/of herpolering van klawiere; en/of die vervaardiging en/of bieting, bespuiting en polering en/of herpolering van meubels vir teekamers, kantore, kerke, skole, kroë of teaters en kabinette vir musiekinstrumente en radio- of draaiookskabinettes; met inbegrip van die werkzaamhede

"apprentice" means an employee who is bound by a written contract of apprenticeship, registered under the Manpower Training Act, 1981, or the Manpower Training Amendment Act, 1990;

"auditor" means a public accountant as defined in the Act;

"casual employee" means an employee who is employed by the same employer on not more than three days in any one week for the purpose of loading and/or off-loading and/or storing raw materials of any kind;

"Committee" or "Management Committee", means for the purposes of the administration of the Fund, the Committee appointed by the Council in accordance with the provisions of clause 2 (1) (a) of Chapter II and for the purposes of the administration of the Scheme, the Committee appointed by the Council in terms of clause 8 (1) of Chapter IV;

"contributions" means the moneys payable to the Fund in terms of clause 4 (1) of Chapter II;

"Council" means the Industrial Council for the Furniture and Bedding Manufacturing Industry, Transvaal;

"dependent" means in relation to a member for the purpose of—

(a) Chapter II:
   (i) his wife;
   (ii) his widow;
   (iii) his minor child or minor stepchild; or
   (iv) any other person who is wholly dependent upon such member and who satisfies the Committee that he is so dependent: Provide that the Committee's decision as to who are the dependents of the deceased member, in terms of this paragraph, shall be final;

v) a beneficiary nominated by a member where at the date of nomination there is no dependent: Provided that should a dependent under (a), (ii) or (iii) be established, the nomination of the beneficiary shall be deemed invalid;

(b) Chapter III: Persons admitted by the Society as dependents in accordance with the provisions of clause 5; and

(c) Chapter IV: Persons defined as dependants in terms of clause 2;

"Fund" means the Provident Fund for the Furniture and Bedding Manufacturing Industry, Transvaal, provided for in Chapter II;

"Fund week" means the period from midnight between Thursday and Friday to midnight of the following Thursday and Friday;

"Furniture and Bedding Manufacturing Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture either in whole or in part of all types of furniture and bedding, irrespeive of the materials used, and includes, inter alia, the following:

(a) Repairing, upholstery, re-upholstering, staining, spraying or polishing and/or repolishing; the making of loose covers and/or cushions and/or curtains; and/or the making and/or repair of box-spring mattresses and/or frames for upholstery; wood machining, veneering, wood-turning and carving in connection with the manufacturing and/or repairing of furniture; the polishing and/or repolishing of pianos; and/or the manufacturing and/or staining, spraying and polishing and/or repolishing of tea-room, office, church, school, bar or theatre furniture and cabinets for musical instruments and radio or wireless cabinets; including the activ-
wat verrijd word in persele waar houtmasjineri, houtdraa-
werk en/of houtsnijwerk in verband met de produksie
van meubels gedoen word; en met inbegrip van die herste-
lering of herpolering van meubels in of in verband met
bedryfssnitings waarin die produksie van meubels of enige
werksaanheid wat gegaan word met die finale voorbe-
reiding van 'n meubelstuk wat te koop is, of in die gehele of
gedetailleer, uitgevoer word, en die finiering van gelaai-
leeerde blokboed- of laaghoudende wat vir meubels gebruik
word, en alle gedeeltes van materiaal wat by die vervaard-
iging van meubel gebruik word; maar uitgesonderd die verva-
riging van ateljeebankes soos hieronder omskryf, en kuss-
sings vir sodanige ateljeebankes; die vervaarding van arti-
kiets wat hoofsaaklik van riet, gras en/of rotting gemaak
word, en die vervaarding van metalenmeubels asook die
vervaarding van metaalleeraties;

(b) die gedeelte van die Meubelwyeunoverheid wat te doen het
met die vervaarding van televisiekie nette, maar uitgeson-
derd die vervaarding van televisiekabinettes wat hoofsaaklik
van metaal en/of plastiek gemaak word en/of televisiekab-
inettes wat deur vervaardigers van televisietafel gemaak word
as omhulsel vir televisiestafer deur huile vervaardig in die
landsdistrict Alberton en Johannesburg;

(c) die vervaarding van beddedgoed, wat enigens of meer
van die volgende werksohennede omvat:

(i) Die vervaarding van matrassen, veermatrassen, bomat-
trassen, bolster, kopkussings, kussings vir ateljeebankes en
vereenheid;

(ii) die vervaarding van ateljeebankes;

(iii) alle werksohennede en prosesse wat met die vervaard-
iging van die artikiets vermeld in (i) of (ii) gepaard gaan
indien verrijd deur 'n werknemer wat vir die vervaarding van
sodanige artikiets in diens is, maar uitgesonderd die werk-
sohennede en prosesse by die vervaarding en/of montering
van metaalleeraties van sodanige artikiets;

"ateljeebank"; vir die doeleindes van (a) en (c), beteken 'n
meubelstuk wat ontwerp is as slipteek en vir omstelling in 'n
dubbelbed of twee of meer beddiens en waarvan die raam
hoofsaaklik van metaal gebou en die slipteek en/of slaap-
oppervlakte uit matrassen en/of kussings bestaan".

" leerling" 'n werknemer wat gemagtig is of geag word
gemagtig te wees as 'n leerling ingevoeg van enige ooreenkoms;
gepubliseer ingevoeg die Wet, wat van tyd tot tyd op die
Nayerhier van toepassing is of was;

"Hoofooreenkoms" enige geldende ooreenkoms vir die
Meubel- en Beddegnyeenhierheid, Transval, gepubliseer
ingevoeg artikel 48 van die Wet, waarin lonne voorgestryf
word, of by gebrek aan so 'n ooreenkoms, die jongste loon-
hoofooreenkoms wat ingevoeg die Wet vir die Nayerhier gepub-
bliseer is;

"Mediese Komite" die Mediese Komitee deur die Raad
aangestel ingevoeg klousule 12 van Hoofstuk III;

"lid" 'n werknemer wat toegelaat is as lid van die Fonds
en/of Genootskap en/of die Skema ingevoeg klousule 3 van
Hoofstuk II, klousule 3 van Hoofstuk III, en klousule 4 van
Hoofstuk IV, en die woorde "lid" en "lidmaatskap" het 'n
oreenstemmende betekenis;

"hoë ouderdom" die leeftyd van 60 jaar of ouer;

gewone loon" die loon gebaseer op 'n werknemer se
verdienste en betaalbaar as hy 44 uur, uitgesonderd oortyd,
gedurende 'n basisaal week werk het;

"betaaldag" Vrydag elke week, behalwe as Vrydag nie 'n
werkday is nie, wanneer die betaaldag dan die laaste werk-
dag voor Vrydag is;

lies carrie'd on in any premises where wood machining,
wood-turning and/or carving in connection with the produc-
tion of furniture is carried on; and including the repairing;
reupholstering or repolishing of furniture in or in connection
with establishments in which the production of furniture or any
operation associated with the final preparation of any article
of furniture for sale either in whole or in part is carried on, and
the veneering of laminated blockboard or plywood doors used
for furniture, and all parts of materials used in the manufac-
turing of furniture; but excluding the manufacturing of studio
couches as defined hereinafter, and cushions for such studio
couches, the manufacturing of articles made principally of
wicker, grass and/or cane, and the manufacturing of metal
furniture, including the manufacturing of metal bedsteads;

(b) that portion of the Furniture Manufacturing Industry
concerned with the manufacturing of television cabinets,
but excluding the manufacturing of television cabinets made
principally of metal and/or plastic and/or television cabinets
made by manufacturers of television sets for the housing of
television sets manufactured by them in the Magisterial Dis-
tricts of Alberton and Johannesburg;

(c) the manufacturing of bedding, which includes any one
or more of the following operations:

(i) The manufacturing of mattresses, spring mattresses,
overlays, bolsters, pillows, cushions for studio couches and
spring units;

(ii) the manufacturing of studio couches;

(iii) all operations and processes incidental to the manufac-
turing of the articles mentioned in subparagraph (i) or (ii) if
carried out by an employee employed in the manufacturing of
such articles, but excluding the operations and processes in
the manufacturing and/or assembly of metal parts of such
articles;

"studio couch", for the purposes of (a) and (c), means an
article of furniture which is designed for seating and for con-
version into a double bed or two or more beds and of which
the frame is constructed mainly of metal and the seating
and/or sleeping surfaces consist of mattresses and/or cushi-
ions;

"learner" an employee who has been authorised or
is deemed to have been authorised a learner in terms of any
agreement published in terms of the Act which is or was
binding on the industry from time to time;

"Main Agreement" any current agreement for the
Furniture and Bedding Manufacturing Industry, published in
terms of section 48 of the Act, in which wages are prescribed,
or in the absence of such an agreement, the last wage
agreement published for the Industry in terms of the Act;

"Medical Committee" means the Medical Committee
appointed by the Council in accordance with the provisions
of clause 12 of Chapter III;

"member" means an employee who has been admitted as
a member of the Fund and/or Society and/or the Scheme in
terms of clause 3 of Chapter II, clause 3 of Chapter III, and
clause 4 of Chapter IV, and the words "member" and
"membership" shall have a corresponding meaning;

"old age" means the age of 60 years or over;

"ordinary wage" means the wage based on an employee's
earnings and payable had he worked 44 hours, excluding
overtime, during any one week;

"pay-day" means Friday in each week, except where Fri-
day is a non-working day, when the pay-day shall be the last
working day preceding Friday;
"regulasi" die regulasies van die Genootskap van tyd tot tyd deur die Mediese Komitee gemaak ingevolge klousule 9 van hierdie Hoofstuk en Hoofstuk III;

"afrede" permanente afrede uit die Nywerheid weens ongeëskiedigheid, swak gesondheid of hoë ouderdom, en die "afrede" 'n ooreenstemmende betekenis;

"reëls" die reëls van die Fonds en Skema deur die Raad gemaak ingevolge onderskeidelik klousule 2 (1) (b) van Hoofstuk II en klousule 9 (3) van Hoofstuk IV:

"Skema" die Sterfte- en Ongesiiktheidskema vir Transvaalse Meubel- en Beddengoedwerkers waarvoor in Hoofstuk IV voorsiening gemaak word;

"Sekretaris" die sekretaris aangeleent ingevolge klousule 4 van hierdie Hoofstuk;

"siekte" liggamatike ongesteldheid, ongeëskiedigheid of ongesteldheid weens 'n kwaal, siekte, aandoening of beërens waarvoor lede en afhankliks gereg is op bystand uit houde van klousule 2 en ingevolge klousule 6, soos by klousule 10 van Hoofstuk III bepaal, of waarvoor lede gereg is op siektebeslissing, ingevolge klousule 9 van Hoofstuk III voorsiening gemaak word;

"Siekebeslissing" die siekebeslissing betaalbaar ingevolge klousule 9 van Hoofstuk III;

"Genootskap" die Siekebestandsgenootskap vir Transvaalse Meubel- en Beddengoedwerkers waarvoor in Hoofstuk III voorsiening gemaak word;

"iedereen" die geld oorgepla ingevolge klousule 4 (5) van Hoofstuk II ooreenkomstig klousule 7 (1) van Hoofstuk III aan die Genootskap en klousule 5 (1) van Hoofstuk IV aan die Skema.

4. ADMINISTRASIE

Die Raad moet 'n ouditeur, 'n sekretaris en personeel aanstel op sodanige grondslag en voorwaardes as wat hy geskik ag en hy kan sodanige aanstellings verander, reëlings tref en voorsiening maak vir persele, kantoormenteels en -uitrusting vir die administrasie van die Fonds, die Genootskap en die Skema.

5. AGENTE

Enige agent wat deur die Raad aangestel word, moet help om die bepaling van hierdie Ooreenkoms uit te voer. Dit is die plig van elke werkgewer om sodanige agentte toe te laat om sy bedryfswigging binne te gaan en om sodanige navrae te doen en om sodanige dokumente, boeke, loonstate, loonkoeverte en loonkaartjies te onderzoek en om sodanige individue te ondersoek as wat nodig is met die doel om vas te stel of die bepaling van hierdie Ooreenkoms nagekom word, en ingeval geen agent deur die Raad aangestel word nie, kan hy die Bestuurkomitee of die Mediese Komitee magtig om een of meer agentte aan te stel, beklek met soortgelyke bevoegdhede en beslis met soortgelyke pligte as die agent wat hierbo gemeld word, vir solank hy reëls deur lede en werkgewers aan die Fonds, die Genootskap of die Skema verskuldig is.

6. VRYSTELLINGS

(1) Die Bestuurkomitee of die Mediese Komitee kan vrystelling verleen van enige van of al die bepalinge van hierdie Ooreenkoms ten opsigte van 'n werkgewer en een of meer van sy werknemers.

(2) Die Bestuurkomitee of die Mediese Komitee moet, ten opsigte van enige werkgewer of persoon aan wie vrystelling ingevolge subklousule (1) hiervoor verleen is, die voorwaardes, as daar is, vasteel waaronder sodanige vrystelling verleen word en die tydperk waartyd sodanige vrystelling van krags is: Met dien verstande dat die Bestuurkomitee of die Mediese Komitee, indien hy dit gestel is, nadat hy drie maande skriftelik kennis aan die betrokke werkgewer of werknemer gee het, enige vrystellingaartiklaat kan intrek of wysig.

"regulations" means the regulations of the Society made by the Medical Committee from time to time in accordance with the provisions of clause 9 of this Chapter and the provisions of Chapter III;

"retirement" means permanent retirement from the industry through incapacity, ill-health or old age, and "retire" has a corresponding meaning;

"rules" means the rules of the Fund and the Scheme made by the Council in terms of clause 2 (1) (b) of Chapter II, and clause 9 (3) of Chapter IV, respectively;

"Scheme" means the Transvaal Furniture and Bedding Workers’ Death and Disability Scheme provided for in Chapter IV;

"secretary" means the secretary appointed in terms of clause 4 of this Chapter;

"sickness" means physical disorder, incapacity or indisposition through ailment, disease, illness or injury for which members and dependants are entitled to benefits by virtue of clause 2 and in terms of clause 8 as limited by clause 10 of Chapter III, or for which members are entitled to sick pay in terms of clause 9 of Chapter III;

"sick pay" means the sick pay payable in terms of clause 9 of Chapter III;

"Society" means the Transvaal Furniture and Bedding Workers’ Sick Benefit Society provided for in Chapter III; and

"subscriptions" means the amount of moneys diverted in terms of clause 4 (5) of Chapter II in accordance with clause 7 (1) of Chapter III to the Society, and clause 5 (1) of Chapter IV to the Scheme.

4. ADMINISTRATION

The Council shall appoint an auditor, a secretary and staff on such terms and conditions as it may deem fit and may vary such appointments, arrange and provide for premises, office furniture and equipment for the administration of the Fund, the Society, and the Scheme.

5. AGENTS

Any agent appointed by the Council shall assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such agents to enter his establishment and to institute such enquiries and to examine such documents, books wagesheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and in the event of there being no agents appointed by the Council it may authorise the Management Committee of the Medical Committee to appoint one or more agents, with similar powers and duties to those of the agents referred to above, for so long as contributions are due to the Fund, the Society, or the Scheme by members and employers.

6. EXEMPTIONS

(1) The Management Committee or the Medical Committee may grant exemption from any or all of the provisions of this Agreement in respect of an employer and/or one or more of his employees.

(2) The Management Committee or the Medical Committee shall fix in respect of any employer or person granted exemption under the provisions of subclause (1) above the conditions, if any, subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Management Committee or the Medical Committee may, if it deems fit, after giving three months notice, in writing, to the employer or employee concerned, withdraw or vary any certificate of exemption.
(3) Die sekretaris moet aan elke werkgewerwerkurnarem aan wie vyrostelling ingestel is van dié klousule verleen word, ‘n sertifikaat onder sy handtekening uitleek waarin hy die volgende besonderhede vermeld:
(a) Die naam van die betrokke werkgewerwerkurnarem voluit;
(b) die bepalings van die Ooreenkoms waarvan vyrostelling verleen word;
(c) die voorwaardes, as daar is, vasgestel ingevolge subklousule (2) waaronder sodanige vyrostelling verleen word; en
(d) die tydperk wat die vyrostelling van krag is.

(4) Die Sekretaris moet—
(a) alle uitgereikte sertifikate in volgorde nommer;
(b) ‘n kopie van elke sodanige uitgereikte sertifikaat bewaar, en
(c) wanneer ‘n vyrostelling aan ‘n werknemer verleen word, ‘n kopie van die vyrostellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewerwerkurnarem moet die bepalings van enige vyrostellingsertifikaat wat ingevolge hierdie klousule uitgereik is, nakom.

7. VRYWARING

(1) Die lede van die Raad, die lede van die Komitee van Mediese Komitee en die beambte van die Fonds, die Genootskap of die Skema word nie verantwoordelik gehou nie vir enige handeling wat kan lei tot ‘n verlies vir die Fonds, die Genootskap of die Skema waar sodanige handeling te goeder trou verrig is, en hulle is ook nie aanspreeklik vir dié skulde en laste van die Fonds, die Genootskap of die Skema nie en hulle word hierby deur die Fonds, die Genootskap of die Skema gevrywyar teen alle verliese en koste deur hulle aangaan in of in verband met die bona fide uitvoering van hul plichte.

(2) Die Raad en/of Komitee van Bestuurskomitee word nie verantwoordelik gehou nie vir enige bydraes afgetrek en enige bydraes verskuldig en betaalbaar dan die werkgewer wat by sekwesstrasing of likwidasie van die werkgewer se boedel of hoossaamheid nie in die Fonds, die Genootskap of die Skema inbetaal is nie.

8. ALGEMENE BEPALINGS

(1) Enige bystand, reg of belang waarop ‘n lid van die Fonds, die Genootskap of die Skema na hy beweer ingevolge hierdie Ooreenkoms gereglik is, mag nie gebruik word as grond vir akadeemies in enige geding wat deur sodanige lid teen die werkgewer ten opsigte van sy ontslag ingestel word nie.

Niks in hierdie Ooreenkoms beperk enigerywse die reg van ‘n werkgewer om die diens van sodanige lid te beëindig nie.

(2) Niemand, hetigsy ‘n lid is of nie, het enige eis, reg of belang daarby, op of ten opsigte van die Fonds, die Genootskap of die Skema of enige bydraes daartoe of enige belang daarby of enige eis teen die Raad, die Bestuurskomitee of die Mediese Komitee ingestel ingevolge hierdie Ooreenkoms en die werkgewers nie, behalwe kragtens en ooreenkomstig hierdie Ooreenkoms.

(3) Behoudens die Insolvensiewet, 1936, of enig wet, maak die bystand waarop ‘n lid afhanklik gereglik is, by sekwestraat of afstanddoening van die boedel nie deel van die bates van sy insolvente of afgestane boedel uit nie, maar val dit toe aan die Fonds, die Genootskap of die Skema na gelang van die geval, en die betrokke Komitee kan daaroor besluit op dié wyse wat, na die mening van die Komitee, daarop bereken is om sodanige lid of afhanklike te bevoordeel.

(3) The secretary shall issue to every employer/employee granted exemption in accordance with the provisions of this clause a certificate signed by him setting out:
(a) the full name of the employer/employee concerned;
(b) the provisions of the agreement from which exemption is granted;
(c) the conditions, if any, fixed in accordance with the provisions of subclause (2) subject to which such exemption is granted;
(d) the period during which the exemption shall operate.
(4) The secretary shall—
(a) number consecutively all certificates issued;
(b) retain a copy of each such certificate issued; and
(c) where an exemption is granted to an employee, forward a copy of the certificate of exemption to the employer concerned.
(5) Every employer/employee shall observe the provisions of any certificate of exemption issued in terms of this clause.

7. INDEMNITY

(1) The members of the Council, the members of the Committee or Medical Committee and the officers of the Fund, the Society, or the Scheme shall not be held responsible for any act which may result in loss to the Fund, the Society, or the Scheme, where such act was done in good faith, and shall not be liable for the debts and liabilities of the Fund, the Society, or the Scheme, and they are hereby indemnified by the Fund, the Society, or the Scheme against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(2) The Council and/or Committee or Management Committee shall not be held responsible for any contributions deducted and any contributions due and payable by the employer not paid into the Fund, the Society or the Scheme upon sequestration or liquidation of the employer’s estate or at all.

8. GENERAL PROVISIONS

(1) Any benefits, right or interest to which a member of the Fund, the Society, or the Scheme may claim to be entitled in terms of this Agreement shall not be used as a ground for damages in any action brought by such member against the employer in respect of dismissal.

Nothing in this Agreement shall in any way restrict the right of an employer to terminate the employment of such a member.

(2) No person, whether a member or otherwise, shall have any claim, right or interest upon, to or in respect of the Fund, the Society, or the Scheme, or any contributions thereto or any interest therein or any claim against the Council, the Management Committee, or the Medical Committee established in terms of this Agreement and the employers, except under and in accordance with the provisions of this Agreement.

(3) Subject to the provisions of the Insolvency Act, 1936, or any law, if the estate of any member and/or his dependant is sequestrated or assigned, the benefit to which such member or dependant is entitled shall not form part of the assets of his insolvent or assigned estate but shall revert to the Fund, the Society, or the Scheme, as the case may be, and may be dealt with by the Committee concerned in a manner calculated, in the opinion of the Committee, to benefit such member or dependant.
9. REGULATIONS

(1) The Medical Committee shall have power to make, vary and repeal regulations not inconsistent with the provisions of Chapter III of this Agreement, or any other law for the efficient carrying out of the Society's objects, and for determining the extent of the benefits to be granted by the Society and the terms and conditions applicable thereto.

(2) A copy of the regulations, as well as copies of any amendments thereto, shall be issued to every member of the Society upon request and shall also be transmitted to the Director-General of the Department of Manpower.

CHAPTER II

1. THE PROVIDENT FUND FOR THE FURNITURE AND BEDDING MANUFACTURING INDUSTRY, TRANSVAAL


(2) The Fund shall consist of—

(a) moneys standing to the credit of the Fund at the date of coming into operation of this Agreement;

(b) the total weekly contributions of both employers and members paid into the Fund less any amounts to be diverted in terms of clause 4 (5) of this Chapter;

(c) interest derived from the investment of any moneys of the Fund;

(d) any moneys credited to individual members in terms of clause 6 of this Chapter;

(e) any other moneys to which the Fund may become entitled by virtue of this Agreement or for any other reason, or which may be donated to the Fund.

2. ADMINISTRATION OF THE FUND

(1) (a) The administration of the Fund shall be vested in a Management Committee consisting of the Chairman and Vice-Chairman of the Council together with three employer representatives and three employee representatives who shall be members of the Council and shall be appointed by the Council. For each representative an alternate shall be appointed by the Council from its members. The Chairman and Vice-Chairman of the Council shall be the Chairman and Vice-Chairman of the Committee.

(b) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Committee and to make, amend and alter rules governing the administration of the Fund: Provided that such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or with the provisions of any other law. A copy of the rules or any amendment thereof shall be transmitted to the Director-General or the Department of Manpower.

(c) In the event of the Committee being unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers.

(2) All expenses incurred for the purpose of administration of the Fund shall be a charge against the Fund.
(3) So spoedig daonlik na 30 September elke jaar moet die Komitee 'n rekening opstel van die inkomste en uitgawes van die fonds vir die 12 maande gedui in 30 September, asook 'n staat wat die Fonds se bates en laste toon, wat deur die auditeur geneeslifte en deur die Voorstoor van die Komitee mede-ondersteek moet word. Die geneeslifte inrekenings en staat en enige verslag daarover wat deur die auditeur opgestel word, moet daarna op die kantoor van die Raad ter insae le, en afsluit toe daarvan moet binne drie maande na die sluiting van die tydperk wat daardie gedeel, aan die Direkteur-generaal van die Departement van Mannekrag, die werkgewersorganisasie en die vakvereniging geskuur word.

(4) Die Komitee moet alle inkomste van die Fonds invorder en in ontvang neem en alle gelde aldus ontvang in 'n bankrekening stort wat op naam van die Fonds geopen moet word. 'n Amptelike kwitantie moet uitgereik word vir alle geld wat deur die Fonds ontvang word, en onterkennings uit die Fonds moet geskied by wyse van teks ondergeteken deur sodanige persone as wat van tyd tot tyd deur die Raad daartoe gemagtig word, en mede-ondersteek deur die sekretaris van die Fonds.

(5) Indien 'n geskik te enig tyd ontstaan aangaande die administrasie van die Fonds waaroor lede van die Bestuurskomiteit gekyk is, moet die saak vir beslissing na die Raad van nege besonder word.

(6) Enige geld wat nie nodig is om lopende betalings te doen en koste te vereffen nie, moet behou word in—
(a) spaarrekenings, permanente aandele of vasto deposito's by geregisterde bougoednotekapye of banke; en/of
(b) Poskantspaaarrekenings of -s退休; en/of
(c) Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike owerehede en/of die Elektriteitsvoorsieningskommissie; en/of
(d) Nationale Spaar Mediterrante; of
(e) op enige ander manier wat deur die Registraat goedgekeur word.

3. LIDMAATSKAP

(1) Die lede van die Fonds bestaan—
(a) uit alle werknemers, uitgesonderd los werknemers, in die Nywerheid vir wie minimum lene in die Hoofoorloeksorg voorgeskryf word, insluitende vakleerlinge; en
(b) behoudens die goedkeuring van die Komitee, uit sodanige ander persone in diens in die Nywerheid wat verkieks om lede te word en ten opsigte van wie hul werkgever toegestem het om die bydrae te doen wat in klousule 4 van hierdie Hoofstuk voorgeskryf word.

(2) Lidmaatskap eindig wanneer 'n lid die Nywerheid permanent verlaat of al sy bystand ingevoegde klousule 5 van hierdie Hoofstuk ontvang het.

4. BYDRAES

(1) (a) Behoudens paragraaf (b) hiervan, moet elke werkower op die eerste betaaldag na die datum waarop hierdie Ooreenkomst in werking tree en daarna op elke betaaldag van elke Fondsweek van die loon van elke lid in sy diens die bedrag aftrek wat in die toepaslike kolom A van Aanhangsel A van hierdie Ooreenkomst gemeld word. By die bedrag aldus afgerek, moet die werkower 'n bydrae voeg soos in die toepaslike kolom B van Aanhangsel A van hierdie Ooreenkomst gemeld word.

(b) Ondanks andersluidende bepaling in hierdie Ooreenkomst, moet geen bydrae betaal word as 'n lid minder as 16 jaar gedurende enige Fondsweek werk nie.

(c) Afrekkings moet gedoen word van die loon wat 'n lid ontvang vir tydperke van afwesigheidsverlof met besoldiging, asook vir vakansies met besoldiging, soos die betrokke lid by sy werk aanwezig was om die gewone manier gedurende enige tydperk van diens, behalwe gedurende die tydperk van die jaarlikse sluiting.

(3) As soon as possible after 30 September in each year, the Committee shall prepare an account of the revenue and expenditure of the Fund for the 12 months ended 30 September and a statement showing the Fund's assets and liabilities which shall be certified by the auditor and countersigned by the Chairman of the Committee. The certified accounts and statement and any report made by the auditor therein shall thereafter lie for inspection at the office of the Council and copies thereof shall within three months of the close of the period covered thereby be transmitted to the Director-General of the Department of Manpower, the employers' organisation and the trade unions.

(4) The Committee shall collect and receive all revenue of the fund and shall deposit all moneys so received in a banking account opened in the name of the Fund. An official receipt shall be issued for all moneys received into the Fund and withdrawals from the Fund shall be by order, signed by such persons as may, from time to time, be authorised by the Council and be countersigned by the Secretary of the Fund.

(5) Should a dispute arise at any time as to the administration of the Fund in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council for a decision.

(6) Any moneys not required to meet current payments and expenses shall be invested in—
(a) savings accounts, permanent shares or fixed deposits with registered building societies, or banks, and/or
(b) Post Office savings accounts or certificates, and/or
(c) Stock of the Government of the Republic of South Africa or Local Government Stock, and/or the Electricity Supply Commission, and/or
(d) National Savings Certificates, or
(e) any other manner approved by the Registrar.

3. MEMBERSHIP

(1) Membership of the Fund shall consist of—
(a) all employees, other than casual employees, in the Industry for whom minimum wages are prescribed, in the Main Agreement, including apprentices;
(b) subject to the approval of the Committee, such other persons employed in the Industry who elect to become members and in respect of whom their employers have consented to make the contributions prescribed in clause 4 of this Chapter.

(2) Membership shall cease when a member leaves the Industry permanently and has received all his benefits in terms of clause 5 of this Chapter.

4. CONTRIBUTIONS

(1) (a) Subject to the provisions of paragraph (b) hereof, every employer shall on the first pay-day after the date upon which this Agreement comes into operation and thereafter on every pay-day of each Fund week, deduct from the wage of each and every member in his employ the amount specified in the applicable column A of Annexure A to this Agreement. To the amount so deducted the employer shall add a contribution as specified in the applicable column B of Annexure A to this Agreement.

(b) Notwithstanding anything to the contrary contained in this Agreement, should a member work for less than 16 hours during any one Fund week, no contributions shall be made.

(c) Deductions shall be made from wages received by a member for periods of paid leave of absence from work and paid holidays as though the member concerned was present at work in the normal way during any period of employment other than during the period of annual closure.
(d) Elke werkgewer moet ‘n bydrae gelyk aan die som van kolom B van Aanhangsel A van hierdie Ooreenkoms ten opsigte van elke werkkende werkgewer betaal.

(2) (a) Behoudens paragraaf (b), moet die werkgewer alle bedrade wat ingevolge subklausule (1) hiervan betaalbaar is, tessema met die voorgeskrewe opgawe, maandeliks aansenu sodat dit die Sekretaris van die Raad bereik voor of op die 10de dag van die maand wat volg op die maand ten opsigte van die bedrag verskuldig is.

(b) ’n Werkower wat met betalings ingevolge paragraaf (a) hiervan agterstallig is en wat versuim, nadat hy deur die Raad skriftelik gewaarsku is, om die uitstaande bedrade binne sewe dae vanaf die datum van sodanige waarskuwing aan te staan, moet, sodra hy skriftelik deur die Raad aangesê word om dit te doen, die bydrae waarvan in subklausule (1) hiervan melding gemaak word, week na week betaal sodat dit die Sekretaris bereik voor of op die Vrydag wat volg op die betaalag van die week ten opsigte waarvan die bedrade verskuldig is. Die betaling ten opsigte van die laaslike betaaldag van elke kalendermaand moet vergeel nadat die deur die Raad skriftelik waarsku deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanie bedrag of op sodanie kleinere bedrag wat nog betaal nie is nie, bereken teen ’n koers van twee persent of teen die hoëste, sende prinsaatë van die Banks van Barclays Bank, welke koers ook al die hoogste is, per maand of gedeelte van ’n maand vanaf sodanie 10de dag tot die dag waarop bydrae werklik daar die Raad ontvang word: Met dié verstaan dat die Raad daartoe gereig is om op absolute goeddunke betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

(c) Indien die bedrag verskuldig ingevolge hierdie klausule nie teen die 10de dag van die maand wat volg op die maand te betaalbaar is, deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanie bedrag of op sodanie kleinere bedrag wat nog betaal nie is nie, bereken teen ’n koers van twee persent of teen die hoëste, sende prinsaatë van die Banks van Barclays Bank, welke koers ook al die hoogste is, per maand of gedeelte van ’n maand vanaf sodanie 10de dag tot die dag waarop bydrae werklik daar die Raad ontvang word: Met dié verstaan dat die Raad daartoe gereig is om na absolute goeddunke betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

(d) As dit nog nie reeds ten opsigte van hulde werk- nemers gedaan is nie, maar in elke geval wanneer ’n nuwe werknemer tot die Nywerheid toestreef, moet die eerste opsigte in paragraaf (a) en (b) gemeld, wat volg op die datum waarop sodanie werknemer vir lidmaatskap van die Fonds gekwalifiseer het, vergeel gee van ’n bydrae wat die name van die werknemer verlui aangee, asook sodanie werknemer se adres, identiteitsnommer en die adres en identiteitsnommer, as dit beskikbaar, van die lid se afhanklik(e) en/of enige ander inligting wat die Komitee van tyd tot tyd nodig het.

(e) As hy dit nog nie reeds gedaan het nie maar in elke geval wanneer hy by die Fonds aansluit, moet elke lid by werkgewer in kennis stel van sy adres en identiteitsnommer en sy adres en identiteitsnommer, as dit beskikbaar, van sy afhanklike(e). Elke lid moet sy werkgewer verwittig van enige adresseverandering van sy afhanklike(e) en elke werkgewer moet die sekretaris skriftelik daardie kennis gee.

(3) As daar per abus ’n bydrae tot die Fonds gedaan word, is die Fonds nie daarvoor aanspreeklik om die bydrae nie verloop van ses maande vanaf die datum van sodanie betaal- ling terug te betaal nie.

(4) Wanneer enige bystand per abus aan ’n lid betaal is omdat sodanie lidalings aan die Fonds gedaan het wat nie verskuldig was nie, kan die Bestuurskomitee die bedrag van die bystand wat aldaar betaal was, verwerken—

(a) teen enige bedrag wat die Fonds geëis word as ’n terugbetaling van sodanige bydrae wat nie verskuldig was nie; en

(b) teen enige toekomstige bystand wat deur die Fonds aan genoemde lid verskuldig word.

(d) Every employer shall pay a contribution in respect of each working employer equal to the sum of column B of Annexure A to this Agreement.

(2) (a) Subject to the provisions of paragraph (a), the employer shall forward monthly the total contributions referred to in subclause (1) together with a return in the form prescribed by the Council from time to time to reach the Secretary not later than the 10th day of the month following the month during which the member's deductions were required to be made.

(b) An employer who is in arrear with payments in terms of paragraph (a) and who fails after having been warned in writing by the Council to forward the outstanding amounts within seven days of the date of such warning, shall upon being notified by the Council in writing to do so submit the contributions referred to in subclause (1) week by week, so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the contributions are due. The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the return referred to in paragraph (a) hereof. An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of contributions on the monthly basis provided for in terms of paragraph (a).

(c) Should any amount due in terms of this clause not be received by the Council by the 10th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of two per cent or at the prevailing prime overdraft rate of Barclays Bank, whichever rate is the greater, per month or part thereof from such 10th day until the day upon which payment is actually received by the Council. Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof.

(d) If not already furnished in respect of present employees, but in any event whenever a new employee enters the industry, the first return referred to in paragraph (a) or (b) following the date upon which such employee became eligible for membership of the Fund shall be accompanied by a Schedule reflecting the full names of the employee, as well as such employee's address, identity number and the address and identity number, where available, of the member's dependant(s) and/or any other information as may be required by the Committee from time to time.

(e) Every member if he has not already done so, but in any event upon joining the Fund, shall advise his employer of his address and identity number and the address and identity number, where available, of his dependant(s). Every member shall furnish his employer with any change of address of dependant(s) and every employer shall advise the secretary thereof, in writing.

(3) If any contribution is made in error to the Fund, the Fund shall not be liable to repay that contribution after the lapse of six months from the date of such payment.

(4) Whenever any benefit has been mistakenly paid to a member as a result of such member having made to the Fund payments which were not due, the Management Committee may set off the amount of benefit so paid—

(a) against any sum claimed from the Fund as a repayment of such contributions which were not due; and

(b) against any future benefits that may become due by the Fund to the said member.
(5) Van die weeklike bydraes ontvang van dié werknemer wat lid is van dié vakvereniging wat 'n party by hierdie Ooreenkoms is, en van sy werkgever wat lid is van dié werkgewersorganisatie wat 'n party by hierdie Ooreenkoms is, moet die Fonds—

(a) aan die Saktebystandsgenootskap vir Transvaalse Meubel- en Beddegoedwerkers, soos beliggaam in Hoofstuk III, sodanige ledelid geregda as wat in klousule 7 van Hoofstuk III voorgeskryf word;

(b) aan die Sterfie- en Ongeskiktheidskema van Transvaalse Meubel- en Beddegoedwerkers soos beliggaam in Hoofstuk IV, sodanige ledelid geregda as wat in klousule 5 van Hoofstuk IV voorgeskryf word.

5. BYSTAND

(1) 'n Lid is soos volg gereg op die betaling van dié bystand wat vir hom ingevoeg hierdie Hoofstuk opgeoloop het:

(a) Na 12 agtereenvolgende maande sedert hy die Nywerheid vertaat het en by voorlegging van 'n skriftelike bewys wat die Komitee daarvan oortuig dat die lid minstens 12 agtereenvolgende maande bûtste die Nywerheid gewerk het:

Met dien verstande dat die Komitee, onder buitengewone omstandighede en uitsluitlik na eie goeddunk, die betaling van sodanige bystand vóór daardie tydperk kan magtig maar nie vroeër nie as drie agtereenvolgende maande nadat die lid die Nywerheid permanent vertaal het;

(b) by afrede uit die Nywerheid waens—

(i) hoë ouderdom; of

(ii) ongeskiktheid, swak gesondheid of swaltheid en 'n lid as gevolg daarvan permanent ongeskik geword het: Met dien verstande dat die lid van sodanige ongeskiktheid bewys gegee het wat die Komitee tevreden stel;

(c) ondanks paragraaf (a), waar 'n vroeë betaling van bystand goedkeur is en onder buitengewone omstandighede dan ook na 'n lid gemaak is, kan die Komitee uitsluitlik na eie goeddunk te eniger tyd vir die verstreking van nege maande vanaf die datum waarop die bystand aan dié lid betaal is, van so 'n lid vereis om die hele bedrag wat as bystand aan hom betaal is of 'n gedeelte daarvan terug te betaal.

(2) (a) Behoudens klousule 4 van hierdie Hoofstuk is 'n lid in subklousule (1) (a) en (d) betel, gereg op ondervermelde bystand;

(i) As hy hoogstens vyf jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevoeg klousule 6 van hierdie Hoofstuk gekreëer is, plus 50 persent van die totale som van die werkgewer se bydraes en rente waarmee dié lid gekreëer is;

(ii) As hy langer as vyf jaar maar hoogstens 10 jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevoeg klousule 6 van hierdie Hoofstuk gekreëer is, plus 60 persent van die totale som van die werkgewer se bydraes en rente waarmee dié lid gekreëer is;

(iii) As hy langer as 10 jaar maar hoogstens 20 jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevoeg klousule 6 van hierdie Hoofstuk gekreëer is, plus 75 persent van die totale som van die werkgewer se bydraes en rente waarmee dié lid gekreëer is;

(iv) As hy langer as 20 jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes gekreëer is, plus die totale som van die werkgewer se bydraes en rente waarmee dié lid gekreëer is.

(b) 'n Lid in subklousule (1) en (b) hiervan bedel, moet behoudens klousule 5 van hierdie Hoofstuk, by die bystand betaal word wat in subklousule (2) (a) (iv) voorgeskryf word.

Met dien verstande dat die Komitee die reg het om te vereis dat 'n mediese verslag oor sodanige lid op koste van die Fonds voorgele word.

(5) From the weekly contributions received from the employee who is a member of the trade union which is a party to this Agreement and his employer, who is a member of the employers' organisation which is a party to this Agreement, respectively, the Fund shall divert—

(a) The Transvaal Furniture and Bedding Workers' Sick Benefit Society, as embodied in Chapter III, such subscriptions as are prescribed in clause 7 of Chapter III;

(b) The Transvaal Furniture and Bedding Workers' Death and Disability Scheme, as embodied in Chapter IV, such subscriptions as are prescribed in clause 5 of Chapter IV.

5. BENEFITS

(1) A member shall be entitled to payment of the benefits accrued to him in terms of this Chapter—

(a) 12 consecutive months after left the Industry and upon production of written proof satisfactory to the Committee that the member was engaged outside the Industry for a period of not less than 12 consecutive months: Provided that the Committee may, in exceptional circumstances and at its sole discretion, authorise the payment of such benefits prior thereto but not sooner than three consecutive months after the member has left the Industry permanently;

(b) upon retirement from the Industry owning to—

(i) old age; or

(ii) incapacity, ill-health or infirmity and if a member is permanently disabled as a result thereof: Provided that the member has produced proof of such disablement to the satisfaction of the Committee;

(c) notwithstanding anything contained in paragraph (a) where an early payment of benefits has been approved and made to a member pursuant to exceptional circumstances, the Committee may, at its sole and absolute discretion, at any time prior to the expiry of nine months from the date of the member having being paid his benefits, call upon such member to refund the whole or part of the benefits paid to such member.

(2) (a) Subject to the provisions of clause 4 of this Chapter, a member referred to in subclause (1) (a) and (d) shall be entitled to the following benefits:

(i) If he has been a member for a period not exceeding five years but not exceeding 10 years, the total amount contributed by him, plus any interest, and bonuses credited to his own contributions in terms of clause 6 of this Chapter plus 50 per cent of the total sum of the employer's contributions and interest credited in respect of that member;

(ii) if he has been a member for a period in excess of five years but not exceeding 10 years, the total amount contributed by him plus any interest and bonuses credited to his own contributions in terms of clause 6 of this Chapter plus 60 per cent of the total sum of the employer's contributions and interest credited in respect of that member;

(iii) if he has been a member for a period in excess of 10 years but not exceeding 20 years, the total amount contributed by him, plus any interest and bonuses credited to his own contributions in terms of clause 6 of this Chapter plus 75 per cent of the total sum of the employer's contributions and interest credited in respect of that member;

(iv) if he has been a member for a period in excess of 20 years, the total amount contributed by him, plus any interest and bonuses credited to his own contributions plus the total sum of the employer's contributions and interest credited in respect of that member.

(b) A member referred to in subclause (1) (b) hereof shall, subject to the provisions of clause 4 (5) of this Chapter, be paid the benefits prescribed in subclause (2) (a) (iv): Provided that the Committee shall have the right to demand a medical report in respect of such member at the expense of the Fund.
Enige bedrag, bo en behalve die wat deur ‘n werknemer bygewerk het en deur hulle afgehaal het, wat oute oor die klou-
sule aan so ‘n werknemer verskuidig is, kan na die Raad se
goeddunken teruggehou of verminder word indien so ‘n werk-
nemer om ‘n wetlike rede deur sy werkgewer ontslaan is.

(3)(a) Aansoek om bystand moet skriflik gedoen word in
die vorm wat deur die Komitee voorgestryk word.

(b) Wanneer ‘n lid na die Nywerheid terugker voordat
betaling gedoen is op grond van ‘n aansoek om ontreiking
van bystand, verval die aansoek automatis en moet
hy/sy bydraes onmiddellik herverd word.

(c) By betaling aan ‘n lid van alle bystand wat vir hom
bevolke hierdie Hoofstuk opgelet het, word die saldo van
die werkgewer sy bydraes en rente, as daar is, aan die Fonds
beperk as ‘n item waarop die Fonds ingevoelige klousule 1 (2)
van hierdie Hoofstuk geregeld geword het.

(d) (a) By bewyslewing, wat vir die Bestuurskomitee
aanvaarbaar is, van die dooie van ‘n lid, moet die Fonds,
houdens die omskrywing van “afhanklikhe” in klousule 3
van Hoofstuk 1, aan die afhanklike(s) en/of begunstigde(s)
deur die lid benoem, ‘n bedrag betaal gelik aan die totale
bedrag van sy eie en die waggewer sy bydraes wat ten
opsigte van sodanige lid bygedra is, plus sy rente en bonusses
waarmee hy ingevoelige klousule 6 van hierdie Hoofstuk
gekrediteer is, en het die boeddelaar van die afgestorne lid geen
als teen die Fonds nie. Die Bestuurskomitee mag na sy
stelling van en absolute goeddunken die bepalings van artikel
36 van die Wet op Pensioenfondse, 1956 (Wet 24 van
1956), soos gewysig van tyd tot tyd, toepas.

(b) As die afhanklike ‘n minderjarige is, mag die Komitee
na sy uitsluitlike en absolute goeddunken aan sodanige
minderjarige se wettige voog, of aan enige persoon soos bepaal
door die Komitee, die voordeel betaal, of mag die Komitee
met die voordeel handel op enige manier hoopvaardig om te
versker die voordeel ten gunste van die minderjarige
tevreden te skakel.

(c) Elk werkgewer moet die sekretaris verwittig van
die dood van enige lid in sy diens. Die sekretaris moet so gou
mogliker, nadat hy inligting uit enige bron ontvang het van die
dood van ‘n lid, die afhanklike daarvan in kennis stel per brief
of omsendbrief waarin die jong bekende werkplek van die
oorlode hy/sy bydraes gemeld word, asook die feit dat bystand
opgelei kan word by ‘n adres wat die Bestuurskomitee uit-
druklik meld.

(d) Ingeval die sekretaris nie in kennis gestel is van die
jonge die adres van ‘n afhanklike nie en die Bestuurskomitee
nie daartoe in staat is om die afhanklike by sy/hier jongs
bekende adres te spoor en geen eis om bystand wat
ingevoelige hierdie klousule verskuidig is, ingestel word binne
‘n maand nadat bewys van die dooie van ‘n lid ontvang is nie,
moe die Komitee ‘n advertensie, in albei amptelike tale,
plaas in drie agtereenvolgende uitgawes van hoogstens drie
dagblaaie wat in die Republiek van Suid-Afrika in omloop is,
waarvan een ‘n nuusblad moet wees wat in omloop is in die
distrik waarin die oorelied lid normaalweg woonlik was, en
in sodanige advertensie moet die jongs bekende werkplek van
die oorelied lid en die bekende naam/namae van afhanc-
likes en nu hjoung bekende adresse genoem word, asook die
feit dat bystand beskikbaar is vir opvoeding deur die
afhanklike(s) by ‘n adres wat die Komitee uitdruklik meld.

(e) As die afhanklike(s) binne ‘n jaar en ‘n dag vanaf die
datum van die vorige plasing van sodanige advertensie soos
in paragraaf (d) gespesifiseer, verour om die bystand op te
eis wat aan hulle verskuldig is, moet veronderstel word dat
daar geen afhanklike(s) is nie en moet sommige bystand aan
die Fonds verboor moet word as geld waarop die Fonds gereg-
geword het ingevoelige klousule 1 (2) (e) van hierdie Hoofstuk.
Ten bate van die onderhollende lede en daarna is daar geen
verdere eis as die Fonds nie meer maal veronderstel dat die
Komitee, ingeval ‘n eis ontvang word binne ‘n tydperk van
drie jaar na die dood van ‘n lid, die bevoegdheid het om na sy
uitstuurlike en absolute goeddunken bedraa aan die
betrokke afhanklikes te betaal uit die geld wat aan die Fonds
turengeval het.

(c) Any amount over and above that which has been con-
tributed by the dependent and the accrued thereon which is
due to such member in terms of this clause may, at
the discretion of the Council, be withheld or reduced where
such employee has been dismissed by his employer for any
cause recognised by law as sufficient.

(3)(a) Applications or benefits shall be made, in writing, in
the form prescribed by the Committee.

(b) When a member returns to the industry before payment
has been made on an application for withdrawal of benefits,
the application will automatically lapse and contributions shall
forthwith be resumed.

(c) Upon payment to a member of all benefits accrued to
him in terms of this Chapter, the balance of the employer’s
contributions and interest, if any, shall be forfeited to the
Fund as an item to which the Fund has become entitled in
terms of clause 1 (2) (e) of this Chapter.

(4)(a) On proof, satisfactory to the Management Commit-
tee, of the death of a member, the Fund shall, subject to the
definition of “dependent” in clause 3 of Chapter I, pay an
amount equal to the aggregate amount of his own and the
employer’s contributions in respect of such member plus interest
and bonuses credited thereto in terms of clause 6 of this Chapter to the dependent(s), and/or to
such person/s nominated by the member, and the estate of a
deceased member shall have no claim against the Fund. The
Management Committee may, at its sole and absolute discre-
tion, apply the provisions of section 37C of the Pensions
Fund Act, 1956 (Act 24 of 1956), as amended from time to
time.

(b) If the dependant is a minor, the Committee may, at its
sole and absolute discretion, pay the benefit to such minor’s
legal guardian, or to any person determined by the Commit-
tee, or it may deal with the benefit in any manner whatsoever,
to ensure that the benefit is secured for the benefit of the
minor.

(c) Every employer shall notify the secretary of the death of
any member in his employ. The secretary shall, as soon as
possible, upon receiving information from any source of the
death of a member, notify the dependant by letter or circular
stating the last known place of work of the deceased contribu-
tor and the fact that benefits may be claimed at an address
specified by the Management Committee.

(d) In the event of the secretary not having been notified of
the latest address of a dependent and the Management
Committee not being able to trace the dependant at his/her
last known address and no claim for benefits due in terms of
this clause being made within a month of the proof of
the death of a member the Committee shall insert an advertise-
ment, in both official languages, in three successive issues
of not more than three daily newspapers circulating in the
Republic of South Africa, one of which shall be a newspaper
circulating in the district in which the deceased member was
normally resident, stating the last known place of work of the
deceased member, the known name(s) of dependants and
their last known addresses and the fact that benefits are
available for collection by the dependant(s) at an address
specified by the Committee.

(e) If within a year and a day from the date of the last
insertion of such an advertisement as specified in paragraph (d),
the dependant(s) fail to claim the benefit due to them, it shall
be assumed that there are no dependant(s) and such bene-
fits shall be forfeited to the Fund as moneys to which the
Fund has become entitled in terms of clause 1 (2) (e) of this
Chapter, for the benefit of the remaining members and there
shall thereafter be no further claim against the Fund: Pro-
vided that the Committee shall, in the event of a claim being
received within a period of three years after the death of a
member, be entitled in its entire and absolute discretion, to
make payments to the dependants concerned out of the
moneys which have reverted to the Fund.
(5) As 'n lid bystand ontvanger het waarop hy nie insegelings hierdie hoofstuk gereg BER nie en die saak nie behandel word nie op die wyse soos in klasule 4 (4) van hierdie hoofstuk vertoon nie, is hy daarvoor aanspraelik om die bedrag van die bystand aldus ontvang aan die Fonds terug te betaal. Met dien verstande dat as die Komitee dit in enige besondere geval onblik om terugbetaalings van die hele bystand te eis, hy na goedkunde die terugbetaalings van enige vorm van eksekusiie insegelings 'n uitspraak of bevel van 'n geregsgearie nie.

(b) Indien daar vasgestel word dat 'n lid se lidmaatskap van die Genootskap waarvoor in Hoofstuk III voorziening gemaak word, verval het, en die Genootskap het foutiewe, of kontrakteer enige mediese uitgawes wat deur sodanige lid en/of sy afhanklik(e) aangegaan is, betaal, is die Bestuurskomitee geregtig om die bedrag/bedreinde van die lid se eie bydrae na af te trek en na die Genootskap ter plaas te stel.

(c) By ontvangs van skriflike bewys van die vakkerekening wat in party by hierdie Ooreenkoms is, dat 'n lid van die vakkerekening, word die rangorde van dié vakkerekening ernaar aangepas en sodanige lid en/of sy afhanklik(e) nie betaal. Is die bedrag betaal, daarmee dié afhanklik(e) nie betaal. Is die bedrag betaal, daarmee dié afhanklik(e) nie.

(7) Niks in hierdie Hoofstuk raak op enige wyse die reg van 'n lid of sy afhanklik(e) om skadeloosstelling of skadevergoeding te eis ten opsigte van geneeskundige of boetse veroorsaak deur die vakkerekening. Is die bedrag betaal, daarmee dié afhanklik(e) nie.

(b) As geen eie binne die tydperk van drie maande van 'n lid of sy afhanklik(e) ontvang word, moet die Fonds afkort die opgawe van sodanige onopgesegte geld teruggestel en die vakkereenings wat moet poog om binne verdere drie maande die lede op te spoor of hul afhanklik(e) ...

(5) If a member has received a benefit to which he is not entitled under the provisions of this Chapter and the matter is not dealt with in the manner set out in clause 4 (4) of this Chapter, he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Committee deems it inequitable in any particular case to demand repayment of the whole amount of the benefit, it may, in its discretion, demand repayment of any lesser amount or relieve such member of the repayment of the whole amount.

(b) Save as provided for in Paragraphs (b) and (c) hereof no benefit or right to any benefit shall be capable of being ceded, transferred, assigned or otherwise made over, or pledged or hypothecated, nor shall any contribution made by a member or on his behalf be liable to be attached or be subject to any form of execution under a judgment or order of a court of law.

(b) If it is established that a member has ceased to be a member of the Society provided for in Chapter III, the Society has in error or contractually paid for any medical expenses incurred by such member and/or his dependants, the Management Committee shall have the right to deduct the amount/s from the member's own contributions and transfer the amount/s to the Society.

(c) On receipt of written proof from the trade union, which is a party to this Agreement that a member of the trade union is, in terms of the provisions of the trade union's constitution, indebted to the trade union for any outstanding subscriptions and/or fines, the Management Committee shall have the right to deduct such amount/s from the member's own contributions when payment of benefits is made in terms of clause 6 of this Chapter and to pay such amount/s to the trade union.

(7) Nothing contained in this Chapter shall in any way affect the right of any member or his dependant(s) to claim compensation or damages to workmen injured or dying from any accident arising out of and in the course of his employment, and the amount payable under this subclause shall not be reduced by reason of any payment that may be made as a result of such claim.

(b) If any benefit due and payable to dependants in terms of subclause (4), is not claimed within two years from the due date thereof, the Committee shall, after the expiry of the two year period, insert an advertisement, in both official languages, in not more than three successive issues of three daily newspapers circulating in the Republic of South Africa, advising that a schedule is available for scrutiny at the Offices of the Council by members or the dependants of such members who had left the Industry prior to and up to the due date of the unclaimed Provident Fund contributions reflected in the Schedule and calling upon such member or his dependant(s) to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement and to furnish full details of the grounds upon which such claims are made. The Committee shall, after the last date upon which claims may be submitted, consider such claims and may pay to a member or, if no claim is received from a member, to his dependant(s) who have submitted claims in the manner prescribed herein, such moneys not exceeding the full benefit due to the member, as it may deem fit; Provided that such payment shall be made to the dependants in the order or preference contained in the definition of "dependant" as defined in clause 3 of Chapter I.

(b) Should no claim have been received from a member or his dependants within the period of three months, the Fund shall supply the trade unions with copies of the schedule of such unclaimed moneys and the trade unions shall within a further period of three months try to trace the members or
6. INTEREST AND BONUSES

(1) As at 30 September of each year, the surplus (if any) shall be obtained by deducting the total of—

(a) the expenses of the administration of the Fund up to and including 30 September of that year;

(b) any interest credited to members who received benefits during that year; and

(c) such moneys as are referred to in subclause (4); from the sum of the following accruals during the previous year;

(i) Interest from investments;

(ii) benefits forfeited by members of the Fund upon leaving the industry before qualifying for full benefits;

(iii) any moneys referred to in clause 1 (2) (e) of this Chapter; and

(iv) any balance carried forward after the allocation of interest and bonuses.

(2) In the event of a surplus being obtained in the manner prescribed in subclause (1), each member shall be entitled to interest on the amount standing to his credit and the amount in the Fund standing to the credit of his employer shall be increased by a like amount of interest. The rate of such interest shall be determined by the Committee.

(3) (a) If, in the opinion of the Committee, a balance of sufficient proportions remains after deducting the total sum of interest credited in terms of subclause (2) from the surplus referred to in the said subclause, the amount standing to the credit of the member shall be increased by way of a bonus arrived at in the following manner:

The said balance shall be determined as a percentage of the total amount standing to the credit in the Fund of a member’s own contribution account as at 30 September. The percentage thus ascertained shall thereafter be multiplied by the total amount standing to the credit of the member’s own contribution account and the figure so obtained shall be his bonus.

(b) The Committee shall have the right to reduce the percentage referred to in paragraph (a) to the nearest convenient percentage and/or fraction thereof for purposes of calculation and to carry forward to the following year any balance left over after allocation of bonuses.

(c) For the purposes of this clause every member of the Fund shall receive interest and bonuses, in terms of subclauses (2) and (3), irrespective of whether the amount standing to his account has become due and payable, or is subject to an application for withdrawal, or is subject to any of the procedures prescribed for the invitation of claims or forfeiture.
(d) Na die toewysing van rente en bonusse ingeval onderkielde subklausule (2) en (3) en ingeval hierdie bystand verskuilkundig en betaalbaar word, en by betaalings van sodanige bystand vir die eersvolgende 30 September, is 'n lid gereig op rente vanaf 30 September, onmiddellik voor die datum van betaalings, tot sodanige datum van betaalings. Die rentekoers is dié wat die Komitee vasstel ooreenkomstig subklausule (2).

(4) Die Komitee moet lede se bystand wat verbood verklaar is weens geen fout van hul kant nie, as gevolg van foute in opgawes van werkgewers of personeenswaarmee deur die administrasie van die Fonds, herstel.

7. VERSTRYKING VAN OORENKOMS, ONTBINDING VAN DIE RAAD EN LIKWIDASIE

(1) Indien hierdie Ooreenkoms verstrekk weens verloop van tyd of beëindiging om enige ander reden of geen daaropvolgende Ooreenkom en binne 12 maande na die datum van verstryking van hierdie Ooreenkoms aangegaan word om die werkswapen van die Fonds voort te sit nie of indien die Fonds nie binne 12 maande na genoemde datum van verstryking deur die Raad oordra word na 'n ander Fonds wat vir dieselfde doel ingestel is nie, moet die Fonds gekliwde word deur die Komitee wat intussen vir die administrasie van de Fonds verantwoordelik is. Ingeval die Fonds ooreenkomstig hierdie subklausule oordra word—

(a) word die bystand wat op die datum van sodanige oordrag aan lede van die Fonds verskuilkundig, op generlei wyse as gevolg van die oordrag verminder nie; en

(b) word enige lid van die Fonds wat nie lid van die nuwe Fonds kan word nie, sy volle bystand betaal asof hy die Nwyverheid verlaat het.

(2) Ingeval die Raad ontbind word of ingeval hy op hou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkom ingeval artikel 34 (2) van die Wet bindend is, moet die Fonds steeeds gedemandeer word deur die Komitee of sodanige ander persone as wat die Registerator ingeval daardie subartikel aanwy. Enige vakature wat in die Komitee ontstaan, kan deur die Registerator uit werkgewers en werknamers in die Nwyverheid, na gelang van die geval, gevul word ten einde gelyke gevalle userid werkgewer- en werknervereenwoordigers in die Komitee te versekere. Ingeval die Komitee nie in staat is nie of onwil is om sy pligte na te kom of 'n dooie punt daarin ontstaat wat die administrasie van die Fonds, na die mening van die Registerator, onuitvoerbaar of onwenslik maak, kan hy 'n persoon aanstel wat enige tydperk nog twee persone moet koöper van wie een 'n lid van die Fonds of 'n besoëdige beaamte van en van die vakvereenigings is, en die ander een 'n lid van die werkwerkgewerorganisasie of 'n besoëdige beaamte daarvan is, en besame is hierdie persone die Trustees by wie al die bevoegdhede, regte en pligte van die Komitee berus. Ingeval daar geen Raad bestaan nie, moet die Fonds by verstryking van die Ooreenkoms deur die Komitee of die trustees, na gelang van die geval, gekliwde word.

(3) Enige vakature wat ontstaan in die raad van trustees saamgestel kragtens subklausule (2), moet gevul word op dieselfde wyse as dié wat in daardie subklausule bepaal word.

(4) Die trustees moet uit die Fonds die redelike gelde betaal word waaroor hulle en die Registerator ooreenkom.

(5) By likwiding van die Fonds ingevolge subklausule (1) of (2) moet die Komitee, likwadateur of die trustees, na gelang van die geval—

(a) onverwyd daartoe oor gaan om alle beleggings en bates van die Fonds in kontantfondse om te sit wat dan binne 30 dae as onmiddelik opeisbare kontant belê moet word;

(b) alle krediteure, administrasie- en likwidiasekoste uit die Fonds betaal;

(d) After the allocation of interest and bonuses in terms of subclauses (2) and (3), respectively, and in the event of these benefits becoming due and payable, and upon payment of such benefits before the next succeeding 30 September, a member shall be entitled to interest from 30 September, immediately prior to the date of payment, to such date of payment. The rate of interest shall be the rate determined by the Committee in terms of subclause (2).

(4) The Committee shall reinstate benefits of members which have been declared forfeited through no fault of their own by virtue of errors in returns of employers, or mistaken identity by the administration of the Fund.

7. EXPIRY OF AGREEMENT, DISSOLUTION OF COUNCIL AND LIQUIDATION

(1) In the event of the expiry of this Agreement by effusion of time or cessation for any other cause, and no subsequent Agreement being negotiated for the purpose of continuing the operation of the Fund or the Fund not being transferred by the Council to any other fund constituted for the same purpose within 12 months from the date of expiry of this Agreement, the Fund shall be liquidated by the Committee which in the meantime shall be responsible for the administration of the Fund. In the event of the Fund being transferred in terms of this subclause—

(a) the benefits due to members of the Fund as at the date of such transfer shall in no way be diminished by virtue of such transfer; and

(b) any member of the Fund who may be precluded from becoming a member of the new Fund, shall be paid out his full benefit as if he had retired from the Industry.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by the Committee or such other persons as the Registrar may designate in terms of that subsection. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a person who shall forthwith co-opt two more persons, one being a member of the Fund or a paid official of the trade union and the other being a member of the employers’ organisations or a paid official thereof, and these persons together shall be the trustees in whom all the powers, rights and duties of the Committee shall vest. In the event of there being no Council in existence, the Fund shall be liquidated upon the expiry of the Agreement by the Committee or the trustees, as the case may be.

(3) Any vacancy occurring on the board of trustees as constituted in subclause (2) shall be filled in the same manner provided for in that subclause.

(4) The trustees shall be paid from the Fund such reasonable fees as shall be agreed upon between themselves and the Registrar.

(5) Upon liquidation of the Fund in terms of subclause (1) or (2) of the Committee, liquidator or the trustees, as the case may be, shall—

(a) forthwith proceed to convert all investments and assets of the Fund into cash funds and invest such cash on call within 30 days;

(b) pay all creditors, administration and liquidation expenses from the Fund;
(c) na aftrekking van alle verskuilidige bedreef en uitgawes, die netto aanwas of tekort van die Fonds bepaal en dit toewys aan die lede se rekonings op die wyse voorgestreef in klusloue 6 van hierdie Hoofstuk;  
(d) na hierdie finale toewysing ooreenkomsstig paragraaf (c), die bedrae wat in die kredit van lede se rekonings staan, aan sodanige lede betaal asof hulle die Nywerheid by afrede verlaat het.

(8) Ondanks andersluidende bepaling in hierdie Hoofstuk, moet enige bystand verboor verwaarloos, waarop lege inregoel subklusloue (5) (d) geregist geword het maar wat hulle nie binne ses maande opgehe het na die datum waarop sada-
rigie bystand verskuilidig en betaalbaar geword het nie, en moet dit in die Siektebystandsgenoost Houer vir Transvaliese Meubel- en Beddegoedwerkers inbetaal word, en as die Genoostuk nie meer bestaan nie, dan in die Sterf- en Ongeskiktheidskiesm vir Transvaliese Meubel- en Bedde-
goedwerkers.

Met dien verstande dat die Bestuurskomitee of die Mediese Komitee, na gelang van die geval, egter die bevoegdheid het om, ingeval 'n eis binne 'n tydperk van drie jaar vanaf sada-
rigie datum ontvang word na sy uitsluitlike en absoluutgoed-
dunke aan die betrokke bevoordeelde betaal te doen uit die gelde wat aan die Genoostuk of die Skema verboor is.

(7) Ingelof sowel die Skema en die Genoostuk reeds gelikwiede is, moet die geld wat kragtens subklusloue (6) verboor is, in die algemene fondse van die Raad inbetaal word. Met dien verstande dat die Raad egter die bevoeg-
heid het om, ingeval 'n eis ontvang word binne 'n tydperk van drie jaar vanaf die datum waarop sodanige bystand versku-
dig geword het, soos in subklusloue (6) bepaal na sy uitsluit-
like en absoluutgoeddunke aan die betrokke bevoordeelde betalings te doen uit die geld wat aan die Raad se fondse verboor is.

(8) As die sake van die Raad reeds beredder en die salo-
ond van die Raad se fondse verdeel is, moet die geld wat krag-
tens subklusloue (6) hiervan verboor is, ingelof die Skema en die Genoostuk reeds gelikwiede is, verdeel word soos in artikel 34 (4) van die Wet bepaal asof dit deel van die alge-
memie fondse van die Raad uitmaak.

HOOFSTUK III
1. SIEKTEBYSTANDSGENOOSTUK VIR TRANS-
VAALESE MEUBEL- EN BEDDEGOEDWERKERS

(1) Die Siektebystandvereniging vir Transvaliese Meubel-
werkers, ingestel kragtens die Ooreenkomps gepubliseer by 
Goewermentskennisgewing 44 van 13 Januarie 1961; en 
die Siektebystandvereniging vir Transvaliese Beddegoed-
werkers, ingestel kragtens die Ooreenkomps gepubliseer by 
Goewermentskennisgewing 495 van 24 Maart 1961, saam-
gestel kragtens die Herbekragtingsooreenkomps gepubli-
sier by Goewermentskennisgewing R. 3043 van 4 Januarie 
1991 en nou genoem die Siektebystandsgenoost vir 
Transvaliese Meubel- en Beddegoedwerkers, word hierby 
voorgest.

(2) Die geld van die Genoostuk bestaan uit—
(a) geld wat in die kredit van die Genoostuk staan op die 
datum waarop hierdie Ooreenkomps van krag word;  
(b) die ledegeld wat kragtens klusloue 4 (5) van Hoofstuk II 
aan die Genoostuk oorgedaan word;  
(c) rente verkyk uit die belegging van geld van die Genoot-
skap; en  
(d) enige ander geld waarop die Genoostuk geregist geword 
was of wat aan die Genoostuk geskenk word.

2. DOELSTELLINGS

(1) Die doel van die Genoostuk is om fondse in te samel 
-en in stand te hou deur middel van ledegeg, bydraes en 
skynings om ingevoel hierdie Hoofstuk van hierdie Oor-
eenkomps en die reguliere lede en, behoudens klusloue 5 
(c) after deduction of all amounts owing to expenses, determine and allocate the net improvement or shortfall of the Fund to the members' accounts in the manner prescribed in clause 6 of this Chapter;  
(d) after this final allocation in terms of paragraph (c) pay the amounts standing to the credit of members accounts to such members as though they had left the Industry upon retirement.

(6) Notwithstanding anything to the contrary contained in this Chapter, should any benefits to which members have become entitled in terms of subclause (5) (d) not be claimed within six months from the date upon which such benefits became due and payable, then the benefits shall be forfeited and be paid into the Transvaal Furniture and Bedding Workers' Sick Benefit Society, and if the Society is no longer in existence then into the Transvaal Furniture and Bedding Workers' Death and Disability Scheme:

Provided that the Management Committee or the Medical Committee, as the case may be, shall however in the event of a claim being received within a period of three years from such date, be entitled in its entire and absolute discretion, to make payments to the beneficiaries concerned out of the moneys which have been forfeited to the Society or the Scheme.

(7) In the event of the Scheme and the Society both already having been liquidated then moneys forfeited in terms of subclause (6) shall be paid into the general funds of the Council. Provided that the Council shall, however, in the event of a claim being received within a period of three years from the date upon which such benefits became due, as specified in subclause (6), be entitled in its entire and absolute discretion, to make payments to the beneficiaries concerned out of the moneys which have been forfeited to the funds of the Council.

(8) If the affairs of the Council have already been wound up and the balance of the Council's funds distributed, then the moneys forfeited in terms of subclause (6) shall, in the event of the Scheme and the Society already having been liquidated, be distributed as provided for in terms of section 34 (4) of the Act as if it formed part of the general funds of the Council.

CHAPTER III
1. TRANSVAAL FURNITURE AND BEDDING WORKERS' 
SICK BENEFIT SOCIETY


(2) The moneys of the Society shall consist of—
(a) moneys standing to the credit of the Society as at the 
date of coming into operation of this Agreement;  
(b) the subscriptions diverted to the Society in terms of clause 4 (5) of Chapter II;  
(c) interest derived from the investment of any moneys of the 
Society; and  
(d) any other moneys to which the Society may become 
entitled or which may be donated to the Society.

2. OBJECTS

(1) The objects of the Society shall be to raise and maintain funds by subscriptions, contributions and donations for the purpose of providing, in accordance with the provisions of 
this Chapter of this Agreement and the regulations, members
van hierdie Hoofstuk, hul afhanklikes, te voorsien van mediese, chirurgiese, tandheelkundige en oftalmiese ondersoek en behandeling, medisyne, verbande, genees, behandeling in hospitale of verpleegnigtings wanneer vry bedden in 'n hospitaal, ooreenkomstig die betrokke provinsiale ordonansie, onverkrygbaar is en laaggenoemde geval dringend is; om ieds te voorsien van siektebesondiging en sodanige ander bystand en hulp as wat van tyd tot tyd daur die Mediese Komitee bepaal word en om stappe te doen vir die voorkomming van siekte en die verbetering en bevordering van die gesondheid van lede en hul afhanklikes.

(2) In verband met die verwesenliking van bogenoemde doelstelling kan die Genootskap—

(a) kontrakte aangaan met sodanige dokters, verpleegters, aptekers en ander persone as wat hy wenlik ag, asook huile retineer of in diens neem;

(b) enige hospitaal, verpleegnigting, herstellingsoord of 'n dergelike inrigting of enige spreekkamer of aptek instel en/of dryf;

(c) kontrakte aangaan met enige hospitaal, verpleegnigting, herstellingsoord of 'n dergelike inrigting vir die versorging van lede en hul afhanklikes;

(d) kontrakte aangaan met enige oogkundige, tandarts, farmaceut of enige ander persoon vir die verskaffing van dienste, oogkundige benodigdhede, medisyne, kunsgeweste, verband en drogerye;

(e) roerende en, behoudens die goedkeuring van die Registrateur, vaste eiendom verkry en/of geboue oprig en/of in stand hou;

(f) amalgameer of verenig met of wederkerig saamwerk met enige ander organisasie of liggaam wie se doelstellingen geheel en al of gedeeltelik soortgelyk is aan dié van die Genootskap.

(3) Verder kan die Genootskap al sodanige ander dinge doen as wat voorvloei uit of bevorderlik is vir die verwesenliking van enige doelstelling, of wat voorvloei uit enige van die bevoegdhede of funksies in hierdie Hoofstuk gemeld.

3. LIDMAATSKAP

(1) (a) Lidmaatskap van die Genootskap word voortgesit en is verplichtend—

(i) slegs vir lede van die Fonds voortgesit kragtens Hoofstuk II van hierdie Ooreenkoms wat lede van die vakverenigings is en in diens is by lede van die werkgewersorganisasie; en

(ii) vir leerlinge en vakleerlinge.

(b) Ondanks paragraaf (a) staan lidmaatskap verder, na goedkeuring van die Mediese Komitee, cop vir enige ander persoon wat in die Nywerheid werkzaam is, uitgesonderd los werknemers, wat aansoek doen om lede te word op sodanige voorwaardes rakende bydrae van die Genootskap en andersins, as wat die Mediese Komitee van tyd tot tyd voorskrif.

(2) Lidmaatskap van die Genootskap eindig sodra 'n lid die Nywerheid verlaat, ongeag enige legedeg wat reeds betaal is.

(3) Lede wat na 20 jaar diens in die Nywerheid tree weens hoe ouderdom of liggaamlike ongeskiktheid, of wydwees van oorelde lede, kan toegelaat word om steeds deel te hê aan die bystand wat die Genootskap bied, op sodanige voorwaardes rakende bydrae aan die Genootskap en andersins as wat die Mediese Komitee van tyd tot tyd voorskrif.

(4) Hierdie klausule is nie van toepassing op persone wat in die Nywerheid werkzaam is en wat afhanklikes van lede van hierdie of enige ander mediese skema is nie.

and, subject to clause 5 of this Chapter, their dependant(s) with medical, surgical, dental, and ophthalmic attendance and treatment, medicines, dressing, comforts, hospital or nursing home treatment when free beds in a hospital, in terms of the relevant Provincial Ordinance, are unobtainable and the latter case is one of urgency; to provide sick pay for members and such other benefits and assistance as may from time to time be determined by the Medical Committee and to take measures for the prevention of sickness and for the improvement and promotion of health amongst members and their dependants.

(2) In connection with the attainment of the afore-mentioned objects the Society may—

(a) contract with, retain or employ such doctors, nurses, dispensers and other persons as it may consider desirable;

(b) establish and/or conduct any hospital, nursing home, convalescent home or the like, or any surgery or dispensary;

(c) contract with any hospital, nursing home, convalescent home or the like for the care of members and their dependants;

(d) contract with any optician, dentist, pharmacist or any other person for the supply of services, optical requirements, medicines, dentures, dressings and drugs;

(e) acquire movable and subject to the approval of the Registrar acquire immovable property and/or erect and/or maintain buildings;

(f) amalgamate or incorporate with or work in reciprocity with any other organisation or body having objects similar or in whole or in part to those of the Society.

(3) The Society may further do all other such things as incidental or conductive to the attainment of any object not incidental to any of the powers or functions in this Chapter.

3. MEMBERSHIP

(1) (a) Membership of the Society shall be continued and compulsory for—

(i) only members of the Fund continued in terms of Chapter II of this Agreement who are members of the trade union and who are employed by members of the employers' organisation; and

(ii) learners and apprentices.

(b) Notwithstanding the provisions of paragraph (a), membership shall further, at the discretion of the Medical Committee, be open to any other person engaged in the industry, other than casual employees, who apply to become members, on such terms and conditions as to contributions to the Society and otherwise as the Medical Committee may from time to time prescribe.

(2) Membership of the Society shall terminate immediately a member leaves the Industry, notwithstanding any subscriptions which may have been paid.

(3) Members, who after 20 years of service, retire from the Industry owing to old age or physical inability as substantiated by a medical certificate, or widows of deceased members may be permitted to continue to participate in the benefits of the Society, on such terms and conditions as to contributions to the Society and otherwise as the Members Committee may from time to time prescribe.

(4) The provisions of this clause shall not apply to persons who are engaged in the Industry and who are dependants of members of this or any other medical scheme.
4. LEDE SE KLAGTES

(1) Enige klag teen die Mediese Komitee of enige beampte of dienaar daarvan moet skriftlik gereg word aan die Raad wat die bewoogheid het om 'n ordeorde te vei en wie se be-ssissing finaal is.

(2) Klagtes teen mediese personeel moet by die Mediese Komitee ingediend word, wat op sy beurt genoemde klagtes moet verwys na 'n komitee aangestel om sodanige klagtes te ondersoek en wat bestaan uit persone uit eiegenomene Komitee se geleëte aangestel, tesse met die Hoof Mediese Beampte. Die komitee van ondersoek moet daarna sy bevindinge aan die Mediese Komitee voorle.

5. TOELATING VAN AFHANKLIKES

Ondergemelde persone moet op die voorwaardes hieronder uiteengesit as afhanklikes van 'n lid toegelaat word:

(a) 'n Lid se vrou, en 'n lid se kinders onder die ouderom van 18 jaar (met inbegrip van wettige aangeneem en stiefkinders), behoudens sodanige bewys as wat die Mediese Komitee vereis aangaaende die vraag of hulle geheel en al van sodanige lid afhanklik is;

(b) enige ander persoon wat na goeddunken van die Mediese Komitee geheel en al van 'n lid afhanklik is:

Met dien verstande dat 'n persoon in (a) en (b) hierbo bedoel —

(i) nie toegelaat word as 'n afhanklike van 'n lid nie, tenys sodanige persoon medies gekeur is tot tevredenheid van die Mediese Komitee;

(ii) wat ouderdoms- of enige ander pensioen van hoge doel die bedrag pensioen betaalbaar van tyd tot tyd deur die staat ontvang, en kinders onder die ouderdom van 18 jaar wat 'n inkomste van hoge doel die bedrag pensioen betaalbaar van tyd tot tyd deur die staat ontvang het, na goeddunken van die Mediese Komitee, as geheel en al afhanklik geag word;

(iii) gewoonlik by die betrokke lid inwoon: Met dien verstande dat die Mediese Komitee in spesiale gevalle, op sodanige voorwaardes as wat hy van tyd tot tyd bepaal, pers-sone wat nie aansienlik het nie as afhanklikes kan toelaat.

6. LIDMAATSKAPKAARTE

(1) Aan elke lid moet 'n kaart uitgereik word as bewys van lidmaatskap. Op versoek moet hierdie kaart getoond word aan enige persoon wat aan 'n lid of afhanklike ooreenkomstig hierdie Hoofstuk dienstee lêer waarvoor die Genootskap geheel en al of gedeeltelik aansprekklik is.

(2) Lede moet die Sekretaris van die Genootskap binne 30 deie in kennis stel van —

(a) enige verandering in die huwelikstaat van 'n lid;

(b) die geboorte van 'n kind aan 'n lid se vrou of die wettige aanneming van 'n kind deur die lid;

(c) die dood, die bereiking van die ouderdom van 18 jaar, en die huwelik van 'n afhanklike;

(d) die feit dat 'n afhanklike 'n pensioen van meer as die wat van tyd tot tyd deur die Staat betaal word begin ontvang, en kinders onder die ouderdom van 18 jaar wat 'n inkomste van meer as R50 per maand begin ontvang;

(e) verandering van adres; en

(f) verandering van paneelondokter.

(3) In die geval van (a) of (b) van subklusule (2), moet die huwelik- of geboorteertekenaak en/of bewys van wettige aanneming ingediend word.

(4) Lidmaatskapkaarte moet in die eerste insentie gratis uitgereik word maar as 'n kaart verkere raak, moet R5 deur die betrokke lid aan die Genootskap vir die vervanging van die kaart betaal word.

4. MEMBERS' COMPLAINTS

(1) Any complaint against the Medical Committee or any official or servant thereof shall be made, in writing, to the Council who shall have power to adjudicate, and whose ruling shall be final.

(2) Complaints against medical personnel shall be lodged with the Medical committee, which in turn shall refer the said complaints to a Committee appointed to investigate such complaints, consisting of persons appointed from the members of the first named committee together with the Chief Medical Officer. The investigating committee shall thereafter report its findings to the Medical Committee.

5. ADMISSION OF DEPENDENTS

The following persons shall, on the conditions set out hereunder, be admitted as dependants of a member:

(a) A member's wife, and a member's children under the age of 18 years (including legally adopted and foster children) subject to such proof as the Medical Committee may require of their being wholly dependent on such member;

(b) any other person who at the discretion of the Medical Committee is wholly dependent on a member:

Provided that a person referred to in (a) and (b) above —

(i) shall not be admitted as a dependent of any member unless such person has passed a medical examination to the satisfaction of the Medical Committee;

(ii) who is in receipt of old age or any pension not exceeding the amount of pension payable by the State from time to time, and children under the age of 18 years who are in receipt of an income not exceeding the amount of pension payable by the State from time to time may, at the discretion of the Medical Committee, be considered as wholly dependent;

(iii) shall normally reside with the member concerned: Provided that in special cases the Medical Committee may, on such conditions as it may lay down from time to time, admit as dependents persons not so resident.

6. MEMBERSHIP CARDS

(1) A card shall be issued to every member as evidence of membership. This card must be produced, upon request to any person rendering services to a member or dependant in terms of the provisions of this Chapter and for which the Society may be liable in whole or in part.

(2) Members shall advise the Secretary of the Society within 30 days of —

(a) any change in the marital status of a member;

(b) the birth of a child to a member's wife or the legal adoption of a child by a member;

(c) the death, the attainment of 18 years of age, or the marriage of a dependant;

(d) a dependant becoming the recipient of a pension exceeding the amount of pension payable by the State from time to time and children under the age of 18 years who become recipients of an income exceeding R50 per month;

(e) a change of address;

(f) a change of panel doctor;

(3) In the case of (a) or (b) of subclause (2), the marriage or birth certificate and/or evidence of legal adoption must be produced.

(4) Membership cards shall be issued free in the first instance but if a card is lost, a fee of R5 shall be paid to the Society by the member concerned for its replacement.
(5) 'n Nuwe uitreiking van lidmaatskapkaarte kan van tyd tot tyd na goeddruke van die Komiteeg gedoen word.

(6) Lidmaatskapkaarte bly te alle tye die eiendom van die Genootskap en moet by bekendiging van lidmaatskap aan die Genootskap teruggebors word.

(7) Die Genootskap moet die lid se paneeldokter in kennis stel van enige verandering in die lid se besonderhede wat kragtens subklausule 2 aan die Genootskap verstreke is.

7. LEDEGELEG
(1) Ledegeleg deur verpligte lede betaal, moet kragtens klausule 4 (5) van die Hoofstuk II aan die Genootskap oorge- dra word uit die bydraes in klausule 4 (1) (a) van Hoofstuk II van hierdie Ooreenkomms bepaal, en wel as soos volg:

Lede, leerlinge en vaklike persone wat op die datum van inwerkingtreding van hierdie Ooreenkomms lede van die Fonds is R10,28 per week, syde R5,14 van die lede se bydraes en R5,14 van die werkgewer se bydraes, plus 'n bedrag volgens die volgende formule:

<table>
<thead>
<tr>
<th>WEEKLIKE BYDRAE</th>
<th>Slags Lid</th>
<th>Lid plus een afhanklike</th>
<th>Lid plus twee afhanklikes</th>
<th>Lid plus drie afhanklikes</th>
<th>Lid plus vier of meer afhanklikes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Werknemer se bydrae...</td>
<td>R0,60</td>
<td>R3,30</td>
<td>R 5,80</td>
<td>R 8,30</td>
<td>R10,80</td>
</tr>
<tr>
<td>Werkgewer se bydrae...</td>
<td>R0,60</td>
<td>R3,30</td>
<td>R 5,80</td>
<td>R 8,30</td>
<td>R10,80</td>
</tr>
<tr>
<td>Totaal bydrae...</td>
<td>R1,60</td>
<td>R6,60</td>
<td>R11,60</td>
<td>R16,60</td>
<td>R21,60</td>
</tr>
</tbody>
</table>

Die bydraes bedoel in die bogenoemde formule moet aan die Raad oorbetal word en wanneer die werkgewer sodo- nige bedrag betaal, moet hy 'n staat verstreke in die vorm wat die Bestuurskomitee van tyd tot tyd voorskrif.

(2) Ledegeleg van ander lede as verpligte lede moet van tyd tot tyd deur die Mediese Komitee bepaal word en is maandel- lys voortoebetaal aan die Sekretaris van die Genoot- skap.

8. BYSTAND
(1) Ondanks andersluiende bepalings hierin, word lede en hul afhanklikes nie gereg op enige bystand waarvoor in hierdie klausule voorsiening gemaak word nie, tensy sodo- nige lede minstens 13 weke lank bydraes aan die Genootskap betaal het.

(2) Van alle lede en afhanklikes wat woongeldig is binne enige gebied waarin 'n dokter deur die Mediese Komitee aangestel is, word vereis om gebruik te maak van diens van sodanige dokter, en van alle lede en afhanklikes word ook vereis om gebruik te maak van die diense van aptekers met wie die Mediese Komitee 'n kontrakt aangegaan het vir die opmaak van voorskrifte.

(3) Die Mediese Komitee het die bevoegdheid om te ver- klaar dat die behandeling van enige chroniese sekte waar- aan 'n lid of afhanklike ly na behandeling van 26 weke nie langer die aanspreeklikheid van die Genootskap is nie en om bystand op te skort ten opsigte van werklike lede wat vir 'n tydperk van vier weke nie bydraes aan die Genootskap betaal het nie.

(4) Behoudens paragraaf (n) hieronder is 'n lid en sy afhanklikes op die volgende bystand gereg: (a) Mediese behandeling (algesonderd bevallings van kom- plikasies wat daaruit voortstroom);

(5) A new issue of membership cards may be made from time to time at the discretion of the Committee.

(6) Membership cards remain the property of the Society at all times and must be surrendered to the Society on termina- tion of membership.

(7) The Society shall advise the member's panel doctor of any change in the member's particulars supplied to the Society in terms of subclause (2).

7. SUBSCRIPTIONS
(1) Subscriptions by compulsory members shall be divid- ed in terms of clause 4 (5) of Chapter II to the Society from the contributions provided for in clause 4 (1) (a) of Chapter II as follows:

Members, learners and apprentices who are members of the Fund as at the date upon which this Agreement comes into operation R10,28 per week, made up of R5,14 from the contributions of the member and R5,14 from the contributions of the employer, plus an amount as per the following formula:

<table>
<thead>
<tr>
<th>WEEKLY CONTRIBUTIONS</th>
<th>Member only</th>
<th>Member plus one dependant</th>
<th>Member plus two dependants</th>
<th>Member plus three dependants</th>
<th>Member plus four dependants or more</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee contributi-</td>
<td>R1,80</td>
<td>R3,30</td>
<td>R 5,80</td>
<td>R 8,30</td>
<td>R10,80</td>
</tr>
<tr>
<td>Employer contributi-</td>
<td>R0,80</td>
<td>R3,30</td>
<td>R 5,80</td>
<td>R 8,30</td>
<td>R10,20</td>
</tr>
<tr>
<td>Total contribution...</td>
<td>R1,60</td>
<td>R6,60</td>
<td>R11,60</td>
<td>R16,60</td>
<td>R21,60</td>
</tr>
</tbody>
</table>

The contributions referred to in the above-mentioned for- mula shall be paid to the Council, and when such payment is made, the employer shall furnish a statement in the form specified by the Management Committee from time to time.

(2) Subscriptions other than compulsory members shall be determined from time to time by the Medical Commit- tee and shall be payable monthly in advance to the Secretary of the Society.

8. BENEFITS
(1) Notwithstanding anything herein contained, members and their dependants shall not become entitled to any of the benefits provided for in this clause unless such members have contributed not less than 13 weeks contribution to the Society.

(2) All members and dependants who are resident within any area in which a doctor has been appointed by the Medi- cal Committee shall be required to utilise the services of such doctor, and all members and dependants shall also be required to utilise the services of chemists with whom the Medical Committee has contracted for the dispensing of prescriptions.

(3) The Medical Committee shall have the power to declare the treatment of any chronic ailment from which a member or dependant is suffering to be no longer a liability of the Society after a period of 26 weeks of treatment and to suspend bene- fits in respect of unemployed members who have not contrib- uted to the Society for a period of four weeks.

(4) Members and their dependants shall, subject to the provisions of paragraph (n) hereunder, be entitled to the fol- lowing benefits:

(a) Medical attendance (excluding confines or compli- cations arising therefrom);
(b) specialsdiensle (uitgesonderd verloskundige dienste), met die toestemming van die Hoof-medische Beampte van die Genootskap of sy plaasvervanger;

(c) operasies (as dit uitgevoer word deur die Genootskap se chirurges of met hul toestemming), maar uitgesonderd operasies gemeld in klousule 10 van hierdie Deel van die Ooreenkomst;

(d) mediese verbande en sodanige medisyne en/of droge-

nye waaroor die Mediese Komitee besluit: Met dien verstande dat die lid 15 persent van die totale koste van sodanige medi-

syne en drogerye van R5, naamlik die grootste bedrag, be-

taal;

(e) coördineerde dienste, uitgesonderd dié in paragraaf (i) bepaal, soos die Mediese Komitee besluit;

(f) na die uitsluitlike goedgekende van die Mediese Komitee, 'n ex gratia-bydrae tot mediese koste—

(i) terwyli hulle in enige provinsie van die Republiek van Suid-Afrika reis, of

(ii) terwyli hulle tydelik woon in 'n ander gebied as die ge-

bied waarin hulle gewoonlik woonagtig is;

(g) akkommodasie in 'n hospitaal of verpleegkliniek (wanneer dit 'n dringende geval is en vry beddies in 'n hospitaal onverkrygbaar is);

(h) sodanige ander dienste as wat om tyd tot tyd deur die Mediese Komitee ingestel word;

(i) sektelsbesoldiging in die geval van 'n lid slegs kragtens klousule 9 van hierdie Hoofstuk;

(j) koste van brille, behoudens 'n maksimum van R200 een maal elke twee jaar ten opsigte van die lense en R50 ten opsigte van die eerste raam, maar slegs indien die lid min-

stens een jaar tot die Sektetydstandsgenootskap bygedra het;

(k) koste van kunsgebite, behoudens 'n maksimum van R400 een maal elke vyf jaar, maar slegs indien die lid min-

stens een jaar tot die Sektetydstandsgenootskap bygedra het;

(l) koste van tandheelkundige ondersoek, behandeling en chirurgie, behoudens 'n maksimum van R200 per jaar, maar slegs indien die lid minstens een jaar tot die Sektetydstands-

genootskap bygedra het;

(m) Speciale Bystand: Ondanks hierdie klousule, kan die Bestuurskomitee in verdienstelike gevalle na goedgekunde ex gratia-betalings tot 'n maksimum van R200 per lid per jaar aan lede maak op die voorwaarde wat hy bepaal;  

(n) Die maksimum jaarlikse bystand ten opsigte van afhandelings wat nie geneeskundig deur die betrokkie lid inwon nie en wat behoudens klousules 5 (b) (iii) as afhandikeliks toega-

laat word, moet van tyd tot tyd deur die Mediese Komitee bepaal word;

(o) fisioterapie (na-operatief), ortopediese benodigde, suurstof, spraaktherapie en chirurgiese toestelle onderworpe aan 'n maksimum van R200 per jaar;

(p) 'n kraamvoordeel tot 'n maksimum van R200 per jaar, onderworpe aan die voorlegging van gesertificeerde rekgens-

ings en 'n geregistrerte gedoctoreenentkant, op voorwaarde dat die lid bygedra het tot die Sektetydstandsgenootskap vir minstens 52 agtereenvolgende weke;

(q) koste van 'n gehooroetstel, onderworpe aan 'n maks-

imum van R750 een maal in vyf jaar, op voorwaarde dat die lid bygedra het tot die Sektetydstandsgenootskap vir mini-

stens 260 agtereenvolgende weke.

(5) Die aansprakelijkheid van die Sektetydstands-

genootskap vir enige koste vir enige mediese dienste en/of behandeling en/of procedures en/of ondersoekte en/of hospit-

alsatie is beperk tot die skaal van voordele soos voorge-

skryf kragtens die Wet op Mediese Skemas, Wet 27 van 1967, soos gewysig van tyd tot tyd, of die skaal van voordele en/of eenheidstiewe soos aanbeveel deur die Verteenwoordigende Vereniging van Mediese Skemas.

(b) specialists’ services (excluding obstetrics), with the consent of the Chief Medical Officer of the Society, or his deputy;

(c) operations (if performed by the Society’s surgeons or with their approval), but excluding operations referred to in clause 10 of this Part of the Agreement;

(d) medical dressings and such medicines and/or drugs as may be decided up by the Medical Committee: Provided that the member shall pay 15 per centum of the cost of such medicines and drugs or R5, whichever amount is the greater;

(e) optical services other than those provided for in para-

graph (g), as may be decided by the Medical Committee;

(f) at the entire discretion of the Medical Committee, to an ex gratia contribution towards medical expenses—

(i) whilst journeying in any province of the Republic of South Africa, or

(ii) whilst temporarily resident in an area other than the area where he is usually resident;

(g) hospital and nursing home accommodation (when the case is one of urgency and free beds in a hospital are unob-

tainable);

(h) such other services as may from time to time be intro-

duced by the Medical Committee;

(i) sick pay in the case of a member only in terms of clause 9 of this Chapter;

(j) cost of spectacles, subject to a maximum of R200 once every two years for the lenses and R50 for the first frame only, provided the member has contributed to the Sick Benefit Society for at least one year;

(k) cost of dentures, subject to a maximum of R400 once every five years, provided the member has contributed to the Sick Benefit Society for at least one year;

(l) cost of dental examination, treatment and surgery, sub-

ject to a maximum of R200 per annum, provided a member has contributed to the Sick Benefit Society for at least one year;

(m) Special Benefits: Notwithstanding anything contained in this clause, the Management Committee may at its discre-

tion make ex gratia payments to members on such terms and conditions as it may determine, in deserving cases, up to a maximum of R200 per member per year;

(n) the maximum annual benefits in respect of dependants who do not normally reside with the member and who have been admitted as dependants in terms of clause 5 (b) (iii), shall be determined by the Medical Committee from time to time;

(o) physiotherapy (post-operative), orthopaedic supplies, oxygen, speech therapy and surgical appliances, subject to a maximum of R200 per annum;

(p) a maternity benefit up to a maximum of R200 per annum, subject to the production of certified accounts and a registered birth certificate, provided a member has contri-

buted to the Sick Benefit Society for at least 52 consecutive weeks;

(q) cost of a hearing aid, subject to a maximum of R750 once in five years, provided the member has contributed to the Sick Benefit Society for at least 260 consecutive weeks.

(5) The liability of the Sick Benefit Society for any costs for any medical services and/or treatments and/or procedures and/or investigation and/or hospitalisation shall be limited to the scale of benefits as prescribed in terms of the Medical Schemes Act, Act 27 of 1967, as amended from time to time; or the scale of benefits and/or unit tariffs recommended by the Representative Association of Medical Schemes.
9. SIEKTEBESOLDIGING

(1) 'n Lid ten opsigte van wie bydraes deur die Genootskap ontvang word en wat weens siekte verplig is om van die werk weg te bly, is, behoudens klusules 3 en 5 van die regulasies, geneig op siektebesoldiging gedurende enige 12 kalendermaande soos in onderstaande tabel uitgewys, gedurende die eerste vyf gewone werkdae van sodanige afwesigheid: Met dien verstande dat 'n mediese sertifikaat vir die eerste vyf dae van afwesigheid deur selfseldie mediese praktisyn uitgereik word:

<table>
<thead>
<tr>
<th>Tydperk van siekte</th>
<th>Siektebesoldiging</th>
</tr>
</thead>
<tbody>
<tr>
<td>Een dag</td>
<td>Nul</td>
</tr>
<tr>
<td>Twee dae</td>
<td>Nul</td>
</tr>
<tr>
<td>Drie dae</td>
<td>R10,00</td>
</tr>
<tr>
<td>Vier dae</td>
<td>R20,00</td>
</tr>
<tr>
<td>Vier dae</td>
<td>R50,00</td>
</tr>
<tr>
<td>Daarna</td>
<td>R10,00 per dag to 'n maksimum van 40 dae per jaar</td>
</tr>
</tbody>
</table>

As 'n lid sy tydperk van afwesigheid weens siekte langer as vyf werkdae duur, moet hy siektebesoldiging betaal word vir elke werkdag van afwesigheid weens siekte, van hoogstens 'n verdere 36 werkdae teen die dagterfely van R10,00.

Lede kwalifiseer nie vir siektebesoldiging wanneer hulle ongeskik vir werk is as gevolg van 'n besering op diens, 'n motorongeluk of enige ander uitgesluite voordeel soos in klusule 10 hierna gelys.

Vir die berekening van siektebesoldiging word Saterdae en Sondae en openbare vakansiedae met besoldiging nie as werkdae geag nie.

Siektebesoldiging is aan 'n lid betaalbaar slegs by voorlegging aan die Genootskap van 'n ingevoerde amptelike doktersertifikaat insluitend siektebesoldiging en eiwerk.

(2) Ondanks subklusule (1) kan die Bestuurskomitee in verdienstelike gevalle na goeddunken ex gratia betaalings vir siektebesoldiging vir 'n verdere tydperk van 40 dae aan lede maak op die voorwaardes wat hy bepaal.

10. BEPERKING VAN BYSTAND

(1) Sonder benadering van klusules 8 en 9 van hierdie Hoofstuk is dienste wat deur lede en hul afhanklikes verees word in verband met enige van die volgende nie 'n aanspreekvorm van die Genootskap nie:

(a) Enige siekte wat voortspuit uit wsnodelike gedrag, waangedrag, somaatjie gebruik van alkohol of sterk drank, of misbruik van droge of iets dergelyks;

(b) voortdurend van siekte in gevalle waar 'n lid of afhanklike weier om enige redelike opdrag of aanbeveling van sy mediese dokter na te kom;

(c) enige toevalige of opsetlike besering wat na die mening van die Mediese Komitee nie die Genootskap ten laste behoort te kom nie, of enige toevalige of opsetlike besering waarvoor 'n derde party aanspreeklik is vir die betaal van vergoeding en dit wel betaal, of wat deur vorsersg dek is, tot die bedrag van sodanige vergoeding of dekking, na gelang van die geval;

(d) beserings of gevolg van aanranding of motorongelukke waar 'n gesertifiseerde polisieverslag nie aan die Genootskap voorgelê word nie;

(e) beserings of beroepsziektes wat 'n lid opdoen terwyl hy op diens is, vir sover 'n werkgewer voorsiening vir behandeling maak;

(f) siekte tydens militêre diens of waarvoor die militêre oorwee verantwoordelikhed aanvaar het;

(g) operasies uit eie keuse;

9. SICK PAY

(1) A member in respect of whom contributions are received by the Society and who through illness is compelled to absend himself from work shall, subject to clauses 3 and 5 of the regulations, be entitled to sick pay during any 12 calendar months as laid down in the following table during the first five ordinary working days of such absence: Provided that a medical certificate for the first five days of absence shall be issued by the same medical practitioner:

<table>
<thead>
<tr>
<th>Period of illness</th>
<th>Sick pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>One day</td>
<td>Nil</td>
</tr>
<tr>
<td>Two days</td>
<td>Nil</td>
</tr>
<tr>
<td>Three days</td>
<td>R10,00</td>
</tr>
<tr>
<td>Four days</td>
<td>R20,00</td>
</tr>
<tr>
<td>Five days</td>
<td>R50,00</td>
</tr>
<tr>
<td>Thereafter</td>
<td>R10,00 per day to a maximum of 40 days per annum</td>
</tr>
</tbody>
</table>

Should a member's period of absence through sickness exceed five working days, he shall be paid sick pay for each working day of absence through sickness not exceeding a further 35 working days at the daily rate of R10,00.

Members shall not qualify for sick pay when unfit for work due to an injury on duty, motor vehicle accident or any other excluded benefit contained in clause 10.

Saturday and Sunday and public holidays shall not be considered purposes of sick pay calculations not be considered to be working days.

Sick pay shall only be payable to a member upon presentation to the Society of a completed official sick pay medical certificate and claim form.

(2) Notwithstanding the provisions of subclause (1), the Management Committee may at its discretion make ex gratia sick pay payments to members on such terms and conditions as it may determine, in deserving cases, for a further period of forty days.

10. LIMITATION OF BENEFITS

(1) Without prejudice to the provisions of clauses 8 and 9 of this Chapter, services required by members and their dependants in connection with any of the following shall not be a liability of the Society:

(a) Any sickness arising out of disorderly behaviour, misconduct, indulgence in alcohol or intoxicating liquor, or the misuse of drugs or the like;

(b) continuation of sickness in cases where a member or dependant refuses to observe any reasonable instruction or recommendation of his medical attendant;

(c) any accidental or willful injury which, in the opinion of the Medical Committee, should not be a charge upon the Society or any accidental or willful injury for which a third party is liable to pay, and does pay, compensation or which is covered by insurance, to the extent of such compensation or cover, as the case may be;

(d) injuries arising from assaults or motor accidents where a certified police report is not submitted to the Society;

(e) injuries received or occupational diseases contracted by a member whilst on duty, to the extent to which an employer provides for treatment;

(f) sickness whilst on military service or for which the military authorities have accepted responsibility;

(g) operations of choice;
(h) die verskaffing van potentieel syne en/of enge ander medische en/of antibiotika en/of nasorgdienste en/of voorkomende behandeling soos deur die Mediese Komitee bepaal word;
(l) spesiale behandelingsoorten, wat deur ander persone as 'n geregisteerde medisie praktyk aanbeveel word;
(j) kraam- en/of verloskundige gevalle en/of sekwee;
(k) geesteszieke en/of psychiatriese behandeling;
(l) geslagssieke en/of enge seksueel oor draagbare sekte;
(m) operasies en/of procedures en/of orgaanopplantings en/of ondersoek wat na die mening van die Mediese Komitee onredelike onkoste vir die Genootskap sal betekens;
(n) rekenings wat meer as vier maande nadat die datum waarop die aansprakelikheid aangegaan is, vir betaling voor-gelê word.

(o) enige sekte of ongesteldheid waaraan, na die mening van die Mediese Komitee, na oortreking met die Hoof Medies Beaumelle, 'n lid en/of sy afhanklikes tydens die datum van die begeente van die Genootskap sal betekens.

(2) As die bedrag in die krediet van die Genootskap benede een derde van die vorige jaar se jaarlike uitgawes aan blystand aan lede, of R10 000, danaf, naamlik die grootste bedrag, word betalings kragtens klousule 8 van hierdie Hoofstuk gestaak en word dit nie hervat nie voordat die bedrag in die krediet van die Genootskap groter is as die waarde van die eise ter hand, plus R10 000, of een derde van die vorige jaar se jaarlike uitgawes aan blystand, naamlik die grootste bedrag.

11. MEDIESE BEHANDELING

Die Mediese Komitee kan te eniger tyd vereis dat 'n lid of enigene van sy afhanklikes 'n medisie ondervrag ondergaan op koste van die Genootskap deur enige dokter wat die Komitee benoem.

12. BESTUUR

(1) Die administrasie en beheer van die Genootskap berus by die Mediese Komitee waarvan die lede deur die Raad aangestel word. Die sekretaris van die Genootskap word deur die Raad uit 'n ere- of in 'n beslissende hoedanigheid kragtens klousule 4 van Hoofstuk I aangestel.

(2) Die Mediese Komitee bestaan uit ses lede of plaasvervangers van die Raad (van wie drie werknemer- en drie werkgewervertegenwoordigers moet wees) en die Voorvoorsitter en Ondervoorsitter van die Raad, wat ipsa facto Voorvoorsitter en Ondervoorsitter en Mediese Komitee is.

(3) Die Raad kies uit sy lede of plaasvervangers, plaasvervangers vir die vernaamste verteenwoordigers van die Mediese Komitee wat hy aangestel het.

(4) Lede en plaasvervangers in die Mediese Komitee, bekleed hul ampt 'n lydtpark van 12 maande, waarna hulle heraangestel kan word.

(5) As 'n geskik te eniger tyd ontstaan oor die administrasie van die Genootskap waardeur lede van die Mediese Komitee gelykop verdeel is, moet die saak vir beslissing na die Raad verwys word.

13. BEVOEGDHEID EN PIGTE VAN DIE MEDIJE KOMITEE

Die Mediese Komitee bepaal die beleid van die Genootskap en administreer die algemene sake en werk-samhame van die Genootskap ooreenkomstig die bepalinge van hierdie Hoofstuk en by die uitvoering van hierdie funksies doen die Mediese Komitee al sodanige stappe as wat hy nodig is, of wat hy beskou as bevorderlik vir of wat hom sal help by die bereiking van sodanige doelstelling. In die besonder kan die Mediese Komitee—

(a) van tyd tot tyd soveel geld van die Genootskap belê as wat nie onnodig nodig is om die verpligtinge van die Genootskap na te kom nie, op die wyse voorgestel in klousule 2 (g) van Hoofstuk II; en

(h) die supply of patent medicines and/or any other medi-cines and/or antibiotics and/or after-care services and/or pre-ventative treatments as may be determined by the Medical Committee;
(l) special treatments recommended by persons other than a registered medical practitioner;
(j) maternity and/or obstetrical cases and/or sequela;
(k) mental ailments and/or psychiatric treatment;
(l) venereal disease and/or any sexually transmitted disease;
(m) operations and/or procedures and/or organ transplants and/or investigations which in the opinion of the Medical Committee will involve the Society in unreasonable expense;
(n) accounts submitted for payment more than four months after the date on which such liabilities were incurred; or
(o) any ailment or condition which, in the opinion of the Medical Committee, after consultation with the Chief Medical Officer, a member and/or his dependants are suffering from as at the date of admission as a member or dependant, as the case may be

(2) If at any time the amount to the credit of the Society drops below a third of the previous year's annual expenditure on benefits to members, or R10 000, whichever amount is the greater, payments in terms of clause 8 of this Chapter shall cease and shall not be resumed until the amount to the credit of the Society exceeds the value of the claims on hand, plus R10 000 or a third of the previous year's annual expenditure on benefits, whichever is the greater amount.

11. MEDICAL TREATMENT

The Medical Committee may at any time require a member or any of his dependants to undergo a medical examination at the Society's expense by any doctor which it may nominate.

12. MANAGEMENT

(1) The administration and control of the Society shall be vested in a Medical Committee, the members of which shall be appointed by the Council. The Secretary of the Society shall be appointed by the Council in terms of clause 4 of Chapter 1, either in an honorary or a paid capacity.

(2) The Medical Committee shall consist of six members or alternates of the Council (three of whom shall be employee representatives and three employer representatives), and the Chairman and Vice-Chairman of the Council who shall ipso facto be the Chairman and Vice-Chairman of the Medical Committee.

(3) The Council shall choose, from amongst its members or alternates to the principal members of the Medical Committee which it has appointed.

(4) Members and alternates of the Medical Committee shall hold office for a period of 12 months, whereafter they shall be eligible for reappointment.

(5) Should a dispute arise at any time as to the administration of the Society in regard to which members of the Medical Committee are equally divided, the matter shall be referred to the Council for a decision.

13. POWERS AND DUTIES OF THE MEDICAL COMMITTEE

The Medical Committee shall direct the policy of the Society and administer the general business and activities of the Society, in accordance with the provisions of this Chapter and, in so doing, the Committee shall take all such steps as it may deem necessary, or which it considers will be conducive towards or will assist in the attainment of such object. In particular the Medical Committee may—

(a) from time to time invest so much of the moneys of the Society as are not immediately required to meet the obligations of the Society, in the manner prescribed in clause 2 (6) of Chapter II; and
(b) enige bates van die Genootskap te gelde maak, verkooop of anders te daadoor beskik of daarmee handel;
(c) enige lid van lidmaatskap van die Genootskap ontheft of skors—in skryflik aan sy, om sodanige ontheft doen; of
(ii) as dit in belang van die Genootskap is.

14. FINANSIELE BEHEER

(1) 'n Bankrekening moet by die Raad se bankiers op naam van die Genootskap geopen word. Die Mediese Komitee het die bevoegdheid om sodanige ander bankrekning as wat hy van tyd tot tyd nodig ag, op naam van die Genootskap te open en daarop te werk en moet die persone aange- wys wat gemag is om op enige van die Genootskap se bankrekning te werk.
(2)Alle geld wat aan die Genootskap betal word, moet sonder versuim in een van die Genootskap se bankrekningar inge betaal word.
(3)Alle koste wat aangegaan word in verband met die administrasie van die Genootskap kom ten laste van die Genootskap.
(4)Alle geld wat nie nodig is om lopende betalings en uitgawes te dek nie, moet belê word soos voorgestel in klousule 2 (6) van Hoofstuk II.
(5)Die boekjaar van die Genootskap sluit op 30 September elke jaar.
(6)So spoedig doenlik na 30 September elke jaar moet die Mediese Komitee 'n boekt ly opstel van alle inkomste en uitgawes van die Genootskap en 'n balansstaat wat die bates en laste toon vir die tydperk van 12 maande geëindig op 30 September, wat deur die auditeur gesertifiseer en deur die Voorstander van die Genootskap medio-desente en tesaam met enige verslag van die auditeur daaroor aan die Raad voorgelê moet word.
(7)Die aangestelde staat en balansstaat moet daarna ter insee le op die kantoor van die Raad en afskrifte daarvan moet binne drie maande na die sluiting van die tydperk wat daardeur gediê word aan die Direkteur-generaal van die Departement van Mannekrag, Pretoria, voorgelê word.

15. LIKWIDIERING VAN DIE GENOTS KAP

(1)Indien hierdie Ooreenkoms verstryk weens verloop van tyd of beëindiging om enige ander rede en geen daaropvol- gende ooreenkoms binne 12 maande na die datum van verstryking van hierdie Ooreenkoms aangegaan word om die werksaamhede van die Genootskap voort te set of indien die Genootskap nie binne 12 maande na die genoemde datum van verstryking deur die Raad na enige ander fonds oorge- dra word wat vir diëselfde doel ingestel is nie, moet met die Genootskap gehandel word op die wyse in subklousule (3) bepaal. Die Genootskap moet gedurende gemeld tydperk van 12 maande deur die Mediese Komitee gedagvaar word.
(2)Ingeval die Raad ontbind word of ingeval hy op die om te funksioneer gedurende enige tydperk waarin hierdie Oor- enkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Genootskap steeds deur die Mediese Komitee gedagvaar word. Enige vakature wat in die Komitee ontstaan, kan deur die Registergeur gevul word uit werkgewers en werknemers in die Nierung. Ingeval die Mediese Komitee nis in staat is nie of onwil is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Genootskap, na die mening van die Registergeur, onvoertuigbaar of oneensluit maak, kan hy 'n persoon aanstel wat onverwyld nog twee persone moet koöper van wie een 'n lid van die Genootskap of 'n besoldigde beampte van die vakvereniging is en die ander een 'n lid van die werkergewer- sorgvereniging of 'n besoldigde beampte daarvan, en tesaame realise, sell of otherwise dispose of or deal with any of the assets of the Society,
(c) remove or suspend any member from membership of the Society—
(i) if he applies in writing for such removal, or
(ii) if it is in the interest of the Society.

14. FINANCIAL CONTROL

(1) A banking account shall be opened with the Council’s bankers in the name of the Society. The Medical Committee shall have the power to open and operate such other banking accounts in the name of the Society as it may deem necessary from time to time and shall designate the persons authorised to operate upon any of the Society’s banking accounts.
(2)All moneys paid to the Society shall be paid into one of the Society’s banking accounts without delay.
(3)All expenses incurred in connection with the administration of the Society shall be a charge against the Society.
(4)Any moneys not required to meet current payments and expenses shall be invested in the manner prescribed in clause 2 (6) of Chapter II.
(5)The financial year of the Society shall end on 30 Septem- ber of each year.
(6)As soon as possible after 30 September of each year, the Medical Committee shall cause to be prepared a statement of all revenue and expenditure of the Society and a balance sheet showing the assets and liabilities in respect of the period of 12 months ended 30 September, which shall be certified by the auditor and countersigned by the Chairman of the Society and submitted together with any report by the auditor thereon to the Council.
(7)The audited statement and balance sheet shall there- after lie for inspection at the office of the Council and copies thereof shall within three months of the close of the period covered thereby be submitted to the Director-General of the Department of Manpower, Pretoria.

15. LIQUIDATION OF THE SOCIETY

(1) In the event of the expiry of this Agreement by the effluxion of time or cessation for any other cause and no subsequent agreement being negotiated for the purpose of continuing the operation of the Society or the Society not being transferred by the Council to any other fund constituted for the same purpose within 12 months from the date of expiry of this Agreement, the Society shall be dealt with in the manner provided for in subclause (3). The Society shall during the said period of 12 months be administered by the Medical Committee.
(2) In the event of the dissolution of the council or in the event of its ceasing to function during any period during which this Agreement is binding in terms of section 34 (2) of the Act, the Society shall continue to be administered by the Medical Committee. Any vacancy occurring on the Committee may be filled by the Registrar from employees and employees in the Industry. In the event of the Medical Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the society impracticable or undesirable in the opinion of the Registrar he may appoint a person who shall forthwith co-opt two more persons, one being a member of the Society of a paid official of the trade union and the other being a member of the employees’ organisation or paid official thereof and these par-
is hierdie persone die trustees by wie die bevoegdheede, regte en pligte van die Mediese Komitee benuts. Ingeval daar geen Raad bestaan wanneer die Ooreenkoms verstryk nie, moet daar met die Genootskap gehandel word soos in subklausule (3) bepaal.

(3) (a) Die Mediese Komitee of trustees, na gelang van die geval, moet, na verstryking van die tydperk van 12 maande in subklausule (1) bedoel, of na verstryking van die Ooreenkoms insgeweeg subklausule (2), streeds die Genootskap administrer en bestand verskaf aan lede, uitgesonderd sekhtebesluit indien in klousule 9, asof die Ooreenkoms nog van krag was, tot tyd en wyi die geld in die krediet van die Genootskap tot die bedrag daal wat in klousule 10 (2) van hierdie Hoofstuk gespesifiseer word, en as dit gebeur, moet die Genootskap ingevolge paragraaf (b) deur die Mediese Komitee of die trustee, na gelang van die geval gelikkwie die word.

(b) Ingeval die Genootskap kragtens hierdie subklausule gelikkwie die word, moet enige bedrag wat oorby na die betaal van alle kredite, laste en sluitte van die Genootskap, aandie die vakvereniging, betaal word, in verhouding met die bedrag van bydraes oorgedra ten opsigte van lede van die vakvereniging om hulle te help om wees 'n sektetbystandskema in te stel. As die vakvereniging nie meer bestaan nie, moet daar oor die geld wat aan hulle kragtens hierdie subklausule betaal moet word, bestaak word ooreenkomstig die bepalings van artikel 13 van die Wet asof dit deel van die bates van die vakverenigings uitmaak.

(4) As die Mediese Komitee, trustees of die vakvereniging enige redelike grond daarvoor het dat die Genootskap te eniger tyd gedurende die administrasie van die Genootskap kragtens subklausule (3) (a) ontbond moet word, moet die Genootskap, ondanks subklausule (3) (a), gelikkwie die word op die wyse in subklausule (3) (b) uiteengesit word.

HOOFSTUK IV

1. DIE STERFTE- EN ONGESKIKTHEIDSKEMA VIR TRANSVAALSE MEUBEL- EN BEDDEGOEDWERKERS

(1) Die Vereniging voorheen bekend as die Sterftebystandsvereniging vir Transvaalse Meubelwerkers, ingestel by Goewermentskennisgewing R. 1682 van 19 Oktober 1962, die Sterftebystandsvereniging vir Transvaalse Beddegoedwerkers, ingestel by Goewermentskennisgewing R. 1946 van 30 November 1962, die Begrafnisgenootskap voorheen bekend as die Begrafnisgenootskap vir Transvaalse Meubelwerkers, ingestel by Goewermentskennisgewing R. 1354 van 22 Junie 1979, en die Begrafnisgenootskap vir Transvaalse Beddegoedwerkers, ingestel by Goewermentskennisgewing R. 1353 van 22 Junie 1979, en nou genoem die Sterfte- en Ongeskiktheidskema vir Transvaalse Meubel- en Beddegoedwerkers, word hierby saamgesmel, ingelyf en voortgesit.

(2) Die geld van die Skema bestaan uit—

(a) geld oorgedra na die Skema kragtens klousule 4 (5) (b) van Hoofstuk II van hierdie Ooreenkoms;

(b) rente verkry uit die beleggings van geld van die Skema;

(c) geld wat tot die krediet is van enige belegging's en rente daarop verdien, voorheen gehou in die naam van die Sterftebystandsvereniging vir Transvaalse Meubelwerkers en/of die Sterftebystandsvereniging vir Transvaalse Beddegoedwerkers en/of die Begrafnisgenootskap vir Transvaalse Meubelwerkers en/of die Begrafnisgenootskap vir Transvaalse Beddegoedwerkers, wat aan die Skema gesedere is; en

(d) enige ander geld waarop die Skema geregist word of wat aan die Skema geskenk word.

sons together shall be the trustees in whom the powers, rights and duties of the Medical Committee shall vest. If there is no council in existence upon the expiry of this Agreement, the society shall be dealt with in the manner provided for in subclause (3).

(3) (a) The Medical committee or trustees, as the case may be, shall after the expiry of the 12-month period referred to in subclause (1) or after the expiry of the Agreement in terms of subclause (2), continue to administer the Society and provide benefits to members, excluding sick pay provided for in clause 9, as if the Agreement remained in operation, until such time as the moneys standing to the credit of the Society fall to the amount specified in clause 10 (2) of this chapter, in which event the Society shall be liquidated by the Medical Committee or the trustees, as the case may be, in terms of paragraph (b).

(b) In the event of the liquidation of the Society in terms of this subclause, any amount left over after payments of all creditors, liabilities and debts of the Society shall be paid to the trade union in proportion to the amount of contributions diverted in respect of members of the trade union, to assist them in the re-establishment of a sick benefit scheme. Should the trade union no longer be in existence, the moneys to be paid over in terms of this subclause shall be dealt with in accordance with the provisions of section 13 of the Act as though it formed part of the assets of the trade union.

(4) Should the Medical Committee, trustees or the trade unions have any reasonable cause for the Society to be dissolved at any time during the administration of the Society in terms of subclause (3) (a), the Society shall, notwithstanding the provisions of subclause (3) (a), be liquidated in the manner set out in subclause (3) (b).

CHAPTER IV

1. THE TRANSVAAL FURNITURE AND BEDDING WORKERS’ DEATH AND DISABILITY SCHEME


(2) The moneys of the Scheme shall consist of—

(a) moneys diverted to the Scheme in terms of clause 4 (5) (b) of Chapter II of this Agreement;

(b) interest derived from the investment of any moneys of the Scheme;

(c) moneys standing to the credit of any investments and interest derived therefrom, previously held in the name of the Transvaal Furniture Workers’ Mortality Association and/or the Transvaal Bedding Workers’ Mortality Association and/or the Transvaal Furniture Workers’ Burial Society and/or the Transvaal Bedding Workers’ Burial Society, which have been ceded to the Scheme; and

(d) any other moneys to which the Scheme may become entitled or which may be donated to the Scheme.
2. DOE STELLINGEN

(1) Die doelstelling van die Skema is om voorsiening te maak vir voordele vir 'n lid en/of afhanklikes van die lid in die geval van die afstern van die lid en/of sy/haar afhanklikes en/of die lid se mediese ongeskiktheid, soos omskryf in enige coreenkoms gesluit met 'n versekeringsmaatskappy of -maatskappye.

Vir die doeleindes van hierdie Hoofstuk beteken "afhanklike", met betrekking tot 'n lid, na uitsluitlike goedgeeke van die Komitee, een of meer van die volgende:

(a) Gade; en/of
(b) ongetroude minderjarige kind en/of ongetroude minderjarige stakkind en/of ongetroude minderjarige aangename kind, buite-egetlike kind, en/of 'n afhanklike onder die ouderdom van 25 jaar wat 'n voltydse student aan 'n erkende opvoedkundige inrigting is, en/of
(c) enige ander persoon wat geheel en al van sodanige lid afhanklik is en wat die Komitee cortig dat hy of zij afhanklik is;
(d) enige ander persoon wat geheel en al van sodanige lid afhanklik is en wat die Komitee cortig dat hy of zij afhanklik is en wat die Komitee cortig dat hy of zij afhanklik is en wat die Komitee cortig dat hy of zij afhanklik is en wat die Komitee cortig dat hy of zij afhanklik is.

(2) Behoudens die goedkeuring van die Raad, is die Komitee se beslissing oor wie die afhanklike van die afgastorwe lid ingevolge hierdie klousule is, finaal.

3. SPEISIALE BEPALINGS

(1) Die bepalinge van klousules 2, 3 (3), 5 (1), (2) en (3) en 6 (1) en (2) van die vorige Sterfbystandswet en Sterfbystandswet van Transvaalse Meubelwerkers en die Sterfbystandswet van die Transvaalse Beddegoedwerkers en klousule 2, 3 (3), 5 en 6 van die vorige Begrafsrgesigstuk van Transvaalse Meubelwerkers en die Begrafsrgesigstuk van Transvaalse Beddegoedwerkers bedoel in klousule 1 (1) van hierdie Hoofstuk, is van toepassing op lede en/of afhanklikes wat afgetree het uit die Nywerheid as gevolg van hou ouderdom of swak gesondheid of wat die ouderdom van 65 jaar bereik het voor of op 1 Oktober 1988.

4. LIDMAATSkap

(1) (a) Lidmaatskap van die Skema word voortgesit en is verpligend—
(i) slegs vir lede van die Fonds voortgesit kragtens Hoofstuk II, wat nog nie die ouderdom van 65 jaar op 1 Oktober 1988 bereik het nie, en wat lede van die vakvereniging is en in diens is by lede van die werkgewersorganisatie; en
(ii) vakleerlinge en leerlinge.
(b) Ondanks paragraaf (a) staan lidmaatskap verder, na goedgeeke van die Bestuurkomitee, oor enige ander persoon wat in die Nywerheid werkzaam is, uitgesonder los werkneemers, wat aan die skema se doel van lidmaatskap ten opsigte van die Skema en die persone wat die lidmaatskap van die Skema, ten opsigte van die Skema en die persone wat die lidmaatskap van die Skema,
(c) Behoudens subklousule (3) eindig lidmaatskap van die Skema—
(i) sodra die bydraes ten opsigte van sodanige lid nie betaal word nie; of
(ii) wanneer 'n lid sy bande met die Nywerheid verbreek.

Indien lidmaatskap aldaar eindig, is die voormalige lid en die afhanklike/s van sodanige voormalige lid dan nie geregistreer nie en/of op die voordele voorgeskryf in die oorspronklike of ooreenkoms met die ontvang van klousule 9 (2) (b) van hierdie Hoofstuk.

2. OBJECTIES

(1) Die objectief van die Skema is om voordele te bied vir voordele van die lid en/of die lid en/of sy/haar afhanklike en/of die lid se mediese ongeskiktheid, soos omskryf in enige coreenkoms gesluit met 'n versekeringsmaatskappy of -maatskappye.

Vir die doeleindes van hierdie Hoofstuk beteken "afhanklike", met betrekking tot 'n lid, na uitsluitlike goedgeeke van die Komitee, een of meer van die volgende:

(a) Gade; en/of
(b) ongetroude minderjarige kind en/of ongetroude minderjarige stakkind en/of ongetroude minderjarige aangename kind, buite-egetlike kind, en/of 'n afhanklike onder die ouderdom van 25 jaar wat 'n voltydse student aan 'n erkende opvoedkundige inrigting is, en/of
(c) enige ander persoon wat geheel en al van sodanige lid afhanklik is en wat die Komitee cortig dat hy of zij afhanklik is en wat die Komitee cortig dat hy of zij afhanklik is en wat die Komitee cortig dat hy of zij afhanklik is en wat die Komitee cortig dat hy of zij afhanklik is.

(2) Behoudens die goedkeuring van die Raad, is die Komitee se beslissing oor wie die afhanklike van die afgastorwe lid ingevolge hierdie klousule is, finaal.

3. SPEISIALE BEPALINGS

(1) Die bepalinge van klousules 2, 3 (3), 5 (1), (2) en (3) en 6 (1) en (2) van die vorige Sterfbystandswet en Sterfbystandswet van Transvaalse Meubelwerkers en die Sterfbystandswet van die Transvaalse Beddegoedwerkers en klousule 2, 3 (3), 5 en 6 van die vorige Begrufsrgesigstuk van Transvaalse Meubelwerkers en die Begrufsrgesigstuk van Transvaalse Beddegoedwerkers bedoel in klousule 1 (1) van hierdie Hoofstuk, is van toepassing op lede en/of afhanklikes wat afgetree het uit die Nywerheid as gevolg van hou ouderdom of swak gesondheid of wat die ouderdom van 65 jaar bereik het voor of op 1 Oktober 1988.

4. LIDMAATSkap

(1) (a) Lidmaatskap van die Skema word voortgesit en is verpligend—
(i) slegs vir lede van die Fonds voortgesit kragtens Hoofstuk II, wat nog nie die ouderdom van 65 jaar op 1 Oktober 1988 bereik het nie, en wat lede van die vakvereniging is en in diens is by lede van die werkgewersorganisatie; en
(ii) vakleerlinge en leerlinge.
(b) Ondanks paragraaf (a) staan lidmaatskap verder, na goedgeeke van die Bestuurkomitee, oor enige ander persoon wat in die Nywerheid werkzaam is, uitgesonder los werkneemers, wat aan die skema se doel van lidmaatskap ten opsigte van die Skema en die persone wat die lidmaatskap van die Skema, ten opsigte van die Skema en die persone wat die lidmaatskap van die Skema,
(c) Behoudens subklousule (3) eindig lidmaatskap van die Skema—
(i) sodra die bydraes ten opsigte van sodanige lid nie betaal word nie; of
(ii) wanneer 'n lid sy bande met die Nywerheid verbreek.

Indien lidmaatskap aldaar eindig, is die voormalige lid en die afhanklike/s van sodanige voormalige lid dan nie geregistreer nie en/of op die voordele voorgeskryf in die oorspronklike of ooreenkoms met die ontvang van klousule 9 (2) (b) van hierdie Hoofstuk.

2. OBJECTIES

(1) Die objectief van die Skema is om voordele te bied voor beneficiaries of members and/or the dependents of the member in the event of the death of the member and/or his dependents and/or the disablement of the member, as defined in any agreement entered into with an insurance company or companies.

For the purposes of this Chapter "dependant" in relation to a member shall, at the sole discretion of the Committee, mean any one or more of the following:

(a) Spouse; and/or
(b) unmarried minor child and/or unmarried minor step-child and/or unmarried adopted minor child, illegitimate child, and/or a dependant under the age of 25 years who is a full-time student at a recognised educational institution; and/or
(c) any other person who is wholly dependent upon such member, and who satisfies the Committee that he is so dependent; and/or

(d) a beneficiary nominated by a member where at the date of nomination there is no dependant: Provided that should a dependant under (1) (a) or (b) or (c) be established, the nomination of a beneficiary shall be deemed invalid.

(2) The Committee's decision as to who the dependants of the deceased member are in terms of this clause, shall, subject to the approval of the Council, be final.

3. SPECIAL PROVISIONS

(1) The provisions of clauses 2, 3 (3), 5 (1), (2) and (3) and 6 (1) and (2) of the former Transvaal Furniture Workers' Mortality Association and the Transvaal Bedding Workers' Mortality Benefit Association, and clauses 2, 3 (3), 5 and 6 of the former Transvaal Furniture Workers' Burial Society and the Transvaal Bedding Workers' Burial Society referred to in clause 1 (1) of this Chapter shall apply to members and/or dependants who retired from the Industry owing to old age or ill-health or who had reached the age of 65 years on or before 1 October 1988.

4. MEMBERSHIP

(1) (a) Membership of the Scheme shall be continued and be compulsory for—
(i) members only of the Fund continued in terms of Chapter II who had not reached the age of 65 years on 1 October 1988 and who are members of the trade union and who are employed by members of the employers organisation; and
(ii) apprentices and learners.
(b) Notwithstanding paragraph (a), membership shall further, at the discretion of the Management Committee, be open to any person engaged in the Industry, other than casual employees, who apply to become members, on such terms and conditions regarding contributions to the Scheme and otherwise as the Management Committee may from time to time prescribe.

(2) Subject to subclause (3), membership of the Scheme shall cease—
(a) immediately upon cessation of contributions in respect of such member; or
(b) when a member severs his connection with the Industry. Should membership so cease the former member and the dependent/s of such former member shall not be entitled to the benefits prescribed by any agreement or agreements entered into in terms of clause 9 (2) (b) of this Chapter.
(3) Ondanks andersluitende bepalings in subklusule (2) hiervan eindig lidmaatskap nie wanneer die bydraes gestaak word nie weens—
(a) die bereiking deur 'n lid van die leeftyd van 55 jaar;
(b) die onvermoë van 'n lid om te werk weens swak gesondheid;
(c) korttyd.

5. LEDEGELD
(1) (a) Die ledegeleid wat betaalbaar is ten opsigte van elke verpligte lid is R2,70 per week en moet—
ten opsigte van 'n lid bedoel in klusule 4 (1) (a) van hierdie Hoofstuk in gelyke deele oeregda word kragtens klusule 4 (5) van Hoofstuk II, uit die bydraes wat in klusule 4 (1) (a) van Hoofstuk II voorgeskryf word.
(b) Ten opsigte van 'n lid bedoel in klusule 4 (1) (b) van hierdie Hoofstuk, is die ledegeleid R11,00 per maand.

6. BETALING VAN VOORDELE
Betalings van voordele geskied ooreenkomslik met die bepalings van die ooreenkomsfonds as gereg sa kragtens skema 9 (2) (b) van hierdie Hoofstuk.

7. BEPERKING VAN VOORDELE
Geen betaling mag ingevolge klusule 6 van hierdie Hoofstuk gedoen word nie tensy aanvaak daarom gedoen word binne 'n tydperk van een jaar vanaf die datum van afstere van die betrokke lid of afhanklike of binne sodanige langer tydperk (van hoogstens drie jaar vanaf die datum van afstere van die betrokke lid of afhanklike) wat die Komitee kan toelaat as hy daarvan oortuig is dat die vertraging van die aansoek vervoorsaak is deur omstandighede buite die beheer van die aplicant.

8. ADMINISTRASIE VAN DIE SKEMA
(1) Die administrasie van die Skema berus by 'n Bestuursonderkomitee bestaande uit die Voorstander en Ondervoor- sitter van die Raad sesmal met drie werkgeververteenwoordigers en drie werknemerverteenwoordigers wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke verteenwoordiger moet 'n plaasvervanger deur die Raad aangestel word. Die Voorstander en Ondervoorsonderkomitee van die Raad is die Voorstander en Ondervoorsonderkomitee van die Komitee.
(2) Elke werkgever moet die sekretaris in kennis stel van die dood van enige lid in sy diens. Nadat hy inligting uit enige bron van die dood van 'n lid ontvang het, moet die sekretaris so gau as可能 die afhanklike per brief of omsendbrief daarvan verwittig, met vermelding van die jongs bekende werkplek van die ooreide bydraer, asook die feit dat bystand op aanvraag opgeëis kon word by 'n adres wat deur die Bestuursonderkomitee uitgedruklik gemeld word.

(3) Ingeval die sekretaris nie in kennis gestel is van die jongs adres van 'n afhanklike nie en die Bestuursonderkomitee nie daartoe in staat is om die afhanklike by sy/haar jongs bekende adres op te spoor en geen ons om bystand wat ingevolge hierdie klusule verskuilt is, inselstel word binne 'n maand nadat bewys van die dood van 'n lid ontvang is nie, moet die Komitee 'n advertensie in alle amptelike tale plas in die algemene volgende uitgawes van hoogstens drie dag- blaaste wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n blad moet wees wat in omloop is in die distrik waarin die ooreide lid normaalweg woonagtig was, en in sodanige advertensie moet die jongs bekende werkplek van die gestorwe lid en die bekende naam en adres van die afhanklike en hul jonge bekende adresse genoem word, asook die feit dat bystand beskikbaar is vir opvoedings op aanvraag deur die afhanklikes by 'n adres wat uitgebruklik deur die Komitee gemeld word.

(3) Notwithstanding anything to the contrary contained in subclause (2) hereof, membership shall not cease where the cessation of contributions is occasioned by—
(a) a member attaining the age of 65 years;
(b) the inability of the member to work because of ill-health;
(c) short-time.

5. SUBSCRIPTIONS
(1) (a) The subscriptions payable in respect of each compulsory member shall be R2,70 per week and shall in respect of a member referred to in clause 4 (1) (a) of this Chapter, be diverted in equal proportions in terms of clause 4 (5) of Chapter II from the contributions prescribed in clause 4 (1) (a) of Chapter II.
(b) In respect of a member referred to in clause 4 (1) (b) of this Chapter, the subscription shall be R11,00 per month.

6. PAYMENT OF BENEFITS
Payment of benefits shall be made in accordance with the provisions of the agreement or agreements entered into in terms of clause 9 (2) (b) of this Chapter.

7. LIMITATION OF BENEFITS
No payments shall be made in terms of clause 6 of this Chapter unless application therefor is made within a period of one year from the date of death of a member or a dependant concerned or within such longer period (not exceeding three years from the date of death of the member or dependant concerned) as the Committee may allow if it is satisfied that the delay in making the application was caused by events beyond the control of the applicant.

8. ADMINISTRATION OF THE SCHEME
(1) The administration of the Scheme shall be vested in a Management Committee consisting of the Chairman and Vice-Chairman of the Council together with three employer representatives and three employee representatives who shall be members of the council and shall be appointed by the Council. For each representative an alternate shall be appointed by the Council. The Chairman and Vice-Chairman of the Council shall be the Chairman and Vice-Chairman of the Committee.
(2) Every employer shall notify the secretary of the death of any member in his employ. The secretary shall, as soon as possible, upon receiving information from any source of the death of a member, notify the dependant by letter or circular stating the last known place of work of the deceased contributor and the fact that benefits may be claimed upon application at an address specified by the Management Committee.
(3) In the event of the secretary not having been notified of the latest address of a dependant and the Management Committee not being able to trace the dependant at his/her last known address and no claim for benefits due in terms of this clause being made within a month of the proof of the death of a member, the Committee shall insert an advertisement, in both official languages, in three successive issues of not more than three daily newspapers circulating in the Republiek van Suid-Afrika, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the last known place of work of the deceased member, the known name(s) of dependants and their last known addresses and the fact that benefits are available for collection upon application by the dependants at an address specified by the Committee.
(4) Every member shall notify the secretary of the death of any dependant within the period prescribed in clause 7 of this Chapter.
52 No. 14101

STAATSKOERANT, 3 JULIE 1992

(3) Ondanks andersluiende bepalings in subklusule (2) hiervan eindig lidmaatskap nie wanneer die bydraes gestaak word nie weens—
(a) die berekening deur 'n lid van die leeftyd van 65 jaar;
(b) die onvermoë van 'n lid om te werk weens swak gesondheid;
(c) korttyd.

5. LEDEGELD

(1) (a) Die ledegeld wat betaalbaar is ten opsigte van elke verpligte lid is R2,70 per week en meet—

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ten opsigte van 'n lid bedoel in klusule 4 (1) (a) van hierdie Hoofstuk in gelyke dele oorgedra word kragtans klusule 4 (5) van Hoofstuk II, uit die bydraes wat in klusule 4 (1) (a) van Hoofstuk II voorgeskryf word.</td>
<td></td>
</tr>
<tr>
<td>(b) Ten opsigte van 'n lid bedoel in klusule 4 (1) (b) van hierdie Hoofstuk, is die ledegeld R11,00 per maand.</td>
<td></td>
</tr>
</tbody>
</table>

6. BETALING VAN VOORDELE

Betalig van voordele geskied coreenkomstig die bepalings van die ooreenkoms of coreenkomste aangegaan kragtens klusule 9 (2) (b) van hierdie Hoofstuk.

7. BEPERKING VAN VOORDELE

Geen betaling mag ingevolge klusule 6 van hierdie Hoofstuk gedoen word nie tensy aansoek daarom gedoen word binne 'n tydperk van een jaar vanaf die datum van afstere van die betrokkie lid of afhanklike of binne sodanige tydperk (van hoogstens drie jaar vanaf die datum van langer tydperk (van hoogstens drie jaar vanaf die datum van afstere van die betrokkie lid of afhanklike) wat die Komitee kan toelaat as hy daarvan oortuig is dat die vordering van die aansoek veroorsaak is deur omstandighede buite die beheer van die aanpligant.

8. ADMINISTRASIE VAN DIE SKEMA

(1) Die administrasie van die Skema benoem deur 'n Bestuurskomitee bestaande uit die Voorwys en Ondervoorsitter van die Raad tesame met drie werkgeververtewoordigers en drie werknemervertewoordigers wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke verteenwoordiger moet 'n plaasvervanger deur die Raad aangestel word. Die Voorwys en Ondervoorsitter van die Raad is die Voorwys en Ondervorsitter van die Komitee.

(2) Elke werkgever moet die sekretaris in kennis stel van die dood van enige lid in sy dien. Nadat hy inligting uit enige bron van die dood van 'n lid ontvang het, moet die sekretaris so gou doenlik die afhanklike per brief of omsendbrief daarvan verwittig, met vermelding van die jongs bekende werkplek van die oorele bydraer, asook die feit dat bestand op aansoek opgeëis kan word by 'n adres wat deur die Bestuurskomitee uitgemaak gemeld word.

(3) Ingeval die sekretaris nie in kennis gestel is van die jongste adres van 'n afhanklike nie en die Bestuurskomitee nie daar toe in staat is om die afhanklike by sy/haar jongste bekende adres op te spoor en geen eis om bystand wat ingevolge hierdie klusule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n lid ontvang is nie, moet die Komitee 'n advertensie in ander amptelike tale plaas in drie agtereenvolgende uitgawes van hoogstens drie dagblase wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n blad moet wees wat in omloop is in die distrik waarin die oorele lid normaalweg woonagtig was, en in sodanige advertensie moet die jongs bekende werkplek van die gestorwe lid en die bekende naamlike van afhanklikes en hul jonge bekende adres genoem word, asook die feit dat bystand beskikbaar is vir opvoeding en aansoek deur die afhanklikes by 'n adres wat uitgemaak gemeld word.

(3) Notwithstanding anything to the contrary contained in subclause (2) hereof, membership shall not cease where the cessation of contributions is occasioned by—
(a) a member attaining the age of 65 years;
(b) the inability of the member to work because of ill-health;
(c) short-time.

5. SUBSCRIPTIONS

(1) (a) The subscriptions payable in respect of each compulsory member shall be R2,70 per week and shall in respect of a member referred to in clause 4 (1) (a) of this Chapter, be diverted in equal proportions in terms of clause 4 (5) of Chapter II from the contributions prescribed in clause 4 (1) (a) of Chapter II.

(b) In respect of a member referred to in clause 4 (1) (b) of this Chapter, the subscription shall be R11,00 per month.

6. PAYMENT OF BENEFITS

Payment of benefits shall be made in accordance with the provisions of the agreement or agreements entered into in terms of clause 9 (2) (b) of this Chapter.

7. LIMITATION OF BENEFITS

No payments shall be made in terms of clause 6 of this Chapter unless application therefor is made within a period of one year from the date of death of a member or a dependant concerned or within such longer period (not exceeding three years from the date of death of the member or dependant concerned) as the Committee may allow if it is satisfied that the delay in making the application was caused by events beyond the control of the applicant.

8. ADMINISTRATION OF THE SCHEME

(1) The administration of the Scheme shall be vested in a Management Committee consisting of the Chairman and Vice-Chairman of the Council together with three employer representatives and three employee representatives who shall be members of the council and shall be appointed by the Council. For each representative an alternate shall be appointed by the Council. The Chairman and Vice-Chairman of the Council shall be the Chairman and Vice-Chairman of the Committee.

(2) Every employer shall notify the secretary of the death of any member in his employ. The Secretary shall, as soon as possible, upon receiving information from any source of the death of a member, notify the dependant by letter or circular stating the last known place of work of the deceased contributor and the fact that benefits may be claimed upon application at an address specified by the Management Committee.

(3) In the event of the secretary not having been notified of the latest address of a dependant and the Management Committee not being able to trace the dependant at his/her last known address and no claim for benefits due in terms of this clause being made within a month of the proof of the death of a member, the Committee shall insert an advertisement, in both official languages, in three successive issues of not more than three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the last known place of work of the deceased member, the known name(s) of dependants and their last known addresses and the fact that benefits are available for collection upon application by the dependants at an address specified by the Committee.

(4) Every member shall notify the secretary of the death of any dependant within the period/s prescribed in clause 7 of this Chapter.
11. **ONTBINDING VAN DIE SKEMA**

(1) Klousule 7 (1) tot klousule 7 (4) van Hoofstuk II van hierdie Ooreenkoms is **mutatis mutandis** van toepassing op die Skema.

(2) By die likwidering van die Skema ingevolge klousule 7 (1) of 7 (2) van Hoofstuk II moet die Komitee, likwideraort of trustees, na gelang van die geval—

(a) onverwyld daartoe oor gaan om alle beleggings en bates van die Skema in kontantfondse om te skep en om sodanige kontant binne 30 dae as onmiddellik opeisbare kontant te belê;

(b) alle krediteure, administrasie- en likwidasiekoste uit die fondse van die Skema.

(3) Ondanks andersluidende bepalings in hierdie Hoofstuk, moet alle geld, as daar geld daarna oorbly in die krediet van die Skema nadat dit ooreenkomstig subklousule (2) gelikwieder is, inbetaal word in die Siektebystandsgenootskap vir Transvaalse Meubel- en Beddegoedwerkers.

(4) Ingeval die Siektebystandsgenootskap vir Transvaalse Meubel- en Beddegoedwerkers reeds gelikwieder is, moet die geld in subklousule (3) bedoel aan die vakvereniging betaal word, in verhouding tot die bedrag van bydrae oorge dra tot opsigte van lede van die vakvereniging, om die vakvereniging te help om weer 'n soortgelyke skema in te stel. As die vakvereniging nie meer bestaan nie, moet daar oor die geld wat kragtens hierdie subklousule betaal word, beskik word ooreenkomstig die bepalings van artikel 13 van die Wet asof dit deel van die bates van die vakvereniging uitmaak.

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**ANNHANGSEL A**

Lys van totale aftrekings vir die Voorsorgfonds vir die Meubel- en Beddegoedvervaardigingsmywer. Transvaal, die Siektebystandsgenootskap vir Transvaalse Meubel- en Beddegoedwerkers en die Sterfie- en Ongeskiktheidsskema vir Transvaalse Meubel- en Beddegoedwerkers.

<table>
<thead>
<tr>
<th>A</th>
<th>Weeklike aftrekking van werknemer</th>
<th>B</th>
<th>Weeklike bydrae van werkgever</th>
</tr>
</thead>
<tbody>
<tr>
<td>Werknemer vir wie lone voorgestryf is in die Hoofooreenkoms, vak leerings en leerings</td>
<td>5 percent van normale loon, plus R5,25</td>
<td>5 percent van normale loon, plus R5,25</td>
<td></td>
</tr>
<tr>
<td>Werkende werkgevers socs omskryf in die Hoof ooreenkoms gepubliseer in Goewermskennisgawing R. 1879 van 12 September 1986</td>
<td>Nul</td>
<td>10 percent van die hoogste minimumloon voorgestryf in die Hoofooreenkoms, plus R10,50</td>
<td></td>
</tr>
</tbody>
</table>

Namens die partye op hede die 16de dag van Maart 1992 te Johannesburg onderteken.

**R. CORNICK,**
Voorsitter van die Raad.

**S. M. LE ROUX,**
Ondervoorsitter van die Raad.

**P. C. SMIT,**
Hoofsekretaris van die Raad.

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11. **DISSOLUTION OF THE SCHEME**

(1) The provisions of clause 7 (1) to clause 7 (4) of Chapter II shall **mutatis mutandis** apply in respect of the Scheme.

(2) Upon the liquidation of the Scheme in accordance with the provisions of clause 7 (1) or 7 (2) of Chapter II, the Committee, liquidator or the trustee(s), as the case may be, shall—

(a) forthwith proceed to convert all investments and assets of the Scheme into cash funds and invest such cash on call within 30 days.

(b) pay all creditors, administration and liquidation expenses from the funds of the Scheme.

(3) Notwithstanding anything to the contrary contained in this Chapter, should any moneys thereafter remain to the credit of the Scheme upon liquidation in accordance with subclause (2), such moneys shall be paid into the Transvaal Furniture and Bedding Workers’ Sick Benefit Society.

(4) In the event of the Transvaal Furniture and Bedding Workers’ Sick Benefit Society having already been liquidated, the moneys referred to in subclause (3) shall be paid to the trade union in proportion to the amount of contributions diverted in respect of members of the trade union to assist the trade union in the re-establishment of a similar scheme. Should the trade union no longer be in existence, the moneys to be paid to them in terms of this subclause shall be death with in accordance with the provisions of section 13 of the Act as though they formed part of the assets of the trade union.

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**ANNEXURE A**

Schedule of total deductions to the Provident Fund for the Furniture and Bedding Manufacturing Industry, Transvaal, the Transvaal Furniture and Bedding Workers’ Sick Benefit Society and the Transvaal Furniture and Bedding Workers’ Death and Disability Scheme.

<table>
<thead>
<tr>
<th>Employee’s weekly deductions</th>
<th>Employer’s weekly contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee for whom wages are prescribed in the Main Agreement. Apprentices and learners</td>
<td>5 per cent of normal wage, plus R5,25</td>
</tr>
<tr>
<td>Working employers as defined in the Main Agreement published in Government Notice R. 1879 of 12 September 1986</td>
<td>5 per cent of normal wage, plus R5,25</td>
</tr>
<tr>
<td>Nil</td>
<td>10 per cent of the highest minimum wage prescribed in the Main Agreement, plus R10,50</td>
</tr>
</tbody>
</table>

Signed at Johannesburg, on behalf of the parties, this 16th day of March 1992.

**R. CORNICK,**
Chairman of the Council.

**S. M. LE ROUX,**
Vice-Chairman of the Council.

**P. C. SMIT,**
General Secretary of the Council.
10. Ontbinding van die fonds

(1) Met die beëindiging van die skema moet die bate van die fonds aan die Raad oorgedra word, wat in ooreenstemming met sy konstitusie daaroor moet beskil, en die Raad is verantwoordelik vir die vereffening van al die skulde van die Skema.

(2) Die Registrateur moet vroegtijdig in kennis gestel word van die beëindiging van die Skema.

11. Agente

(1) Die Raad kan agente aanstel op sodanige voorwaardes en met sodanige voorbehoudes as wat die Raad goeddink om uitvoering te gee aan die doelstellinge van die Skema.

(2) Die aanstelling van 'n agent kan te eniger tyd en om enige rede deur die Raad ingetrek word.

(3) Die agent sal geregtig wees om enige inrigting binne te gaan en kan die werkgever of enige werkgever onderwaa met die doel om vas te stel of die bepalings van klousule 7 naakom word al dan nie.

12. Vrywaring

Die lede van die Raad is nie aanspreeklik vir verliese uit die Fonds as gevolg van enige onbehoorlike belegging wat te goeder trou gedoen is, of as gevolg van 'n daad tydens hul bona fide-administrasie van die Fonds, of as gevolg van die nalatigheid of bedrog van 'n persoon in diens van die Raad, of as gevolg van 'n daad of versuim van lede, of as gevolg van 'n ander saak of ding nie, uitgesonder individuele opsigte of bedrieëlike optrede van die kant van sodanige lede wat aanspreeklik gehou kan word. Elke sodanige lid sal deur die Raad vergoed word vir aanspreeklikheid wat hy opgeleer het om hom te verver in 'n geding, hetsy siviel of strafregtelik, wat voortpruit uit hul bewering dat daar te kwader trou gehandel is en waarin die uitspraak in sy guns gelever word of waarvan hy vrygespreek word.

13. Vrystellings

Enige aansoek om vrystelling van enige bepaling van hierdie Skema, wat deur die Minister van Mannekrag verteen kan word moet deur die Haarkappers en Kosmetologiese Nywerheidsleidingsraad te Posbus 11092, Aston Manor, 1630, ingediend word, sodanige aansoek sakse na die Raad se aanbeveling aan die Direkteur-generaal: Mannekrag moet voorfere.

No. R. 1864 3 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, KAAPSE SKIEREILAND: WYSIGING VAN HOOFOOOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkom (hierna die Wysigingsoooreenkom genoem) wat in die Bylre hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van

10. Dissolution of the Scheme

(1) Upon the termination of the Scheme the assets of the Scheme shall be transferred to the Board for disposal in accordance with its constitution, and the Board shall be responsible for the satisfaction of all the liabilities of the Scheme.

(2) The Registrar shall be notified of the termination of the Scheme in good time.

11. Agents

(1) The Board may appoint agents on such terms and subject to such conditions as the Board may deem fit to give effect to the objects of the Scheme.

(2) The appointment of an agent may be revoked by the Board at any time and for any reason.

(3) The agent shall be empowered to enter any establishment and may question the employer or any employee for the purpose of ascertaining whether or not the provisions of clause 7 are being observed.

12. Indemnity

The members of the Board shall not be liable for any loss to the fund arising from any improper investment made in good faith, or by any act in their bona fide administration of the Fund, or by the negligence or fraud of any person employed by the Board, or by reason of any act or commission by members or by reason of any other matter or thing save individual wilful or fraudulent wrong-doing on the part of such members who can be held liable. Any such member shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings, whether civil or criminal, arising out of an allegation involving bad faith in which judgement is given in his favour or in which he is acquitted.

13. Exemptions

Any application for exemption from any provision of this Scheme, which may be granted by the Minister of Manpower, must be submitted to the Hairdressing and Cosmetology Industry Training Board at P. O. Box 11092, Aston Manor, 1630, who shall submit such application together with any recommendation by the Board to the Director-General: Manpower.

No. R. 1864 3 July 1992

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE, CAPE PENINSULA: AMENDMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 herefo and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding,
die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wyssigingsoorlenkoms aangegaan het en vir die werkgewers en werkners wat lede van genoemde organisasie of vereniging is; en

(b) (kratgans artikel 48 (1) (b) van genceme Wet, dat die bepaling van die Wyssigingsoorlenkoms, uitgesonderd die vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir alle ander werkgewers en werkners as die genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneem, Nywerheid, Bedryf of Beroep en die gebiede in klousule 1 van die Wyssigingsoorlenkoms gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF,
KAAPSE SKIEREILAND

OREENKOMS

oreenkomstig die Wet op Arbeidsverhoudinge, Wet No. 28 van 1955, gesluit deur en aangegaan tussen die

S.A. Hairdressers' and Cosmetologists' Association (Western Cape Division)

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

S.A. Hairdressers' Employees' Industrial Union (Western Cape)

(hierdie die "werknamers" of die "Vakvereniging" genoem), aan die ander kant,

wat die party is by die Nywerheidsraad vir die Haarkappersbedryf, Kaapse Skiereiland,


1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkom moet in die Haarkappersbedryf nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknamers wat lede van die vakvereniging is;

(b) in die landdrosdistrikte Die Kaap, Wynberg, Simonstad, Goodwood en Bellville, in die gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermentskennisgewings Nos. 171 van 8 Februarie 1957 en 263 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het, in die gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermentskennisgewing No. 661 van 19 April 1974 binne

with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1993, 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, CAPE PENINSULA

AGREEMENT

in accordance with the provisions of the Labour Relations Act, Act No. 28 of 1955, made and entered into by and between the

S.A. Hairdressers' and Cosmetologists' Association (Western Cape Division)

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

S.A. Hairdressers' Employees' Industrial Union (Western Cape)

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the Industrial Council for the Hairdressing Trade, Cape Peninsula,


1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial Districts of the Cape, Wynberg, Simon's Town, Goodwood and Bellville, in those portions of the Magisterial District of Malmesbury and Stellenbosch which, prior to the publication of Government Notices Nos. 171 of 8 February 1957 and 263 of 2 March 1962, respectively, fell within the Magisterial District of Bellville, in that portion of the Magisterial District of Kuilsrivier which, prior to the publication of Government Notice No. 661 of 19 April

(2) Ondanks subklusule (1) is hierdie Ooreenkomms slegs van toepassing—

(a) op werknemers vir wie daar in klusule 4 van die Ooreenkomms gepubliseer by Goewermentskennissgewing No. R. 1902 van 2 September 1963, soos van tyd tot tyd gewysig, lane voorgeskrif word; en

(b) op vakleerlinge vir sover dit nie onbestaansbaar is nie met die Wet op Mannelkoeningspleiding, 1981, of 'n kontrak van vakleerlingskap daarkragtens aangegaan of voorwaardes daarkragtens gestel.

2. KLOUSULE 3: WOORDOMSKRYWING

(1) Vervang die omskrywing van "los werknemer" deur die volgende:

"los werknemer" 'n werknemer wat hoogstens twee dae tot 'n maksimum van 16 uur in 'n enkele week vir dieselfde werkgewer werk;".

(2) Vervang die omskrywing van "ondervinding" deur die volgende:

"ondervinding"—

(a) met betrekking tot 'n haarkapper, die totale tydperk of tydperke wat 'n werknemer in die Haarkappersbedryf in diens was;

(b) met betrekking tot 'n ontvangsklerk en/of telefoonis, die totale tydperk of tydperke wat 'n werknemer skryfwerk en/of tikwerk en/of enige ander vorm van kierklike werk verrig het, en/of as ontvangsklerk en/of kasier en/of telefoonis en/of kerkopassistent in diens was;

(c) met betrekking tot 'n operateur, die totale tydperk wat 'n werknemer die dié van 'n operateur in die Harkappersbedryf verrig het; of enige tydperk diens as 'n algemene assistent van sjompoë; en

(d) met betrekking tot 'n manikuris en/of skoonheidskundige, ondervinding in 'n bedryf of in ‘n opleidingscentrum wat deur die Raad erken word;".

(3) Skrap die omskrywing "algemene assistent".

(4) Voeg die volgende nuwe omskrywing in tussen die omskrywing van "minderjare" en "deeltyd":

"operateur" 'n werknemer wat enige van meer van die volgende werksaamhede verrig:

(a) Drye-, oplig- of verskuiwerk;

(b) perseel of gerei, hoenders, meubels of ander artikel en skoonmaak; en

(c) briefe, boodskappe of goedere te voet of met 'n hand of voet in gesprekke, voet oor voertuig; en

(d) fee of dergelijke dranke maak;

(e) handdeel of oorpakke of ander beskermende klere van stiky;

(f) sjampoeing; sluier; speie, rollers, knippies en enige ander sethulpmeidels verwys; klante voorberei vir bliekstaps of boekkies; spoelmeldeis van kleur sjampoe aanwend; klante onder droës plaas en klante onder droës uitneem;".

1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962, fell within the Magisterial District of Bellville, in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville, and in that portion of the Magisterial District of Somerset-West which, prior to 9 March 1973 (Government Notice No. 173 of 9 February 1973), fell within the Magisterial District of Wynberg.

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

(a) in respect of employees for whom wages are prescribed in clause 4 of the Agreement published under Government Notice R. 1902 of 2 September 1963, as amended from time to time; and

(b) to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract of apprenticeship entered into or conditions fixed thereunder.

2. CLAUSE 3: DEFINITIONS

(1) Substitute the following for the definition of "casual employee":

"casual employee" means an employee who is employed by the same employer for not more than two days up to a maximum of 16 hours in any one week;".

(2) Substitute the following for the definition of "experience":

"experience means"—

(a) in relation to a hairdresser, the total period or periods of service an employee has had in the Hairdressing Trade;

(b) in relation to a receptionist and/or telephonist, the total period or periods of employment which an employee has had in the following occupations, viz. writing and/or typing and/or any other form of clerical work, and/or as a receptionist and/or cashier and/or telephonist and/or sales assistant;

(c) in relation to an operator, the total period of employment during which an employee has performed the duties of an operator in the Hairdressing Trade; or any period of employment as a general assistant or shopkeeper;

(d) in relation to a manicurist and/or beauty culturist, experience in an establishment or training centre recognised by the Council;".

(3) Delete the definition "general assistant".

(4) Insert the following new definition between the definitions of "minor" and "part-time employee":

"operateur" means an employee who is engaged in any one or more of the following activities:

(a) Carrying, lifting or moving;

(b) cleaning, sweeping or washing premises or utensils, receptacles, furniture, or other articles;

(c) delivering letters, messages or goods on foot or by means of any vehicle propelled by hand or foot;

(d) making tea or similar beverages;

(e) washing or ironing towels or overalls or other protective clothing;

(f) shampooing; removing veils, pins, rollers, clips and any other setting aids; preparing clients for highlights or frost; applying rinses or colour shampoos; placing clients under driers and taking clients out from under driers;"
(5) Skrap die omskrivings "haarpapper", "haarapper", gekwalifiseer, en "haarapper, gekwalifiseer, verbeter, ".

(6) Voeg die volgende omskrivings in tussen die omskrivings van "manshaaraperry" en "Haarappersbedryf":

"haarpaker-beoegtheidsstoets, 'n haarpaker wat in die beoegtheidsstoets soos bepaal deur klusyle 11 geslaag het:

"haarpaker-verloop van tyd/fang diens in die bedryf, 'n werknermer—

(a) uitgesonder 'n minderjarige in klusule 4 (1) (d) bedoel of 'n vakleerling, wat een of meer van die werkzaamhede bedoel in die omskriving van 'toiletdienste' verrig:

(b) wat die Raad deur middel van 'n eksamen of andersins kan oortuig van haarvry bekwaamheid in dameshaaraperry—in hare snit, marcelkarijteling, setting, bleiking, blaaskarteling, kleuring, alle metodes van permanente karreteling en skoonheidskunde; en in manshaaraperry—in hare snit, sker, sjampoening (droog en olie), skehersnywer en blaaskarteling; of

(c) wat 'n kontrakt van vakleenerskap kragtens die Wet op Mannekragopleiding, 1981, uitgediend het, die bepalings van welke kontrakt verskyn het, maar wat nie in die ambagsstoets kragtens die Wet op Mannekragopleiding, 1981, geslaag het nie;

'haarpaker, gekwalifiseer,' 'n werknermer wat in die ambagsstoets kragtens die Wet op Mannekragopleiding, 1981, geslaag het en aan wie 'n sertiifkaat te dien effeke uitgereik is;

'haarpaker, gekwalifiseer, verbeter,' 'n werknermer wat in die ambagsstoets kragtens die Wet op Mannekragopleiding, 1981, geslaag het en aan wie 'n sertiifkaat te dien effeke uitgereik is en wat na kwalifisering een jaar praktiese ondervinding in 'n salon het;

'haarpaker—Meestersertiifkaat, 'n werknermer wat die Meestersertiifkaat uitgereik deur die S.A. Hairdressers' en Cosmetologists' Association verwerf het;

(7) Skrap die omskriving sjampoels.

3. KLOUSLE 4: LONE

(1) Vervang subklausule (1) deur die volgende:

"(1) Behoudens subklausule (2) mag geen werkgewer laer lone betaal en mag geen werknermer laer lone aanvaam nie as die volgende:

<table>
<thead>
<tr>
<th>Kolom A</th>
<th>Van die datum van inwerkingstelling van hierdie conventoms</th>
<th>Per maand</th>
<th>Per maand</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Haarpaper—verloop van tyd/fang diens in die Bedryf</td>
<td>540,50</td>
<td>621,58</td>
<td></td>
</tr>
<tr>
<td>(b) Haarpaper—beoegtheidsstoets</td>
<td>600,00</td>
<td>690,00</td>
<td></td>
</tr>
<tr>
<td>(c) Haarpaper, gekwalifiseer</td>
<td>690,00</td>
<td>793,50</td>
<td></td>
</tr>
<tr>
<td>(d) Haarpaper, gekwalifiseer, verbeter</td>
<td>977,50</td>
<td>1 124,13</td>
<td></td>
</tr>
<tr>
<td>(e) Haarpaper—Meestersertiifkaat</td>
<td>1 265,00</td>
<td>1 454,75</td>
<td></td>
</tr>
<tr>
<td>(f) Operateur</td>
<td>540,00</td>
<td>621,00</td>
<td></td>
</tr>
<tr>
<td>(g) Manukuir en/of skoonheidskundige</td>
<td>575,00</td>
<td>661,25</td>
<td></td>
</tr>
<tr>
<td>(h) Ontvangsklerk en/of telefoonk</td>
<td>575,00</td>
<td>661,25</td>
<td></td>
</tr>
<tr>
<td>(i) Dagmarne</td>
<td>747,50</td>
<td>859,63</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Column A</th>
<th>From the date of coming into operation of this agreement</th>
<th>Per month</th>
<th>Per month</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Hairdres—offluxion of time/fang service in the trade</td>
<td>540,50</td>
<td>621,58</td>
<td></td>
</tr>
<tr>
<td>(b) Hairdresser—competency test</td>
<td>600,00</td>
<td>690,00</td>
<td></td>
</tr>
<tr>
<td>(c) Hairdresser, qualified</td>
<td>690,00</td>
<td>793,50</td>
<td></td>
</tr>
<tr>
<td>(d) Hairdresser, qualified, improved</td>
<td>977,50</td>
<td>1 124,13</td>
<td></td>
</tr>
<tr>
<td>(e) Hairdresser—Master's Certificate</td>
<td>1 265,00</td>
<td>1 454,75</td>
<td></td>
</tr>
<tr>
<td>(f) Operator</td>
<td>540,00</td>
<td>621,00</td>
<td></td>
</tr>
<tr>
<td>(g) Manucuir and/or beauty culturist</td>
<td>575,00</td>
<td>661,25</td>
<td></td>
</tr>
<tr>
<td>(h) Receptionist and/or telephonist</td>
<td>575,00</td>
<td>661,25</td>
<td></td>
</tr>
<tr>
<td>(i) Thereafter</td>
<td>747,50</td>
<td>859,63</td>
<td></td>
</tr>
<tr>
<td>Kolom A</td>
<td>Van die datum van inwerkingtreding van hierdie ooreenkoms</td>
<td>Column A</td>
<td>From the date of coming into operation of this agreement</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------------------------------------</td>
<td>---------</td>
<td>-------------------------------------------------------</td>
</tr>
<tr>
<td>Per maand</td>
<td>Per maand</td>
<td>Per month</td>
<td>Per month</td>
</tr>
<tr>
<td>R per dag</td>
<td>R per dag</td>
<td>R per day</td>
<td>R per day</td>
</tr>
<tr>
<td>(i) Los haarkapper ..................</td>
<td>80,00</td>
<td>(i) Casual hairdresser ..................</td>
<td>80,00</td>
</tr>
<tr>
<td>(j) Los: Operator ..................</td>
<td>40,00</td>
<td>(j) Casual: Manicurist and/or beauty culturist ..................</td>
<td>40,00</td>
</tr>
<tr>
<td>Manikuris en/of skoonheids- ..........................</td>
<td>40,00</td>
<td>..........................</td>
<td>40,00</td>
</tr>
<tr>
<td>kundige ..................</td>
<td>40,00</td>
<td>Receptionist ..................</td>
<td>40,00</td>
</tr>
<tr>
<td>Onlangs diklief ..................</td>
<td>40,00</td>
<td>..........................</td>
<td>40,00</td>
</tr>
</tbody>
</table>

(2) Vawassing subklusule (8) (a) deur die volgende:

"(8), (a) Operateurs mag net in die volgende verhouding in diens geneem word:

Een operateur waar een haarkapper, gekwalificeerd, in diens is; en een operateur waar twee haarkappers, gekwalificeerd, in diens is; en twee operateurs waar drie haarkappers, gekwalificeerd, in diens is; en daarna een addisionele operateur vir elke addisionele twee haarkappers, gekwalificeerd.

4. **KLOUSULE 5: BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS**

Skrap subklusule (2) (f).

5. **KLOUSULE 6: WERKURE**

(1) Vawassing subklusule (4) deur die volgende:

"(4) Oortyd:

(a) Alle tyd gewerk wat 45 uur per week te bowe gaan, word geaag oortyd te wees: Met dien verstande dat indien 'n werknemer se gewone werkure minder is as 45 uur per week, enige tyd bo en behalwe sodanige normale gewone ure gewerk, geaag oortyd te wees: Met dien verstande voorts dat indien van 'n werknemer vereis word om 15 minute per dag bo en behalwe sy/haar normale gewone ure te werk vir afhandeling van die bediening van 'n klant, daardie tyd nie geaag word oortyd te wees nie.

(b) Beperking van oortyd: 'n Werkgewer mag nie van 'n werknemer vereis of hom/haar toelaat om meer as 10 uur per week oortyd te werk nie.

(c) Betaaling van oortyd: 'n Werkgewer moet aan elkeen van sy werknemers, ten opsigte van elke uur of gedeelte van 'n uur oortyd, minstens dubbelt die uurloon betaal wat sodanige werknemer ontvang. Die uurloon word bereken deur die werknemers se normale basiese weekloon deur 45 uur te deel: Met dien verstande dat indien 'n werknemer normaalweg minder as 45 uur per week werk, die weekloon gedeel word deur sodanige minder aantal ure om die uurloon te bepaal."
6. KLOUSULE 7: JAARLIJKSE VERLOF EN BESOLDING VIER JAARLIJKSE VERLOF

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

"(b) 'N Werknemer wat vyf jaar of langer in dieselfde salon gewerk het, ondanks enige verandering in die eienaarskap daarvan, is geregtig op 'n addisionele drie dae verlof in 'n bedyfseringt wat ses dage per week werk en 'n addisionele vyf dae verlof in 'n bedyfseringt wat vyf dage per week werk.'.

7. KLOUSULE 11: BEVOEGDEHDEZERTIFICAAT

In subklausule (2), vervang die uitdrukking "R50,00" deur die uitdrukking "R100,00".

8. KLOUSULE 16: UITGAWES VAN DIE RAAD, LEDEGELD AAN DIE S.A. HAIRDRESSERS' EMPLOYEES' INDUSTRIAL UNION (WESTERN CAPE BRANCH) EN DIE S.A. HAIRDRESSERS' AND COSMETOLOGISTS' ASSOCIATION (WESTERN CAPE DIVISION)

(1) Vervang subklausule (4) (b).

(2) In subklausule (4), hernommer paragraawe (c), (d) en (e) tot (b), (c) en (d).


11. Skrap Bylæ B van die Ooreenkoms.


13. KLOUSULE 26: SIEKEFONDS

(1) Vervang subklausule (2) deur die volgende:

"(2) Die Fonds moet gebruik word om siektesynd aan werknemers en werkende werkgewers op wie hierdie Ooreenkoms van toepassing is, te verleen gedurende tydperke van afwesigheid van die werk weens siekte, uitgesonderd siekte wat voortvuing uit of gepaard gaan met swangeskap behalwe soos subklausule (4) (ii) en (iv) voorgeskryf."
<table>
<thead>
<tr>
<th>Soort oliesade</th>
<th>Speelale belasting per ton (ETW ingesluit)</th>
<th>Special levy per ton (VAT included)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kind oliesedes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Gedopte eetgrondbone/Shelled edible groundnuts</td>
<td>R</td>
<td>11.00</td>
</tr>
<tr>
<td>2. Ongedopte eetgrondbone/Unshelled edible groundnuts</td>
<td></td>
<td>7.98</td>
</tr>
<tr>
<td>3. Gedopte petersgrondbone/Shelled crushing groundnuts</td>
<td></td>
<td>1.10</td>
</tr>
<tr>
<td>4. Ongedopte petersgrondbone/Unshelled crushing groundnuts</td>
<td></td>
<td>0.80</td>
</tr>
<tr>
<td>5. Sonneblomsaad/Sunflower seed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Eetmark sojabone/Edible market soya beans</td>
<td></td>
<td>15.40</td>
</tr>
</tbody>
</table>

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**DEPARTEMENT VAN MANNEKRAG**

No. R. 1861

3 Julie 1992

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**KLERASIENWERHEID, TRANSVAAL: WYSIGING VAN HOOFDOORENKOMS**

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepaling van die Ooreenkoms (hierna die Wysigingsoor- eenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Desember 1992 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsoorenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepaling van die Wysigingsoorenkoms, uitgesonde die vervat in kloosule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Desember 1992 eindig, bindend is vir alle werkgewers en werknemers as die genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in kloosule 1 van die Wysigingsoorenkoms gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

---

**BYLAE**

**NYWERHEIDSRAAD VIR DIE KLERASIENWERHEID (TRANSVAAL)**

HOOFOORENKOMS

in gevolg van die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Transvaal Clothing Manufacturers’ Association
(hierna die “werkgevers” of die “werkwegersorganisasie” genoem), aan die een kant, en die

South African Clothing and Textile Workers’ Union
(hierna die “werknemers” of die “vakvereniging” genoem), aan die ander kant.

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**DEPARTMENT OF MANPOWER**

No. R. 1861

3 July 1992

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**LABOUR RELATIONS ACT, 1956 (35 S)**

**CLOTHING INDUSTRY, TRANSVAAL: AMENDMENT OF MAIN AGREEMENT**

I, Glen Morris Edwin Carelse, Deputy 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 30 December 1992, upon the employers’ organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 December 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 Amending Agreement.

G. M. E. CARELSE,
Deputy Minister of Manpower.

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**SCHEDULE**

**INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)**

**MAIN AGREEMENT**

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

Transvaal Clothing Manufacturers’ Association
(hereinafter referred to as the “employers” or the “employees’ organisation”), of the one part, and the

South African Clothing and Textile Workers’ Union
(hereinafter referred to as the “employees” or the “union”), of the other part,
wat de partye is by die Hoofsecretaar vir die Klerasiënwerder (Transvaal),
tot wysiging van die Hoofsecretaar gepubliseer by Goewermentskennisgewing R. 3149 van 24 Desember 1991, 

1. TOEPASSINGSBESTEK VAN OOREENKOMS
(1) Hierdie Ooreenkomms moet nagekoms word—
(a) deur alle werkgevers wat lede van die werkgewersorganisasië is en by die Klerasiënwerder betrokke is en deur alle werknemers wat lede van die vakverenigings is en in die Klerasiënwerking werksaam is;
(b) in die provinsie Transvaal.
(2) Hierdie ooreenkomms is nie van toepassing op patroonmakers, patroongraadmeerders, voormanne en ambagsmanne wat meer as 15% meer as die minimum loon wat op hulle kategorie werk van toepassing is, verder nie.

2. KLOUSULE 4: LONE
Vervang klousule 4 (1) deur die volgende:

"4. LONE
(1) Behoudens subklousules 2 (a), 2 (b), (3), (5) en (6) van hierdie klousule is minstens die volgende weeklikse minimum lone betaalbaar aan ondervermelde kategorieë werknemers vanaf die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkomms en op elke betaaldag daarna: Met dié versteende dat leerlinge wie se loontegelykheid onderhoudsloos soos op 31 Desember 1991 hulle geregeld maak op 'n hoër loon ingevoeg die tabel hieronder, die verhoogde loon betaal word vanaf die eerste betaaldag na inwerkingtreding van die Ooreenkomms en op die betaaldag daarna:


<table>
<thead>
<tr>
<th>Kategorie</th>
<th>Beroep</th>
<th>Ge-kwalifieerd</th>
<th>9de</th>
<th>8ste</th>
<th>7de</th>
<th>6de</th>
<th>5de</th>
<th>4de</th>
<th>3de</th>
<th>2de</th>
<th>1ste</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>9de</td>
<td>8ste</td>
<td>7de</td>
<td>6de</td>
<td>5de</td>
<td>4de</td>
<td>3de</td>
<td>2de</td>
<td>1ste</td>
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<td>Pweek</td>
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<td>Pweek</td>
<td>Pweek</td>
</tr>
<tr>
<td>A</td>
<td>Patroonmaker en/of -graadaar</td>
<td>300,64</td>
<td>304,71</td>
<td>308,79</td>
<td>312,87</td>
<td>255,95</td>
<td>259,91</td>
<td>259,91</td>
<td>263,97</td>
<td>255,95</td>
<td>190,91</td>
</tr>
<tr>
<td>B</td>
<td>Afwerker</td>
<td>299,09</td>
<td>297,99</td>
<td>296,91</td>
<td>241,83</td>
<td>222,75</td>
<td>203,67</td>
<td>184,59</td>
<td>165,51</td>
<td>146,43</td>
<td>127,35</td>
</tr>
<tr>
<td>C</td>
<td>Werkstuikundige</td>
<td>291,89</td>
<td>273,43</td>
<td>255,17</td>
<td>236,91</td>
<td>218,65</td>
<td>200,39</td>
<td>182,13</td>
<td>163,87</td>
<td>145,61</td>
<td>127,35</td>
</tr>
<tr>
<td>D</td>
<td>Uitvoer, anbryer en/of h惔menaar, negatiefmaker, skermaker (graadooer), skermdukker, monitermyner</td>
<td>217,16</td>
<td>Q</td>
<td>Q</td>
<td>Q</td>
<td>Q</td>
<td>199,19</td>
<td>181,25</td>
<td>163,27</td>
<td>145,31</td>
<td>127,35</td>
</tr>
<tr>
<td>E</td>
<td>Naamsinwerkende, afwerker, operateur van 'n ketelkampe, omlysingskampe en/of naamsinwerkende, hensstoper, borduurkundige, borduurinwerkende (behartig boorduurmaatskapedieners); sietwerkende, kroesanker en/of handploeter, typer, fotonoomer, saamparer, nasienaar, perser van kleedingsstukke, assistantskermaker (graadooer), assistantskermdukker, donkerkamersassistent, mangles, tilskermaker, ood- en droogmaatskapedieners, skermkonstroleur, skermonteur, aansigwerkende en versierselsverpakker</td>
<td>184,00</td>
<td>Q</td>
<td>Q</td>
<td>Q</td>
<td>Q</td>
<td>169,83</td>
<td>155,67</td>
<td>141,51</td>
<td>127,35</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Assistantsboeghouer, fabriekskundige, magazijnman</td>
<td>233,05</td>
<td>Q</td>
<td>Q</td>
<td>Q</td>
<td>Q</td>
<td>210,04</td>
<td>197,02</td>
<td>184,00</td>
<td>127,35</td>
<td></td>
</tr>
<tr>
<td>G1</td>
<td>Ander persone nie elders vermeld nie, voorperser, perser van herde, dasse, pojamas en ander nag-kiere, hooie, felle, onderkante, brodies, vooroore, oppakke en bloesse soos ander kait, borduurwerk, opmaakwerk en handgemaakte pliuie, magazijnbeugroer, onderhoudsassistent, laagkapper, gewone naaimaker, operateur van 'n knipvoertaak, ritssluiting en/of pluimwerk, werknemer betrokke by die toepassing van boodskes en persers en fassiereorder volgens patroonplaat, algemene werker, appliekknapper, rotkrekker en/of merker en/of rammer, pluimwerker, borduurmaatskapedieners</td>
<td>153,11</td>
<td>Q</td>
<td>Q</td>
<td>Q</td>
<td>Q</td>
<td>144,42</td>
<td>138,73</td>
<td>133,04</td>
<td>127,35</td>
<td></td>
</tr>
</tbody>
</table>

VOORVERKRETE LOONSKALE VIR CLERASIEWERKERS (TVL) VIR DIE TYDPERK 92-01-01 TOT 92-06-30

1. SCOPE OF APPLICATION OF AGREEMENT
(1) The terms of this Agreement shall be observed—
(a) by all employers who are members of the employers' organisation and who are engaged in the Clothing Industry, and by all employees who are members of the trade union and who are employed in that industry;
(b) in the Province of the Transvaal.
(2) The terms of this Agreement shall not apply to pattern makers, pattern graders, foremen and artisans earning in excess of 15% above the minimum wage applicable to their category of work.

2. CLAUSE 4: WAGES
Substitute the following for Clause 4 (1):

"4. WAGES
(1) Subject to the provisions of subclauses 2 (a), (b), (3), (5) and (6) of this clause, not less than the following weekly minimum wages shall be paid to the undermentioned categories of employees from the first pay-day after the coming into operation of this Agreement and on each pay-day thereafter:

Provided that learners whose increased experience as at 31 December 1991 entitles them to a higher wage in terms of the table below shall be paid the increased wage from the first pay-day after the coming into operation of this Agreement and on each pay-day thereafter:
### Prescribed Wage Scales for Clothing Workers (TVL) for the Period 92-01-01 to 92-06-30

<table>
<thead>
<tr>
<th>Category</th>
<th>Description of occupation</th>
<th>Qualiﬁed 1st year exp.</th>
<th>9th 1st year exp.</th>
<th>8th 1st year exp.</th>
<th>7th 1st year exp.</th>
<th>6th 1st year exp.</th>
<th>5th 1st year exp.</th>
<th>4th 1st year exp.</th>
<th>3rd 1st year exp.</th>
<th>2nd 1st year exp.</th>
<th>1st 1st year exp.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>P/week</td>
<td>P/week</td>
<td>P/week</td>
<td>P/week</td>
<td>P/week</td>
<td>P/week</td>
<td>P/week</td>
<td>P/week</td>
<td>P/week</td>
<td>P/week</td>
</tr>
<tr>
<td>G2</td>
<td>Alle werknemers geldasiseer as G1 wat op 1987-12-31 geldasiseer was, behalwe algemene werk, applikatiewerk, naamwerk en/of marker en/of rammer...</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>H1</td>
<td>Voorman</td>
<td>152,58</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H2</td>
<td>Toegewys</td>
<td>268,53</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>H3</td>
<td>Ambaguasman</td>
<td>501,25</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H4</td>
<td>Arbeider, brokponder en/of kutselhoogler</td>
<td>169,56</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H5</td>
<td>Wieg</td>
<td>200,16</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H6</td>
<td>Droog en/of splitmekaart</td>
<td>194,40</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>H7</td>
<td>Droog en/of ophalen en/of splitmekaart</td>
<td>210,52</td>
<td></td>
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<td></td>
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<td></td>
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<tr>
<td></td>
<td>Monstergewerk</td>
<td>211,60</td>
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<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Notes:**
- G1 refers to the specific category of workers described in the table.
- The wage scales are based on years of experience, with the pay increasing as experience increases.
- The pay rates are stated in Rand (R).
3. KLOUSULE 6: KORPTTYD

(1) In subklausule (1), vervang die bedrag "R1,40" deur die bedrag "R2,80".


W. ARON,
Voorvoorzitter.

N. RATSHIDI,
Ondervoorsitter.

L. WANNENBURG,
Sekretaris.

No. R. 1862 3 Junie 1992

WET OP MANNEKRAGOOPLEIDING, 1981
(WET No. 56 VAN 1981)

LUGRUIMNYWERHEID OPLEIDINGSAAD: AANWYSING VAN AMBAGTE EN VOORSKRYWING VAN LEERVOORWAARDES

Eit, Glen Morris Edwin Carelse, Adjunkasmissie van Mannekr, handelende kragtens artikel 13 van die Wet cp Mannekragopleiding, 1991—


3. CLAUSE 6: SHORT TIME

(1) In subclause (1), substitute the figure "R2,80" for the figure "R1,40".

Signed at Johannesburg this 7th day of February 1992.

W. ARON,
Chairman.

N. RATSHIDI,
Vice-Chairman.

L. WANNENBURG,
Secretary.

No. R. 1862 3 June 1992

MANPOWER TRAINING ACT, 1961
(Act No. 56 OF 1981)

AEROSPACE INDUSTRY TRAINING BOARD: DESIGNATION OF TRADES AND PRESCRIPTION OF CONDITIONS OF APPRENTICESHIP

I. Glen Morris Edwin Carelse, Deputy Minister of Manpower, acting in terms of section 13 of the Manpower Training Act, 1981—

(a) hereby withdraw, with effect from the second Monday after the date of publication of this notice, Government Notice No. R. 1987 of 13 November 1970 (as applied by Government Notice No. R. 307 of 5 March 1971), as amended by Government Notices Nos. R. 1945 of 25 October 1974 (as applied by Government Notice No. R. 10 of 10 January 1975) and R. 1141 of 24 June 1977 (as applied by Government Notice No. R. 1810 of 9 September 1977): Provided that the clauses pertaining to period of apprenticeship, technical studies, payment of class, course and examination fees, trade tests and courses of training in the Conditions prescribed by the said Government Notice, shall remain applicable in respect of apprentices whose contract of apprenticeship was entered into prior to the date of coming into operation of this notice;
'Living Wage' march planned

PRETORIA. — Cosatu is to organise a march on the Union Buildings on Monday to demand a living wage for workers, it announced yesterday.

The organisation has also warned it would not be intimidated on the issue of mass action.

Business leaders this week formally opposed the proposed mass action campaign, warning that workers who participated in strikes would face disciplinary action. — Sapa
Strikers stage sleep-in at I & J’s canteen

Striking Irvin and Johnson factory workers in Springs have been sleep-in at the company canteen since last Monday after a demand for a 50 percent across-the-board increase was refused. Food and Allied Workers’ Union spokesman Clifford Mdalo said the sleep-in would continue until worker demands were met.

Mr Mdalo said a conciliation board had failed to resolve the dispute. Irvin and Johnson personnel manager Hank de Beer said the company had offered the strikers a 16.5 percent wage increase against their demands for a 25 percent rise.

"The present situation is that the union and the company have resumed negotiations on wages," Mr de Beer said. - East Rand Bureau.
R1 612 minimum pay at SA Brews

SA BREWKINES and the Food and Allied Workers Union (Fawu) have agreed on a 15% pay increase.

This year's wage talks were concluded well within the negotiation period — for the first time ever.

Fawu negotiator Ernest Buthelezi says the rise takes the minimum wage to R6,53 an hour — about R1,612 a month for a 40-hour week.

The minimum for those working a 40-hour week will be about R1,433 a month.

The relationship between SAB and the union has improved since the seven-week strike in 1990.

SAB public affairs manager Adrian Botha says negotiations were held in a positive fashion.

Mr Botha says: "This is the first time we have been likeable to conclude negotiations before the expiry of the current substantive agreement — and without any third party intervention."

Mr. Buthelezi is not entirely unhappy with the agreement, but says the union would have "preferred an agreement about 3% or 4% above the inflation rate."

Fawu did not push strongly for this because the union is also giving attention to improvements in non-wage issues — housing and medical aid.

These matters are being discussed in a separate forum.

Mr Buthelezi says "some progress" has been made.
Strike averted by last-minute talks

CAPE TOWN — A threatened strike by clothing workers to back wage demands has been averted at the 11th hour and the beleaguered clothing industry has been rescued from what employers say would have been a disastrous blow.

Finishing touches were being placed on agreements in the western Cape, Natal and Transvaal on Friday, with only the eastern Cape still plagued by indecision.

The agreements were reached in informal, closed door negotiations after the SA Clothing Workers' Union declared a formal dispute and workers staged a march.

Wage increases averaged 11%-12%, with packages ranging between 12,75% in the Cape and 13,5% in the Transvaal.

Cape Clothing Manufacturers' Association and Cape Knitting Industries Association executive-director Futer Cragg said the settlement was realistic in current economic conditions. Retrenchments were at record levels.

National Clothing Federation (NCF) figures showed that over the last eight months the number of manufacturers in the western Cape, Natal and Transvaal had fallen by 73, and more than 13 000 jobs had been lost.

The clothing, footwear and textiles index fell about 25% since July 1991.
Cragg said Cape employers, unlike those in Natal and Transvaal, would not accede to calls for the creation of a slack fund and for a guaranteed annual bonus.

Chief negotiator for Cape employers and Seardel industrial relations executive Johan Baard said employers had started out with a 5% offer and the union with a package which amounted to a 45% increase. A dispute was declared at the point...

Strike

where the unions proposed an increase of 22% and the employers 8%.
Baard said it was the first year since the industry had been exposed to "Costa-style negotiations" that the parties had reached a settlement without third party intervention. This augured well for the future of collective bargaining in the industry.
Meanwhile, five listed clothing and textile companies have disappeared from the JSE board over the last year. And many unlisted companies have gone under.

The two industries' circumstances have been made more difficult by an uncertain legal framework.
A new interim tariff and quota structure was introduced in May and was due to be amended again by the Board of Tariffs and Trade in the next few weeks. The long delay in instituting a new structure caused serious disruptions, industry sources said.
One analyst said this was a sector in deep trouble and a lot of the share prices were at "bombed-out" levels. But he added there was still relative value in some shares like Senator and Romatex.
Earlier this month, JSE-listed clothing retailer Focus Holdings was provisionally liquidated. Leeuwin Clothing, Trimmex, Flandi Holdings (DCM) and, last week, Debonair Group were other listed companies which collapsed.
Unispin was only saved from the brink by a R150m restructuring agreement with its bankers. Chairman Robert Wachserberger partly blamed the flood of cheap imports, estimated at 65% of the market.
Significant unlisted companies which fell by the wayside include Starter Clothing in Cape Town and Calypso, Triple-A, Daries Clothing and Nina Fashions in Durban, while Hebe Textiles in Hammarsdale and Scotford Mills in Ladysmith had been plagued by problems.
Employment over the last eight months had fallen to 102 000 from 116 000, NCF executive director Hennie van Zyl reported. This excluded the rural and homeland areas where 40 000 people worked.
Clothing output dropped 5% between November and June and 13% since the beginning of 1990. Van Zyl expected a further contraction up to the fourth quarter. Thereafter, positive growth was expected.
Poverty wages: Lonrho worst offender

LONDON. — Multinational Lonrho was the worst offender among 16 British companies which paid black South Africans less than the minimum of £175 (about R300) a month, says a report published yesterday by the Trades Union Congress. The congress is an umbrella organisation for Britain’s 7.5 million trade union members.

It said Lonrho paid 334 black employees below the minimum. Other companies at fault were Siebe (143), Hickson International (44), BPB Industries (34), Low and Bonar (27), Telcos Holdings (9), Hunting (3), T and N (1) and Wimpey (1).

Six other firms — Cadbury Schweppes, Courtaulds Textiles, GEC, Great Universal Stores, Marley and Suter — admit paying black staff below the code minimum but withheld the numbers, said the TUC.

The code level is calculated by the University of South Africa for a family of five. It is usually fixed at 90% above the poverty level. Frank Fehr paid five black workers less than the poverty rate, TUC said.

The number of firms providing training and with apprenticeships open to all races has dropped as has the number with policies to employ and promote black workers in supervisory and management jobs.

It was reported earlier that Lonrho chief Mr Tiny Rowland paid about R3m for former ANC president Mr Oliver Tambo’s mansion.
1. OBLIGATIONS OF THE TRAINEE HAIRDRESSER

The Trainee Hairdresser shall be physically fit, and shall have passed Standard VIII, and agrees—

1.1 to bind himself as a Trainee Hairdresser to the Employer in the Hairdressing Trade as a Trainee...........................................
Hairdresser for the period of training, viz .............................................. years;

1.2 to serve the Employer faithfully, honestly and diligently, to obey all lawful and reasonable commands and to satisfy the requirements of the Employer or of those duly placed in authority over him;

1.3 not to disclose or communicate to any person whomsoever any information relating to the business of the Employer;

1.4 not to be interested directly or indirectly, whether as a paid agent or an employee, in any business or undertaking other than that of the Employer and not to absent himself from his employment without the sanction of the Employer/Council;

1.5 to attend, in accordance with the training regulation requirements of the Council applicable to him, such classes or to take such correspondence courses or portions thereof as may be applicable for the purpose of receiving technical or other instruction; to take such examinations as may from time to time be conducted by the Council or, with its permission, by any relevant educational body in connection with such classes or courses; and to conduct himself at such classes or courses or examinations in a seemly manner and in accordance with good discipline;

1.6 to record daily in a logbook such particulars as may be prescribed by the Council of the training which he has received from the Employer and to furnish the Employer, as required, with a true copy of the recordings made in the logbook.

2. OBLIGATIONS OF THE EMPLOYER

The Employer agrees—

2.1 to bind himself to receive the Trainee Hairdresser for the period stated and to teach him efficiently or cause him to be taught efficiently in the category of the Trade specified in clause 1.1;

2.2 to pay such fees in respect of technical instruction as he may be required to pay in terms of any lawful requirements of the Council;

2.3 to remunerate the Trainee Hairdresser at a wage not less than the rate prescribed in terms of the Industrial Council agreement administered by the Council and in force at any time;

2.4 to endorse and sign this contract on completion of the period of training and to transmit it through the Secretary of the Council for noting of termination of training by the Council before handing it over to the Trainee Hairdresser as his property.

3. MUTUAL OBLIGATIONS OF THE PARTIES

It is further agreed between the parties to the contract that—

3.1 if the Employer is satisfied that the Trainee Hairdresser has committed a serious breach of the terms of his contract or that the Trainee Hairdresser has conducted or is conducting himself in an unseemly manner and contrary to good discipline and that such conduct is not conducive to his training, the Employer’s business or the attainment of the objects of this contract, whether during or outside his working hours or when attending classes or courses or taking examinations in accordance herewith or during his stay in any hostel, if such stay relates to his training, the Employer may forthwith suspend the Trainee Hairdresser for a period not exceeding the number of days which the Trainee Hairdresser ordinarily works in a week and shall report the matter to the Council within three days of the date on which he suspends the Trainee Hairdresser;

3.2 they will comply with any other relevant training conditions or modifications thereof or exemptions therefrom or relevant requirements of the Council not specifically mentioned herein;

3.3 they agree to the extension of this contract if, upon application by the Trainee hairdresser to the Council, such extension is granted by the Council. Provided that before granting any such extension of this contract the Council shall take into account any representations made to it by the Employer.

4. DEFINITIONS AND INTERPRETATION

In this contract any word importing the masculine gender shall include the feminine and the neuter; words importing the singular shall include the plural and “Council” shall mean the Industrial Council for the Hairdressing Trade (Natal).

Signed at .................................................. this .................................................. day of .................................................. 19 ....

AS WITNESSES:

1. ........................................................................................................

2. ........................................................................................................

.................................................................
Employer

.................................................................
Trainee Hairdresser
DEEL I

ALGEMENE VOORWAARDES VAN TOEPASSING OP HIERDIE HELE OOREENKOMS

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word deur werkgewers en werknemers in die Elektrotechniese Nywerhede -
(a) wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is; en
(b) wat betrokke is by of in diens is in die Nywerheid in die provinsie Natal, uitgesonderd enige gedeelte van daardie gebied wat binne die self-vragende gebied KwaZulu val.

(2) Ondanks subklausule (1), is hierdie Ooreenkoms van toepassing op vaklikeinge en kwekinge seleg vir so ver dit nie streng is met die Wet op Mannenkragopleiding, 1961, of met voorwaardes of kennisgewings wat daartegens voorbeskryf of bestel is nie.

(3) Vir die toepassing van hierdie Ooreenkoms word die "weeklikse loonskaal" van vaklikeinge, voorgeskryf kragtens die Wet op Mannenkragopleiding, 1961, as die weekloon van sodanige werknemers beskou en is die "uurloon" die weekloon soos hiertoe benaam, gedeel deur die gatelt gewone ure wat daar in die betroekte bedryfshetings gewerk word.

2. SPEISIALE BEPALINGS

Verga klausule 3 van die Herbekragtingsooreenkoms deur die volgende:

"3. SPEISIALE BEPALINGS


3. ALGEMENE BEPALINGS

Verga klausule 4 van die Herbekragtingsooreenkoms deur die volgende:

"4. ALGEMENE BEPALING

Die bepalings vervat in klausules 3 tot 8 (2) (a), 8 (2) (b) tot 17, 19 tot 33, 37 (1) en (2) en 38 tot 41 van Deel I en klausules 1 tot 7 van Deel II (soos gewysig by klausule 4 hieronder) van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers."

being the parties to the Industrial Council for the Electrical Industry (Natal),

PART I

GENERAL CONDITIONS APPLICABLE THROUGHOUT THIS AGREEMENT

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed by employers and employees in the Electrical Industry -
(a) who are members of the employers' organisation and the trade unions, respectively; and
(b) who are engaged or employed in the industry in the province of Natal, excluding any portions of that area falling within the self-governing territory of KwaZulu.

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

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

2. SPECIAL PROVISIONS

Substitute the following for clause 3 of the Re-enacting Agreement:

"3. SPECIAL PROVISIONS


3. GENERAL PROVISIONS

Substitute the following for clause 4 of the Re-enacting Agreement:

"4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 8 (2) (a), 8 (2) (b) to 17, 19 to 33, 37 (1) and (2) and 38 to 41 of Part I and clauses 1 to 7 of Part II (as amended by clause 4 hereunder) of the Former Agreement shall apply to employers and employees."
DEEL II

4. KLOUSULE 4: LONE EN/OF VERDIENSTES
Vervang klousule 4 deur die volgende:

"4. OPGAWE VAN LONE EN/OF VERDIENSTE
Geen laer lone as die onderstaande mag deur 'n werk- 
gewer betaal en deur 'n werknemer aanvaar word nie:

<table>
<thead>
<tr>
<th>Gebied A</th>
<th>Gebied B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per uur</td>
<td>Per uur</td>
</tr>
<tr>
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<td>Senti</td>
</tr>
<tr>
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<td>stelle</td>
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Sooos gemag, vir en namens die party by die Raad, op hede die 19de dag van Mei 1992 te Durban onderteken.

B. CARR,
Voorsitter van die Raad.

T. EVANS,
Ondervoorstater van die Raad.

L. A. DICKASON,
Sekretaris van die Raad.

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No. R. 2116 24 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

VERBETERINGSKENNISGEWING

MEUBELNWERK, GRENS: WYSIGING VAN SIEKTEBESVINDINGSVEREENIGINGS-OORENKOMS

Onderstaande verbetering aan Goewermentskennis-
gewing No. R. 1704 wat in die Staatskoerant No. 14060 van 26 Junie 1992 verskyn, word hierby vir algemene inligting gepubliceer:

In die Engelse teks van die Blye vervang die uitdrukking "dental services" in Klousule 4, sub-
klousule (1) (e) met die uitdrukking "optical services" waar dit in die eerste reël van die paragraaf voorkom.

---

No. R. 2118 24 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

WINKELHANDEL: HERNUWING VAN OORENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhou-
dinge, behoorlik daartoe gemag, deur die Minister 
van Mannekrag, verklaar hierby, kragtens artikel 48 (4) 
(a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat

PART II

4. CLAUSE 4: SCHEDULE OF WAGES AND/OR 
EARNINGS

Substitute the following for clause 4:

"4. SCHEDULE OF WAGES AND/OR EARNINGS

No employer shall pay and no employee shall accept 
wages at rates lower than the following:

<table>
<thead>
<tr>
<th>Area A</th>
<th>Area B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per hour</td>
<td>Per hour</td>
</tr>
<tr>
<td>Cents</td>
<td>Cents</td>
</tr>
<tr>
<td>Master electrician</td>
<td>1 623</td>
</tr>
<tr>
<td>Electrician and artisan</td>
<td>1 399</td>
</tr>
<tr>
<td>Elkonop 3</td>
<td>1 016</td>
</tr>
<tr>
<td>Elkonop 2</td>
<td>864</td>
</tr>
<tr>
<td>Elkonop 1</td>
<td>532</td>
</tr>
<tr>
<td>Domestic appliance repairer</td>
<td>656</td>
</tr>
</tbody>
</table>
| Driver of a vehicle, the unladen 
  mass of which is— 
  (a) up to 3 500 kg               | 585  | 497  |
  (b) from 3 501 kg to 9 000 kg   | 692  | 599  |
  (c) 9 001 kg and over           | 769  | 653  |
| Labourer                       | 459  | 389  |

Signed at Durban as authorised, for and on behalf of the parties to the Council, this 19th day of May 1992.

B. CARR,
Chairman of Council.

T. EVANS,
Vice-Chairman of Council.

L. A. DICKASON,
Secretary of Council.

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No. R. 2116 24 July 1992

LABOUR RELATIONS ACT, 1956

CORRECTION NOTICE

FURNITURE INDUSTRY, BORDER: AMENDMENT OF SICK BENEFIT SOCIETY AGREEMENT

The following correction to Government Notice No. 
R. 1704 appearing in Government Gazette No. 14060 
of 26 June 1992 is hereby published for general infor-
mation:

In the English text of the Schedule, substitute the 
expression "dental services" in Clause 4, sub-
clause (1) (e) with the expression "optical services" where it appears in the first line of the para-
graph.

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No. R. 2118 24 July 1992

LABOUR RELATIONS ACT, 1956

STOREKEEPING TRADE: RENEWAL OF 
AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, 
duly authorised thereto by the Minister of Manpower, 
hereby, in terms of section 48 (4) (a) (ii) of the Labour
die bepalings van Goewermentskennisgewing R. 1082 van 2 Junie 1956, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1992 eindig.

D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 2108
24 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIESIE NYWERHEID, COS-LONDEN: HERNUIWING VAN HOOFFOORENKOMS


D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 2117
24 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELENNYWERHEID, GRENS: WYSIGING VAN HOOFFOORENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby——

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkom (hierna die Wysigingsoor- eenkom 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 20 Maart 1993 eindig, bindend is vir die werkgewersorganisatie en werkners wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsoor- eenkom, uitgesonderd dié vervat in klauseuls 1 (1) (a) en 5 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 20 Maart 1993 eindig, bindend is vir alle ander werkgewers en werkners 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 klauseul 1 van die Wysigingsoor- eenkom gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

Relations Act, 1956, declare the provisions of Government Notices R. 1082 of 2 June 1992, to be effective from the date of publication of this notice and for the period ending 30 September 1992.

D. VAN DER WALT,
Director: Labour Relations.

No. R. 2108
24 July 1992

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY, EAST LONDON: RENEWAL OF MAIN AGREEMENT


D. VAN DER WALT,
Director: Labour Relations.

No. R. 2117
24 July 1992

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, BORDER: AMENDMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 20 March 1993, upon the employers' organisation and the trade union which entered into the amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 5, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 20 March 1993, 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.
DEEL I

BEPALINGS VAN TOEPASSING OP DIE NYWERHEID ORAL IN DIE GEBIEDE WAT DEUR DIE OOREENKOMS GEDUREK WORD, TENSY DIE TEENOORGESTELDE GEMELD Word

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkomms moet nagekomen word in die Meubelnywerheid, Grens—

(a) deur alle werkgewers wat lede is van die werkgewers-organisasie en deur alle werknemers wat lede is van die vakvereniging en wat onderneemers of betrokke is by of werkzaam is in genoemde nywerheid;

(b) in die landdrosdistrikte Albert, Alivil-Noord, Fort Beaufort (uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennisgewing No. 1904 van 30 Augustus 1985 in die landdrosdistrik Stockenström geval het), Oos-Londen (uitgesonderd die gedeeltes wat voor die publikasie van Goewermentskennisgewings Nos. R. 1877 van 4 September 1981, R. 1079 van 10 June 1988 en 2354 van 5 Oktober 1988 in die Ciskei gelat het), Queenstown (uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennisgewing No. 1904 van 30 Augustus 1985 in die landdrosdistrik Stockenström geval het) en Stutterheim (uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennisgewing No. 2354 van 5 Oktober 1989 in die landdrosdistrik Stutterheim geval het).

(2) Ondanks subklausule (1) is hierdie Ooreenkomms van toepassing—

(a) slegs op werknemers vir wie minimum lone in hierdie Ooreenkomms voorgestel word;

(b) op vaktekening in die mate waarin dit nie onbetaalbaar is met die Wet op Mensekragsopleiding, 1981, of met en kontrak daarkragte aangegaan of voorwaardes daarvolgens vastgestel nie.

2. ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtingsooreenkomms deur die volgende:

"4. ALGEMENE BEPALINGS

Klousules 3 tot en met 9 (4) (b), 9 (4) (d) tot en met 19, 21, 24 tot en met 27 en 29 tot en met 39 van Deel I, Deel II en Klousule 1 tot en met 3 (6) (a) en 3 (6) (c) tot en met 12 van BORDINDSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY

MAIN AGREEMENT

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

BORDER INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY

main agreements, the "employers" or the "employers' organisations") of the one part, and the

NATIONAL UNION OF FURNITURE AND ALLIED WORKERS OF SOUTH AFRICA

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the Border Industrial Council for the Furniture Manufacturing Industry.


PART I

PROVISIONS APPLICABLE TO THE INDUSTRY THROUGHOUT THE AREAS COVERED BY THE AGREEMENT, UNLESS THE CONTRARY IS STATED

1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union and who are engaged or employed respectively in the said industry;

(b) within the Magisterial District of Albert, Alivale North, East London (excluding those portions which prior to the publication of Government Notices Nos. R. 1877 of 4 September 1981, R. 1079 of 10 June 1988, and 2354 of 5 October 1988 fell within the Ciskei), Fort Beaufort (excluding that portion which prior to the publication of Government Notice No. 1904 of 30 August 1985 fell within the Magisterial District of Stockenström) Queenstown (excluding that portion which prior to the publication of Government Notice No. 1904 of 30 August 1985 fell within the Magisterial District of Stockenström) and Stutterheim (excluding that portion which prior to the publication of Government Notice No. 2354 of 5 October 1990 fell within the Magisterial District of Stutterheim).

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

(a) only to employees for whom minimum wages are prescribed in this Agreement;

(b) to apprentices only in so far as the said terms are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any condition fixed thereunder.

2. GENERAL PROVISIONS

Substitute the following for clause 4 of the Re-enacting Agreement:

"4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 9 (4) (b) inclusive, 9 (4) (d) to 19 inclusive, 21, 24 to 27 inclusive and 29 to 39 inclusive of Part I, Part II, and clauses 1 to 3 (6) (a) inclusive of Part III of this Agreement are hereby amended to read as follows:

"4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 9 (4) (b) inclusive, 9 (4) (d) to 19 inclusive, 21, 24 to 27 inclusive and 29 to 39 inclusive of Part I, Part II, and clauses 1 to 3 (6) (a) inclusive of Part III of this Agreement are hereby amended to read as follows:
Deel III van die Vorige Ooreenkoms soos van tyd tot tyd herbekragtig en gewysig, verleng en hernieu, is van toepassing op werkgewers en werknemers:‚.

3. **WOORDOMSKRYWING**

In subklousule (1), skrap die omskrywing van "tydelike werknemer".

4. **KLOUSULE 16: UITGAWES VAN DIE RAAD**

Vervang die uitdrukking "24c" deur die uitdrukking "28c".

5. **KLOUSULE 20: VAKVERENIGINGVEREENWOORDIGERS IN DIE RAAD**

Vervang klousule 20 deur die volgende:

"20. VAKVERENIGINGVEREENWOORDIGERS IN DIE RAAD

Elke werkgewer moet aan al sy werknemers wat verteenwoordigers in die Raad is, alle redelike facilitéte verleen om hul pligte na te kom in verband met vergaderings van die Raad, en om ten minste drie volle Raadsvergaderings per jaar by te woon met volle besoeding.".

6. **KLOUSULE 24: LONE**

(1) In subklousule (2) (a), vervang die uitdrukking "20 Maart 1991" waar dit die eerste twee keer voorkom deur die uitdrukking "20 Maart 1992", en vervang die uitdrukking "20 Maart 1990" deur die uitdrukking "20 Maart 1991".

(2) In subklousule (2) (b), vervang die uitdrukking "20 Maart 1991" deur die uitdrukking "20 Maart 1992" en die uitdrukking "20 Maart 1991" deur die uitdrukking "20 Maart 1992".

7. Voeg die volgende klousule in na klousule 39:

"40. MENSILKEHEDSVERLOF

In die geval van die dood van 'n geregisterde afhanklike is die werknemer geregistreer op twee die mensilkeheidsverlof met volle besoeding.".

8. Voeg die volgende klousule in na klousule 40:

"41. DISSIPLINÊRE KODE EN PROCEDURE EN GRIEWPROCEDURE

(a) Dissiiplinêre Kode en Proceduré:

1. **Inleiding:**

1.1 Dit is die Bestuur se reg om tugstappe te doen, en die dissiplinêre kode en proceduré is 'n handhavings vir sowel die Bestuur as vir die werknemers, om te verseker dat die tugstappe blyklik is.

1.2 Tugstappe moet, waar moontlik, voorligting en bystand aan die werknemer verleen, sodat die nodige gedragstandaard of werkvorming verkry of verbeter kan word. Sodanige stappe moet so spoedig moontlik na die gebeure gedoen word.

1.3 'n Volledige dissiplinêre verhoor moet gehou word waar die moontlikheid van ernstige tugstappe bestaan.

1.4 Werknemers wat onderworpe is aan tugstappe, kan deur 'n medewerker, 'n werkweekenverteenwoordiger of 'n vakvereniging bepaalde bygestaan of verteenwoordig word.

2. **Dissiplinêre kode:**

Voorbeeld van geringe werkprobleme wat tot tugstappe kan lei:

Onbevredigende werk; swak bywoning; gebruik van beledigende taal, onsenooıts.

and 3 (6) (c) to 12 inclusive of Part III of the Former Agreement, as re-enacted and amended, extended and renewed time to time shall apply to employers and employees:.

3. **DEFINITION**

In subclause (1) delete the definition of "temporary employee".

4. **CLAUSE 16: EXPENSES OF THE COUNCIL**

Substitute the expression "28c" for the expression "24c".

5. **CLAUSE 20: TRADE UNION REPRESENTATIVES ON THE COUNCIL**

Substitute the following for clause 20:

"20. TRADE UNION REPRESENTATIVES ON THE COUNCIL

Every employer shall grant to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with meetings of the Council and to attend a minimum of three full Council meetings per calendar year on full pay."

6. **CLAUSE 24: WAGES**

(1) In subclause (2) (a), substitute the expression "20 March 1992" for the expression "20 March 1991" in the first two instances in which it occurs and substitute the expression "20 March 1991" for the expression "20 March 1990".

(2) In subclause (2) (b), substitute the expression "20 March 1992" for the expression "20 March 1991" and substitute the expression "20 March 1992" for the expression "20 March 1991".

7. Insert the following clause after clause 38:

"40. COMPASSIONATE LEAVE

In the event of the death of a registered dependant an employee shall be entitled to two days' compassionate leave on full pay."

8. Insert the following clause after clause 40:

"41. DISCIPLINARY CODE AND PROCEDURE AND GRIEVANCE PROCEDURE

(a) Disciplinary Code and Procedure:

1. **Introduction:**

1.1 It is Management's right to take disciplinary action and the disciplinary code and procedure are a guide to both Management and employees to ensure that disciplinary action is fair.

1.2 Disciplinary action will, wherever possible, consist of instruction and assistance to the employee in order that the required standard of behaviour or performance may be attained and surpassed. Such action will be taken as soon after the event as possible.

1.3 Wherever the possibility of severe disciplinary action exists, a full disciplinary enquiry will be held.

1.4 Employees subject to disciplinary action may be assisted, or represented, by a fellow employee, a shop steward or a trade union official.

3. **Disciplinary code:**

Examples of minor work problems which may result in disciplinary action:

Unsatisfactory work; poor timekeeping; use of abusive language etc.
Voorbeeld van ernstiger werkprobleme wat tot tugstappe kan lei:

Die gebruik of besit van, of onder die invloed wees, van alkohol of ander nie-voorgekiese dwelmiddels; diéristol of die onwettige besit van die maatskappy se elendom; ongemagigde afwesigheid; versuim om veiligheidsmaatregels na te kom; aanranding, ensovoorts.

3. Dissiplinêre procedure:

3.1 Waar ook al moontlik, moet toenemende dissiplinêre toegepas word: Mondellinge voorligting moet gegee word en as geen verbetering vorendag kom nie, moet strenger tugstappe dan gedoen word.

3.2 Indian ernstiger werkprobleme egter ontstaan, kan ernstiger tugstappe waarskynlik gedoen word wat by die eerste geleentheid dat dit aanleiding kan gee tot 'n finale skriftelike waarskuwing of selfs ontslag kan lei.

Beweë deur werknemer ____________________________________________

Getuie: __________________________________________________________

Getuie: __________________________________________________________

Getuie: __________________________________________________________

Getuie: __________________________________________________________

Beslissing van Voorsitter van die ondersoek __________________________________________________________

Getuienis ter verslagting _____________________________________________

Stappe gedoen _________________________________________________________

Werknemer in kennis gestel van sy reg om appel binne 48 uur aan te teken. _________________________________________________________ Datum/tyd

Handtekening van Voorsitter: ________________________________

(b) Grievewprosedure:

1. Inleiding

1.1 Dit is in belang van beide die Bestuur en die werknemers dat griewe soos spoedig moontlik, deur die grieweprosedure opgelos word.

1.2 'n Grief is enige ontwredenheid of gevoel van onreg deur 'n werknemer, en wat uit 'n werksituasie spruit.

1.3 By die indiening van 'n grieve, kan 'n werknemer deur 'n medewerker bygestaan word.

1.4 'n Werknemer sal nie deur die indiening van 'n grief gevittimiseer word nie, en sy gewone basiese loon, ensovoorts, moet aan hom betaal word terwyl hy gedurende gewone werkure aan die oplossing van 'n grief desineer.

1.5 Die grieweprosedure moet nie deur 'n werknemer gebruik word vir die doel om—

1.5.1 'n ooreenkoms wat tussen die Maatskappy en die vakvereniging aangegaan is, of die prosedure van die Dissiplinêre Kode, te wysig nie;

1.5.2 kollektiewe bedinging van besoldiging of diensvoorwaardes te verkry nie;

1.5.3 'n dissiplinêre of ontsiaggaangeleenthed te verwerk nie;

Examples of more serious work problems which may result in disciplinary action:

Using, possessing or being under the influence of alcohol or other non-prescribed drugs; theft or unauthorised possession of Company property; unauthorised absence; failure to obey safety rules; assault etc.

3. Disciplinary procedure:

3.1 Wherever possible, progressive discipline will be applied: verbal counselling will be given and if no improvement is forthcoming, more severe disciplinary action will then be taken.

3.2 However, when more serious work problems have arisen, disciplinary action is likely to be more severe and could on the first occasion be a final written warning or even dismissal.

Evidence brought by employee _________________________________________

Witness ____________________________________________________________

Witness ____________________________________________________________

Witness ____________________________________________________________

Witness ____________________________________________________________

Decision of enquiry Chairman _________________________________________

Evidence of mitigation ________________________________________________

Action taken _________________________________________________________

Employee advised of right of appeal within 48 hours.

Signature of Chairman ________________________________________________ Date/time

(b) Grievance procedure:

1. Introduction:

1.1 It is in the interests of both Management and employees that grievances are resolved as speedily as possible through the grievance procedure.

1.2 A grievance is any dissatisfaction or feeling of injustice which an employee may feel and which arises from the work situation.

1.3 In submitting a grievance an employee may be assisted by a fellow employee.

1.4 An employee will not be victimised for submitting grievances and his normal basic wage, etc., shall be paid to him while he is participating in the resolution of a grievance during normal working hours.

1.5 The grievance procedure shall not be invoked by an employee for the purpose of—

1.5.1 amending any agreement entered into between the Company and the trade union, or the Disciplinary Code of Procedure;

1.5.2 collective bargaining on remuneration or the conditions of service;

1.5.3 processing a disciplinary or dismissal matter;
1.5.4 enige aangeleentheid met betrekking tot die Wet op Masjinerie en Beroepsveiligheid te opeer nie.
1.6 'n Grief moet ingediend word binne vyf dae, vanaf die gebeure wat aanleiding gegee het tot sodanige grie.
2. Stappe van die grieieweprocedure
2.1 Die werkner moet die grieie by sy onmiddellike meerdere opper.
2.2 Die werkner moet se onmiddellike meerdere moet die grieieworm vottul en probeer om die saak binne twee dae, of 'n ander wedersydse aanvaarbare tydperk, op te los.
2.3 Indien die werkner se onmiddellike meerdere nie die saak kan oplos nie, moet die saak na die Bestuurder verwys word.
2.4 Indien die grieie nie binne twee dae opgelos is nie, moet enige verdere onderzoek en die redes vir die mislukking om die grieie op te los, op skrif gestel en aan die departementsbestuurder oorhandig word, wat weer op sy beurt in 'n poging om die grieie op te los, getuens kan aanhoo, of 'n vergadering kan belé met, enige van of al die partye wat betrokke is by die soort en wat dan moet probeer om die grieie binne vyf werksdae na afloop van die vorige vergadering, op te los.
2.5 Indien die grieie na vyf werksdae onopgelos is, moet die departementshoof enige bykomende beskuldigings en die redes vir die mislukking om die grieie op te los, op skrif stel en de saak na 'n senior bestuursvertevenger van die Maatskappy verwys, wat dan weer al die nodige stappe moet doen om die grieie op te los, en getuens kan aanhoo, of 'n vergadering belé met enige van of al die partye wat by die saak betrokke is.
2.6 Die finale besluit moet op skrif gestel en 'n afskri af die werkner, wat die grieie aanhangig gemaak het, gegee word.

GRIEIEWORM
Werkner
Datum
Besonderhede van grieie
Optrede waartoe ooreengekome
Handtekening van Toesigheuer
Handtekening van werkner

9. DEEL II VAN DIE VORIGE OOREENKOMS
Vervang Deel II deur die volgende:
“DEEL II
LONE

Grade I
1. Werknemers in diens in enige van of al die werksonders ordinances in die Meubelindustry word verryig ondersoek die werksonders in klusules 5 tot 15 van hierdie Deel bedoel, maar met inbegrip van voormanne en/of toesigheuers:

Sent per uur
Gedurende die tydperk einde 20 Maart 1993

Cents per hour
During period ending 20 March 1993

9. PART II OF THE FORMER AGREEMENT
Substitute the following for Part II:

“PART II
WAGES

Grade I
1. Employees engaged in any or all of the operations performed in the Furniture Manufacturing Industry, with the exception of the employees referred to in clauses 5 to 15 of this Part, but including foremen and/or supervisors:

580

580
| Grade 1L1: Vor die eerste jaar diens: 466 sent per uur; |
| Grade 1L2: Vor die tweede jaar diens: 494 sent per uur; |
| Grade 1L3: Vor die derde jaar diens: 523 sent per uur; |
| Grade 1L4: Vor die vierde jaar diens: 548 sent per uur; |
| daarna, die loon by klousule 1 voorgeskryf. |

3. (a) Jeugdige manlike werknemers in diens in 'n ambag of tak van 'n ambag aangeweë kragtens die Wet op Marine-
kragsopleiding, 1981, moet die loon betaal word wat ingevolge daardie Wet vir die toepaslike leergar voorgeskryf word.
(b) Alle ander jeugdige: Die minimum loon voorgeskryf vir volwasse werknemers werkzaam in dieselfde klas werk.

4. (a) Werknemers wat metaal- en wieldewerk verrig, uitgesonderd puntwisselwerk; en
(b) werknemers wat masjienlike onderhou:

<table>
<thead>
<tr>
<th>Sent per uur</th>
</tr>
</thead>
<tbody>
<tr>
<td>580</td>
</tr>
</tbody>
</table>

Gedurende die tydperk eindigende 20 Maart 1993 ........................................... 580

**Graad II**

5. (a) Werknemers wat die volgende werk verrig:

1. Beddegoedemakery, d.w.s. die vervaardiging met die hand of 'n mechaniese toestel, hetsy in die geheel of gedeeltelik, van alle soorte matrasses gevul met klapperhaar, haar-
lok, vlokkiekapok, katoenwate, hare, vesel, wol, vee, gras, kal, strooi, rubber of 'n ander soortgelyke stof; of 'n kombin-
aanse van veenbinnensies, alle soorte draadverre, ketting-en/of spiraalverre, volspiraalverre, masjienverre, heliese verre, alle soorte vere en/of veereenhede; kopkussings, stolkkussings, peule, bommatrusses, kwetse, vaslaan en/of vlashaak van veenmatrasdegrade, kettingveermaasse, spiraalverre en heliese verre aan rame vir bedbedeg, maar uitgesonderd die diverse werkzaamhede in subklousules (b) en (c) bedoel.

2. Veevoarmaakwerk kies:

3. Vulsel in matrasslof instop, hetsy met die hand of 'n masjien:

4. Stryf stik;
5. Kwasieismaak, hetsy met die hand of 'n masjien;
6. 'n Randklikmenasies bedien;
7. 'n Bo-kwiltmasjien bedien;
8. Rame en rollers vir die bo-kwiltmasjien gereed maak;
9. Vervligte kussinieke aan veereenhede vassit, -stik of kram, hetsy met die hand of 'n masjien;
10. Stolkussings met veenbinnensies en/of veereenhede vull;
11. Vulsel op 'n veereenhed uitspel;
12. Matrasbostukkie, hetsy gekwik of nie, in 'n posisie vassit om 'n vooraf geboude binnensie of veenmatras te bou;
13. Bande aan die kante van 'n binnawermatras stik;
14. Rolomrandwerk met die hand of 'n masjien:

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**Grade II**

5. (a) Employees engaged in—

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

2. Weaving of spring mesh;
3. Stuffing filling into mattress cases, whether by hand or machine;
4. Side stitching;
5. Tufting, whether by hand or machine;
6. Operating a border quilting machine;
7. Operating a top quilting machine;
8. Preparing frames and rollers for the top quilting machine;
9. Securing, sewing or stapling interfaced pads to spring units, whether by hand or machine;
10. Filling of cushions with spring interiors and/or spring units;
11. Laying out filling material upon a spring unit;
12. Securing mattress tops, whether quilted or not, in a position for building a prebuilt interior or spring mattress;
13. Tape ending a spring interior mattress;
14. Roll edging by hand or machine:

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During the period ending 20 March 1993 ............ 446

(b) Employees engaged in spot welding:

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During the period ending 20 March 1993 ............ 446

(o) Employees employed as despatch clerks or storemen:

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<th>Cents per hour</th>
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During the period ending 20 March 1993 ............ 446
(d) Leerlinge in diens om die klasse werk bedoel in klousule 5 (a) te leer:

Gedurende die eerste jaar waarin hierdie Coerenkoms in werking tree:

Per week:

Graad 2L1: Vir die eerste ses maande diens: 367 sent per uur;

Graad 2L2: Vir die tweede ses maande diens: 399 sent per uur;

daarna, die loon voorgeskryf vir 'n werknemer in diens in werk in klousule 5 (a) bedoel.

6. Werknemers wat die volgende werk verrig:

Alle masjiene bedien waar sodanige masjiene deur 'n masjienstelte of 'n toegewysheer ingestel is, alle herhalingsloffeerwerk (maar nie herstoflofferwerk, prototipe en enkeltipe werk nie), sprekspuite bedien, gordynrolleties en rolwielletjies aanbring en alle herhalingsmonteerwerksoormhede:

Sent per uur

Gedurende die tydperk eindigende 20 Maart 1993 ................................................ 446

7. Leerlinge in diens om die werksoormhede bedoel in klousule 6 te leer:

Gedurende die eerste jaar waarin hierdie Coerenkoms in werking tree:

Per week:

Graad 2L1: Vir die eerste ses maande diens: 367 sent per uur;

Graad 2L2: Vir die tweede ses maande diens: 399 sent per uur;

daarna, die loon voorgeskryf vir 'n werknemer in diens in werk in klousule 6 bedoel.

Graad III

8. Werknemers wat die volgende werk verrig:

(1) 'n Werksoormheid of proses, hetse in die geheel of gedeeltelik, met die hand of 'n mekaniese toestel, in gipsateek; stik en/of aanmekeaanwerk van oorleekse, teen stroek, stoelkussings, koorde, gordynkappe of paule, maar nie die sny van oorleeksels nie;

(2) knoep aan verwyderbare en/of los stoelkussings vaswerk;

(3) gimp en/of galon en/of stolfplooisel vassit, maar nie vaskram en/of met hegspykers vasslaan nie:

Sent per uur

Gedurende die tydperk eindigende 20 Maart 1993 ................................................ 351

9. Werknemers wat die volgende werk verrig:

(1) Alle stikwerk nodig by die vervaardiging van bostukke, rande, matraslope, atelieerbankoortreksels en komponente;

(2) matraschrantvatsels aan rande stik;

(3) gekwite rande aan matraschenhede stik vóór die vasstik van kantbande;

(4) die bek van 'n matras met die hand of a masjien toewerk;

(5) randleengtes aanmekaanwerk;

(6) kopkussings, stoelkussings en paule toewerk;

(7) bostukke, rande en slope utsny:

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Gedurende die tydperk eindigende 20 Maart 1993 ................................................

(d) Learners employed in learning the classes of work referred to in clause 5 (a);

During the first year in which this Agreement comes into operation:

Per week:

Grade 2L1: For the first six months of employment: 367 cents per hour;

Grade 2L2: For the second six months of employment: 399 cents per hour;

thereafter, the wage prescribed for an employee engaged on work referred to in clause 5 (a).

6. Employees engaged in—

operating all machines where such machines have been set by a setter or supervisor, all repetitive upholstery work (but excluding re-upholstery, prototypes and one off work), operating spray guns, curtain and roller casters and all repetitive assembly operations:

Cents per hour

During the period ending 20 March 1993 ............... 446

7. Learners employed in learning the operations referred to in clause 6:

During the first year in which this Agreement comes into operation:

Per week:

Grade 2L1: For the first six months of employment: 367 cents per hour;

Grade 2L2: For the second six months of employment: 399 cents per hour;

thereafter, the wage prescribed for an employee engaged on work referred to in clause 6.

Grade III

8. Employees engaged in—

(1) any operation or process, in whole or in part, performed by hand or mechanical appliance, in slipstitching; sewing and/or joining covers, flaps, cushions, cords, pelments or bolsters, but excluding the cutting of covers;

(2) buttoning of removable and/or loose cushions;

(3) affixing gimp and/or braid and/or box pleating, but excluding the stapling and/or tacking thereof:

Cents per hour

During the period ending 20 March 1993 ............... 351

9. Employees engaged in—

(1) all sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts;

(2) sewing mattress handles to border;

(3) sewing quilted borders onto mattress units prior to tape edging;

(4) closing up by hand or machined the mouth of a mattress;

(5) joining border lengths;

(6) closing pillows, cushions and bolsters;

(7) cutting tops, borders and cases:

Cents per hour

During the period ending 20 March 1993 ............... 351
10. Leerlinge in diens om die klasse werk bedoel in klus-
sules 8 en 9 te leer:
Per week:
Graad 3L1: Vir die eerste ses maande diens: 332 sent per
uur;
Graad 3L2: Vir die tweede ses maande diens: 340 sent per
uur;
daarna, die loon voorgeskyf vir 'n werknemer in diens in
werk in klusules 8 en 9 bedoel.
11. Werknemers wat die volgende werk verrig:
(1) Klaargemaakte rottingmatte vassit;
(2) 'n enkeiroskuurder, oopskyskuurder, toekruurder en
luggewulke skuurder opstel en bedien;
(3) gate boor;
(4) slegs met die tapmasjiëns taggate sny;
(5) die skarnier unethicalasjiërs bedien om uithollings vir
slotte en skarniere te sny;
(6) stoelkussings met veerbinnewerk en/of veerenehede
vul;
(7) 'n tappinvoegmasjiërs bedien;
(8) hangarbout insteek en 'n poot vassvout of inskroef,
maar nie die vassvout van die plaat en/of hegstuk aan die raam-
werk waaraan die hangarbout moet kom nie;
(9) 'n kantfineermasjiërs bedien, maar nie kantlyste aansit
nie;
(10) met 'n masjiërs skuur, maar nie met 'n twee- en dierol-
en kombinasiol-en-band-skuurder nie;
(11) hout- en metaalatlate en dwarsstawe aan rame vir stof-
feerwerk in posisie plaa:

| Sent per  |
| hour     |

Gedurende die tydperk eindigende 20 Maart 1993 .................. 351

Graad IV
12. Werknemers wat die volgende werk verrig:
(1) Vasbout;
(2) houtappene en -penne met die hand en/of 'n masjiërs
maak en/of spits maak;
(3) met die hand en/of 'n draagbare skuurder skuur, on-
gesig of die artikels wat geskuur word, stilstaan of draai;
(4) soidede hout met die hand of d.m.v. 'n meagiese
proses buig;
(5) gate of barste in meubels met houtvsul of soortgelyke
stowwe vul;
(6) bedysters, kepsels en sokke vir rolwielatles vassit;
(7) was aanwend;
(8) rande verf en/of vul;
(9) deure en toebehore afhaal voordat dit vir poleerwerk
gereegdemaak word;
(10) met gips of 'n ander vulstof vul;
(11) meubels met sure of 'n ander bleikmiddel bleik;
(12) 'n gepolierde oppervlak stippel;
(13) slegs met die hand bels, oie, vul en/of vernuwe;
(14) webbad en/of plaasvervangers aansit, maar nie
spiraalende waswoel nie;
(15) taaghou of hardebord aan los sitplekke vir stoffeer-
werk vassypker;
(16) metaal bespuit;
(17) riempieswerk;
(18) keliese vere en/of ketting- en/of sigsaag- of niedersak-
tipe veerwerk aannaa;

10. Learners employed in learning the classes of work
referred to in clauses 8 and 9:
Per week:
Grade 3L1: For the first six months of employment: 332
cents per hour;
Grade 3L2: For the second six months of employment: 340
cents per hour;
thereafter, the wage prescribed for an employee engaged
in work referred to in clauses 8 and 9.
11. Employees engaged in—
(1) fixing up of ready-made cane mats;
(2) setting up and operating single-drum sander, opendisc
sander, bobbin sander and air-filled sander;
(3) boring holes;
(4) morticing on the mortise machine only;
(5) operating the hinge recessing machine for the purpose
of cutting recesses for locks and hinges;
(6) filling cushions with spring interior and/or spring units;
(7) operating a dowel insertion machine;
(8) inserting hanger bolt, and bolting on or screwing in of
a leg, but excluding the affixing of the plate and/or attachment
to the carcase to take the hanger bolt;
(9) operating an edge veneering machine, but excluding
edge banding;
(10) machine sanding, excluding double and triple drum
and combination drum and belt sander;
(ii) positioning of wooden and metal laths and cross bars to
frames for upholstery:

| Cent per  |
| hour      |

During the period ending 20 March 1993........... 351

Grade IV
12. Employees engaged in—
(1) bolting;
(2) making and/or pointing of wooden dowels and pins by
hand and/or machine;
(3) Sandpapering by hand and/or portable sander, regard-
less of whether the articles sandpapered are stationary or
rotating;
(4) bending of solid timber by hand or mechanical pro-
cess;
(5) filling of holes or cracks in furniture with wood filler or
similar substances;
(6) fixing bed irons, domes and sockets for castors;
(7) applying wax;
(8) painting and/or filling edges;
(9) removing doors and fittings prior to preparation for
polishing;
(10) filling in with plaster of Paris or any other filling
material;
(11) bleaching furniture with acids or any other bleaching
agent;
(12) stippling polished surface;
(13) staining, filling and/or reviving by hand only;
(14) fixing of webbing and/or substitutes, but excluding the
lashing of coil springs;
(15) tacking of plywood or hardboard onto loose seats for
upholstery purposes;
(16) spraying of metal;
(17) riempies work;
(18) hooking on of helical springs and/or chain and/or zig-
zag or no-sag type of springing;
(19) klapperhaar of ander materiaal met 'n masjien plius;
(20) die agtergrond van houtsnijwerk stippel en pons;
(21) T- en G-randstrok met die hand vaslaan, maar nie versteklooskrof nie;
(22) bome aan gestoffeerde artikels vaspyker;
(23) werk in verband met enige van die prosesse by die vervaardiging van veerbinnewerk en/of veerenhede en die vervaardiging van hul onderdele;
(24) paneelpenre en/of -spylers en/of -kramme wat uitstek met 'n pons wegkap in die handelskuurseisie;
(25) rolle stoffeermateriaal, goiging, kikko, crownflex en dergelijke stowwe met die hand oopmaak en/of van selfkant te selfkant sny, maar uitsluitlik nie 'n patroon en/of fatsoen, gereed vir stoffeerwerk, na grootte sny nie;
(26) handvatsels met skroewe, bout en moere en skroef-boutde deur vooraf geboorde gate vasreg;
(27) spiesis deur middel van kleefband vassit;
(28) opknipwerk by die op- en/of afklopset:

Sent per uur

Gedurende die tydperk eindigende Maart 1993 ........................................ 325

13. Werknemers wat die volgende werk verrig:
(1) Bedmatrasrame, ateljeeursbankrame en bebabeddens met die hand vasbout;
(2) spoee vir 'n randkuiltmasjien gereedmaak;
(3) gekwite rande volgens lengte sny;
(4) gate in matrasrande pons;
(5) ventielersers en handvatsels aan matrasrande aan-
bring;
(6) die vervlamingasjien voer;
(7) kussinkies uitsny en maak, ongeag die materiaal wat gebruik word;
(8) latte en dwarstawe in posies plaas of webband aan matras- of bedframe heg;
(9) matrasrame belts;
(10) ore aan matrasrame vashes;
(11) maas aan 'n matrasraam in posies plaas en vashes;
(12) lusse aan naalde by drukdierdekkerwerk;
(13) 'n materiaalspremsjien laal, stoot en bedden;
(14) 'n plusmasjien bedden;
(15) 'n lusmaakmasjien bedden;
(16) lusse, knoof of kwassies vashes;
(17) rame vir beddegooi met die hand belts en/of vens;
(18) geweeëde draadmaas en kettingveermase aan rame vir beddegooi montere, vaslaan of vashes, ongeag die materiale waarvan die rame gemaak is;
(19) bedysters aanbring;
(20) veerenhede aan bedrame vashes:

Sent per uur

Gedurende die tydperk eindigende 20 Maart 1993 ........................................ 325

14. Werknemers wat die volgende werk verrig:
(1) Persie skoonmaak en veer;
(2) masjienere, uitrusting, gereedskap, sproeispuite en werklike skoonmaak;
(3) masjienere en/of voertuie die smeer;
(4) afwit;
(19) teasing cil or other materials by machine;
(20) stippling and punching the background of carving;
(21) knocking on of T and G edge strips by hand, excluding mitred corner sections;
(22) tacking on of bottoms to upholstered articles;
(23) work in connection with any of the processes in the construction of springs interior and/or spring units and the manufacture of their component parts;
(24) punching away protruding panel pins and/or nails and/or nails and/or staples in the hand-sanding section;
(25) breaking up and/or cutting from selfedge to selfedge by hand of rolls of upholstery material, hessian, calico, crownflex and similar materials, but expressly excluding the cutting to size of pattern and/or shape ready for upholstery;
(26) fixing of handles by screws, bolts and nuts, and screwbolts through prebored holes;
(27) affixing of mirrors by the use of adhesive tape;
(28) touching up at the point of loading and/or offloading:

Cents per hour

During the period ending March 1993.............. 325

13. Employees engaged in—
(1) bolting by hand of bed mattress frames, studio couch frames and cots;
(2) preparing spoons for a border quilting machine;
(3) cutting quilted borders to length;
(4) punching holes in mattress borders;
(5) fitting ventilators and handles to mattress borders;
(6) feeding the interfacing machine;
(7) cutting and making of pads, irrespective of materials used;
(8) positioning of laths and cross-bars, or fixing webbing to mattress or bed frames;
(9) staining mattress frames;
(10) affixing lugs to mattress frames;
(11) positioning and securing mesh to a mattress frame;
(12) hanging loops on needles in compression tufting;
(13) loading, wheeling and operating a cloth-spreading machine;
(14) operating a teasing machine;
(15) attending a loop machine;
(16) attaching loops or buttons or tufts;
(17) staining and/or varnishing frames for bedding by hand;
(18) assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames for bedding, irrespective of the materials of which such frames are made;
(19) fixing bed irons;
(20) attaching spring units to bed frames:

Cents per hour

During the period ending 20 March 1993............ 325

14. Employees engaged in—
(1) cleaning and sweeping of premises;
(2) cleaning machinery, plant, tools, spray guns and utensils;
(3) oiling and greasing machines and/or vehicles;
(4) lime-washing;
(5) voertuigen laai en/of afvlaai;
(6) materiaal hanteer;
(7) 'n voertuig of handkar stoot of trek;
(8) met handvoertuigen aflever;
(9) grondstowwe uilpak, baal en ontbetal;
(10) uitrusting skoonmaak en skoonbidea;
(11) 'n sicomite, varbrander en/of oond bedien;
(12) drooggooi laai en ontlaai;
(13) tee of ander dergelijke drankie maak;
(14) hout vir perservering behandel;
(15) artikels in karton en/of kartonhouers verpak;
(16) artikels in karton en/of kartonhouers verpak en daarna die karton en kartonhouers vul en toemaak;
(17) lyf afwaas en/of afvee;
(18) gebruikte stofeerwerk en beddegoed uitmekaarhaal;
(19) 'n meubelmasijenwerker help om materiale voor en na masjienbewerking te hanteer;
(20) metaalstawe, skarniere, metaalbuise, metaalstrook, ketting, draad, hoepelaar en dergelijke materiale sny;
(21) ysterboute en stawe vaslik of skroedeflaad daarin sny;
(22) enige soort pers bedien;
(23) stoofeerbare baal en indompel;
(24) stofpakke en/of skilome van skuurmasijene versorg;
(25) skuumpers skye waslym;
(26) in papier of karton toendra;
(27) rubberenrede in matraslêpe insit;
(28) rubber of plaasvervangers daarvan uitsny en aan mekaar vaslym;
(29) fineer met kleef of wasit en 'n fineerpers bedien;
(30) lyf en papier van gepoorte fineer verwyder, afwaas en afvee;
(31) hoepeljyster wat vir webband gebruik word, reguit maak en/of sny;
(32) kopkussings, stoelkussings en peule met stowwe of materiaal vul, maar nie met veerbinnewerk en/of veerenbede nie;
(33) klapperhaar met die hand uitklop en/of pluis;
(34) metaalstawe skoonmaak;
(35) die massa van kopkussings, paule, kwiite en stoelkussings bepaal;
(36) klapperhaar van ander materiaal met die hand pluis;
(37) beddegoed uitmekaarhaal;
(38) lyf van meubels verwyder,
(39) metaaldele buig, pons, vasklink, boor en/of innemkaart;
(40) lyf meng, massaamme en voorberei;
(41) lyf en lyfverharders met die hand, 'n kwas of massij aanwend en/of spre, maar uitdruklik nie meubelonderdeel innemkaart nie of monteer nie buhalwe in die geval van die werknemers in subklusiofe (45) hierneder bedoel;
(42) 'n taplaatbruikasjen bedien;
(43) met 'n patroonplaat, patrone en/of 'n setmaat afwerk voorberei vir masjinering;
(44) 'n patroon, patroonplaat en/of setmaat afwerk;
(45) meubelonderdele wat geklem, geklamp of gepers moet word, innemkaart of monteer: Met dien verstande dat die geraadpleegde van werknemers wat hierdie werkzaamheid verrig tot werknemers wat die loon ontvang wat by klusiofe 1 van hierdie Deel voorgeskreif word en wat klamp- of paswerk verrig, hoogstens twee tot een mag wees;
(46) skuurpapier of -skrywe en -bande vir oopbandskuur-
ders maak en las;
(47) materiaal deurstyg;
(48) finere, laaghout en hardebord met kleeband, kramme
en/of hegspoekers aan rame of kemmateriaal vassit vir pers-
werk;
(49) bandloos laswerk met 'n masjiem;
(50) enige soort vakuumsaak en 'n pers laai en onlaai;
(51) gom- of ander bande afwas;
(52) onderdele na perswerk opstapel;
(53) 'n stoffeierder help deur die oortrekssel vas te hou;
(54) lymblokke aanvry;
(55) kartelkramme inst in die proses van rame inmekaar-
sit;
(56) oortolige finer met die hand of 'n handwerkstuk werk
nadat finer aangestel is;
(57) skroewe in vooraf geboorde gate inst voordat vas-
gekloof word;
(58) moere en/of moerdoppies aan boute vassit;
(59) handvatse vasbou;
(60) glas in vooraf gemaakte groeue of sponnings laat sak,
maar nie glas by kraslysetwerk in posisie vassit en/of glas op
'n ander manier vas geit nie;
(61) rantlineerwerk met die hand;
(62) skuirubber en/of dergelike stowwe na fatsoen en/of
grootte sny;
(63) 'n skuilmaalmasjie bedien;
(64) karton in die stoffeerskeisie met die hand en/of 'n
valmes sny, maar nie 'n anker masjiem gebruik of karton in 'n
ander afdeling sny nie;
(65) los stoelkussingslope met vulmateriaal vul;
(66) houtpapene met die hand instaan;
(67) skuirubber en/of dergelike stowwe aan oortreekmate-
riaal vaslyn siegs vir deurstikwerk:

Sent per
uur

15. (a) Werknemers in diens as opsigters of wagte:
Rand per
week

Gedurende die tydperk eindigende 20 Maart
1993 ................................................................. 325

(b) (i) Werknemers en diens as verpakkers;
(ii) werknaam in diens as kantoorbodes;
(iii) los werknemers:

Sent per
uur

Gedurende die tydperk eindigende 20 Maart
1993 ................................................................. 325."

DEEL III VAN DIE VORIGE OOREENKOMS

10. KLOUSULE 3: WOORDOMSKRYWING

In subklousule (1), skrap die omskrywing van “tydelike
werknemer”:

11. KLOUSULE 2: LONE

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

“(1) (a) Werknemers, uitgesonderd los werknemers.—’n
Werknemer wat ’n voertuig, uitgesonderd ’n stroomwa, dryf
waarvan die onbelaaste massa, tame met die onbelaaste
massa van ’n sleepwa wat deur sodanige voertuig getrek
word—
(i) hoogstens 2 722 kg is:
354c per uur gedurende die tydperk eindigende 20 Maart
1993;

(46) making and joining sandpaper or discs and belts for
open belt sanders;
(47) straining of materials;
(48) taping, stapling and/or tacking veneers, plywood and
hardboard on to frames or core material for pressing;
(49) tapeless joining by machine;
(50) loading and unloading vacuum bag and press of any
kind;
(51) washing off gum or other tapes;
(52) stacking parts after pressing;
(53) assisting upholsterer in holding cover;
(54) rubbing on glue blocks;
(55) inserting corrugated fasteners in the process of
assembling frames;
(56) trimming away by hand or hand tool of excess veneer
after affixing of veneer;
(57) inserting screws into pre-bored holes preparatory to
screwing;
(58) affixing nuts and/or nut covers to bolts;
(59) bolting handles;
(60) dropping glass into pre-made grooves or rebates, but
excluding the affixing of glass in position with beading and/or
securing glass in any other manner;
(61) edge veneering by hand;
(62) cutting foam rubber and/or similar substances to
shape and/or size;
(63) operating a foam mincing machine;
(64) cutting cardboard in the upholstery section by hand
and/or guillotine, but excluding the use of any other machine
or the cutting of cardboard in any other department;
(65) filling loose cushion cases with filling material;
(66) knocking in wooden dowels by hand;
(67) gluing foam rubber and/or similar substances to
cover material for quitting only:

Cents per
hour

During the period ending 20 March 1993........... 325

15. (a) Employees employed as caretakers or watchmen:

Rand per
week

During the period ending 20 March 1993........... 154,90

(b) (i) Employees employed as packers;
(ii) employees employed as office messengers;
(iii) casual employees:

Cents per
hour

During the period ending 20 March 1993........... 325

PART III OF THE FORMER AGREEMENT

10. CLAUSE 3. DEFINITIONS

In subclause (1) delete the definition of “temporary
employee”:

11. CLAUSE 2: WAGES

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

“(1) (a) Employees, other than casual employees.—An
employee who drives a vehicle, other than a steam-wagon,
the unloaded mass of which, together with the unloaded mass
of a vehicle drawn by such vehicle—
(i) does not exceed 2 722 kg;
354c per hour during the period ending 20 March 1993;
GOVERNMENT GAZETTE, 24 JULY 1992
No. 14169  81

(ii) meer as 2 722 kg maar hoogstens 4 536 kg is:
396c per uur gedurende die tydperk eindigende 20 Maart
1993;:
(iii) meer as 4 536 kg:
414c per uur gedurende die tydperk eindigende 20 Maart
1993."

Namens die partye op heide die 10de dag van Maart 1992
te Oos-Londen onderteken.

N. G. TERBLANCHE,
Voorsitter van die Raad.

G. M. MANN,
Ondervoorstitter van die Raad.

W. J. CHERRY,
Secretaris van die Raad.

DEPARTEMENT VAN LANDBOU
No. R. 2074  24 Julie 1992
WET OP BEHEER OOR WYN EN SPIRITUS, 1970
(WET 47 VAN 1970)
PRYS- EN BETALINGSREËLINGS MET BETREKKING TOT GOEIEWYN, 1992/93: VOORGESTELDE WYSIGING

Hiermee word bekendgemaak dat die Ko-operatiewe Wijnbouwers Vereniging van Zuid-Afrika, Beperkt, kragsens artikel 18 (6) (a) van die Wet op Beheer oor Wyn en Spiritus, 1970 (Wet No. 47 van 1970), die prys- en betalingsreëlings vermeld in Goewermentskennisgewing No. R. 416 van 7 Februarie 1992 met betrekking tot wyn, soos omskryf in artikel 14 van genoemde Wet, gewysig het deur in klousule 9 (1) van Bylae 2 daarvan die volgende items na item 13 in te voeg:

<table>
<thead>
<tr>
<th>Tipe houer en verpakkingsmateriaal</th>
<th>Byvoeging per liter</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Uitsluitende karton</td>
</tr>
<tr>
<td>&quot;13A. Drie liter tapsak (insluitende kartonomhulsel)&quot;</td>
<td>122c</td>
</tr>
<tr>
<td>&quot;13B. Drie liter tapsak (uitsluitende kartonomhulsel)&quot;</td>
<td>85c</td>
</tr>
</tbody>
</table>

Alle belanghebbendes word hierby aangesê om enige besware wat hulle teen genoemde wysiging het, binne 14 dae na datum van publikasie van hierdie kennisgewing skriflik by die Direkteur-generaal, Departement van Landbou, Privaatsak X250, Pretoria, 0001, in te lever.

S. W. JOUBERT,
Sekretaris: Ko-operatiewe Wijnbouwers Vereniging van Zuid-Afrika, Beperkt.

DEPARTMENT OF AGRICULTURE
No. R. 2074  24 July 1992
WINE AND SPIRIT CONTROL ACT, 1970
(Act 47 of 1970)
PRICE AND PAYMENT ARRANGEMENTS WITH REGARD TO GOOD WINE, 1992/93: PROPOSED AMENDMENT

It is hereby made known that the Ko-operatieve Wijnbouwers Vereniging van Zuid-Afrika, Beperkt, acting in terms of section 18 (6) (a) of the Wine and Spirit Control Act, 1970 (Act No. 47 of 1970), has amended the price and payment arrangements set out in Government Notice No. R. 416 of 7 February 1992 with regard to wine, as defined in section 14 of the said Act, by the insertion in clause 9 (1) of Schedule 2 thereto of the following item after item 13:

<table>
<thead>
<tr>
<th>Type of container and packing material</th>
<th>Addition per litre</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Excluding carton</td>
</tr>
<tr>
<td>&quot;13A. Three litre tapped bag (including carton housing)&quot;</td>
<td>122c</td>
</tr>
<tr>
<td>&quot;13B. Three litre tapped bag (excluding carton housing)&quot;</td>
<td>85c</td>
</tr>
</tbody>
</table>

All interested persons are called upon to lodge any objections which they may have against the said amendment, in writing with the Director-General, Department of Agriculture, Private Bag X250, Pretoria, 0001, within 14 days of the date of publication of this notice.

S. W. JOUBERT,
Secretary: Ko-operatieve Wijnbouwers Vereniging van Zuid-Afrika, Beperkt.

No. R. 2079  24 July 1992
LIQUOR PRODUCTS ACT, 1989
(Act No. 60 of 1989)
REGULATIONS: AMENDMENT

The Minister of Agriculture has under section 27 of the Liquor Products Act, 1989 (Act No. 60 of 1989), made the regulations in the Schedule.
The provisional payment shall also apply to any such goods entered under any item of Schedules Nos. 3 and 4 to the said Act.

D. J. COLESKY,
Commissioner for Customs and Excise.

BYLAE

<table>
<thead>
<tr>
<th>Subpos</th>
<th>Beskrywing van Goedere</th>
<th>Voorlopige Betaling</th>
<th>Ingewer vanaf of Afkomstig van</th>
</tr>
</thead>
<tbody>
<tr>
<td>6201.30.20</td>
<td>Skoffelsplikke met 'n werkdeel met 'n wydte van hoogstens 320 mm</td>
<td>48%</td>
<td>Die Volksrepubliek van Sjina</td>
</tr>
</tbody>
</table>

Ommerking: 'n Voorlopige betaling met betrekking tot anti-dumpingreg word opgelê op skoffelsplikke met 'n werkdeel met 'n wydte van hoogstens 320 mm, ingewer vanaf of afkomstig van die Volksrepubliek van Sjina.

SCHEDULE

<table>
<thead>
<tr>
<th>Subheading</th>
<th>Description of Goods</th>
<th>Provisional Payment</th>
<th>Imported from or Originating in</th>
</tr>
</thead>
<tbody>
<tr>
<td>8201.30.20</td>
<td>Hoes with a working edge of a width not exceeding 320 mm</td>
<td>48%</td>
<td>People's Republic of China</td>
</tr>
</tbody>
</table>

Note — A provisional payment in relation to anti-dumping duty is imposed on hoes with a working edge of a width not exceeding 320 mm, imported from or originating in the People's Republic of China.

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DEPARTEMENT VAN MANNEKRAG

No. R. 2113 24 Julie 1992

WET OP ARBEIDSPERHOUINGE, 1956

INTREKKING VAN GOEWERMENSKENNGEWING

HAARKAPPERSBEDRYF, NATAL

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, trek hierby, kragsens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermentskennisgewing R. 1799 van 26 Junie 1992 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

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DEPARTMENT OF MANPOWER

No. R. 2113 24 July 1992

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

HAIRDRESSING TRADE, NATAL

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice R. 1799 of 26 June 1992 with effect from the second Monday after the date of publication of this notice.

G. M. E. CARELSE,
Deputy Minister of Manpower.

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No. R. 2114 24 July 1992

WET OP ARBEIDSPERHOUINGE, 1956

HAARKAPPERSBEDRYF, NATAL: NUWE OORENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

(a) kragsens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepaalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nwyverheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1993 eindig, bindend is vir die werkgewersorganisasië en vir die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

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I, Glen Morris Edwin Carelse, Deputy 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 30 September 1993, upon the employers’ organisation and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organisation or union; and
(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1.1.2, 2, 11.4.4, 18, 22, 23, 29, 30.5.1 (a), 31 and 32 shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1993, 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 Agreement.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE NATAL

AGREEMENT

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

South African Hairdressers’ and Cosmetologists’ Association

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

The South African Hairdressers’ Employees’ Industrial Union

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

being the parties to the Industrial Council for the Hairdressing Trade, Natal.

1. SCOPE OF APPLICATION OF AGREEMENT

1.1 The terms of this Agreement shall be observed by employers and employees in the Hairdressing Trade (Natal)—

1.2 who are members of the employers’ organisation and the trade union, respectively; and

1.3 who are engaged or employed in the Magisterial Districts of Durban and Inanda, but excluding any portions of that area falling within the self-governing territory of KwaZulu.

2. PERIOD OF OPERATION OF AGREEMENT

2.1 This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force until 30 September 1992 or for such period as the Minister may determine.

3. DEFINITIONS

3.1 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 shall include any amendments of such act and, unless the contrary intention appears, words importing the masculine gender shall include the feminine and neuter genders and words importing the singular shall include the plural, and vice versa; and further, unless inconsistent with the context—

3.1.1 “Act” means the Labour Relations Act (Act No. 28 of 1956), and any statutory modification or replacement thereof, and includes any regulation made thereunder;

3.1.2 “agent” means an agent referred to in clause 22;

3.1.3 “this Agreement” includes any amendment to this Agreement;

3.1.4 “Hierdie Ooreenkoms” means the Agreement in Afrikaans.

(c) 'n bevoegdheidsertekent is wat uitgereik is kragtens die Wet op Ambagsmanopleiding, 1981; of

(d) enige kwalifikasie is wat wearin Raad in die algemeen of in enige spesifieke geval arke as 'n bevoegdheidsertekent nie laer in standaard as enige kwalifikasie bedoel in klusule 8.6.1 (c), ongeag of dit in die Republiek van Suid-Afrika verkry is of nie; of

(e) 'n Meestersertekent het van die werkgewersorganisasie of van enige afdeling daarvan; of

(f) 'n bevoegdheidsertekent in ope haarkappy het.

3.1.19 "haarkappersbedryf" die skoonheidskundige bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die doel om toelatdienste in enige bedryfinsinrigting te lever, en "Bedryf" het in soortgelyke betekenis;

3.1.20 "sertekent", met betrekking tot 'n haarkapper; enige sertekent in klusule 7 van hierdie Ooreenkoms bedoel;

3.1.21 "ITB" die Haarkappers en Skoonheidskundige Bedryf Opleidingsraad, scos gepubliseer in Goewermenteinsgewing R. 2581 van 9 November 1990;

3.1.22 "manikurs en/of skoonheidskundige" 'n werknemer betrokke in manikuur en/of massasie of stimulasie of ander behandel van die gesig, kopvel en liggam;

3.1.23 "WMO" die Wet op Mannekragopleiding, 1981 (Wet No. 56 van 1981), en sluit dit die vorige Wet op Vakleerling, 1944, in;

3.1.24 "minderjarige" 'n minderjarige in diens in die Haarkappersbedryf, benoem kragtens die WMO tydens die gebruiklike proefyd waarlydens hy so in diens mag wees sonder 'n vakleerlingkontrak;

3.1.25 "nie-werkende werkgewer" enige werkgever wat die eenaar van 'n bedryfinsinrigting is, as sodanige eenaar 'n maatskappy van 'n beslote korporasie of 'n natuurlike persoon is wat kragtens hierdie Ooreenkoms nie geregist er is en op sertekent om toelatdienste persoonlik uit te voer nie;

3.1.26 "bevoegdheidsertekent in ope haarkappy" 'n beboedheidsertekent wat deur die Raad kragtens klusule 8.6.1 (a) hiervan uitgereik is;

3.1.27 "ope salon" 'n bedryf waarin toelatdienste in swart haarkappy en algemene haarkappy aangebied en/of verskei word of verskei sal word, en "ope haarkappy" beteken swart en algemene haarkappy;

3.1.28 'Ordonnansie' 'n ordonnansie van enige provinsie in die Republiek van Suid-Afrika wat van plaaslike toepassing is op enige bedryfinsinrigting, en dit sluit in enige statutêre wysings of vervangings daarvan en enige regulasies wat daaraan gemaak is;

3.1.29 "super krullerige hare" die tippe hare wat in deurseige baie plat is en wat gespesialiseerde behandleing en chemiese produktes benodig vir geskikte en professionele versorging;

3.1.30 "deetdysse werknemer" 'n werknemer wat volgens 'n wetstinskissensprent kragtens klusule 20 in diens is, wie as dienskontrak voorskrif maak vir niens vir 'n ononderbrok tydperk van drie of meer dae maar nie meer as enigensal 22 uur in enige week nie;

3.1.31 "toelatbare bedryfsmens" die ure waardevens besigheid in 'n bedryfinsinrigting in enige gebied toegelaat word op grond van die bepalings van enige ordonnansie;

(c) holds a certificate of proficiency issued under the Manpower Training Act, 1981; or

(d) holds any qualification which the Council may generally, or in any specific case, recognise as a certificate of competency not lower in standard than any qualification referred to in clause 8.6.1 (c), whether or not obtained in the Republic of South Africa; or

(e) holds a Master's certificate of the employers' organisation or any division thereof; or

(f) holds a certificate of competency in open hairdressing;

3.1.19 "hairstyling" the cosmetology trade in which employers and employees are associated for the purpose of rendering toilet services in any establishment, and "Trade" has a like meaning;

3.1.20 "certificate", in relation to a hairdresser, means any certificate referred to in clause 7 of this Agreement;

3.1.21 "ITB" means the Hairdressing and Cosmetology Trades Training Board as published in Government Notice R. 2581 of 9 November 1990;

3.1.22 "manicurist and/or beauty culturist" means an employee engaged in manicuring and/or massage or stimulation or other treatment of the face, scalp and body;

3.1.23 "MTA" means the Manpower Training Act, 1981 (Act No. 56 of 1981), and includes the former Apprenticeship Act, 1944;

3.1.24 "minor" means a minor employed in the Hairdressing Trade and designated in terms of the MTA during the usual probationary period, during which he may be so employed without a contract of apprenticeship;

3.1.25 "non-working employer" means any employer who is the owner or proprietor of an establishment, if such owner or proprietor is a company or close corporation or a natural person not entitled in terms of this Agreement to a certificate personally to perform toilet services;

3.1.26 "certificate of competency in open hairdressing" means a certificate of competency issued by the Council under clause 8.6.1 (a) hereof;

3.1.27 "open salon" means an establishment in which toilet services are to or are to be offered and/or provided in both black hairdressing and general hairdressing; and "open hairdressing" shall mean both black and general hairdressing;

3.1.28 "ordinance" means an ordinance of any province of the Republic of South Africa having local application to any establishment, and includes any statutory modification or replacement thereof and any regulation made thereunder;

3.1.29 "super curly hair" means that type of hair found in cross-section to be very flat and requiring specialised forms of treatment and chemical products for its proper and professional care;

3.1.30 "part-time employee" means an employee employed under a licence of exemption in terms of clause 20, whose contract of employment provides for his being employed for a continuous period of three days or more but for not more than 22 hours in the aggregate in any one week;

3.1.31 "permitted trading hours" means the hours during which trading in an establishment is permitted in any area by virtue of the provisions of any ordinance;
3.1.32 "premie", sonder om op enige wyse die gebruiklike betekenis van die term te beperk, enige vergoeding van watter aard ook al wat as beloning vir die opleiding van enige persoon in toiletdienste gegoe word;

3.1.33 "ontvangsdaame en/of telefoniste" 'n werk- nemer aangestel vir die doel om klante te ontvang of afspreek telefoonies of andersins te maak en/of om die boeke en rekords by te hou van enige ander vorm van klerklike werk te behartig, bo en behalwe die hantering van kontant en toonbankverkope;

3.1.34 "registrasiebewys" die registrasiebewyse in kloiseule 5.11 van hierdie Ooreenkomms bestoevol;

3.1.35 "sekretaria" die Sekretaria van die Raad;

3.1.36 "sjampoeis" 'n werknemer van 21 jaar of ouer, uitsluitend betrokke by een of meerdere van die volgende handelinge, naamlik drapering; borsal van hare; hare was; droog; verwydering van sluiers, kopspeldes, krulpenne, knippes en enige ander kantelhuimiddels; klante vooroor vir sonstreenf of versiering; aanwending van opkrappe, spoelmiddels of kleurstelpompe; klante onder droës plass en uithaal; kopverbehandelings gee deur die aanwending van enige haarkappers-behandeling; die aanwending van vaste golvingsmiddels; neutralisering en spoel van vaste golvings en spanners; sonstreenf, deurtrek en bleikmiddels aanwende oor 'n sonstreenfkapie; tinting en aanwending van kleur (permanent en semi-permanent) en aanwending van kleurskakerings, maar uitgesonderd sny, vaste golvings, set en blasklereling;

3.1.37 "toiletbenodigdhede" enige uitrustings en/of produk wat in toiletdienste gebruik word of gebruik mag word;

3.1.38 "toiletstel" enige enkele en/of kombina- sie van prakteky wat algemeen en gewoonlik beoefen word en behou of behoud staan as, die profesiële van skoonheidsmiddel- of kosmetiese of haarkappers, en sluit in, maar word andersins nie beperk nie deur, die volgende prakteky of enige een of 'n kombinasie daarvan:

Opmaak, kap, krul, kartel, reiniging, sny, skaar, skroei, bleik, kleur of soortgelyke werk op die hare van enige persoon, of op die pruik of haarstuk van enige persoon; of op enige manier, met die hande of met 'n meganies of elektriese apparaat of toestel, of deur die gebruik van skoonheidsmiddels, ontsmettingsmid- dels, opkrappe, vleemmiddels of rone, of andersins; massering, reiniging, stimulasie, manipulasie, oftering; mooi maak, wenkbou dit en of soortgelyke werk op die kopvel, gesig of liggaam; of die versorging van die naeis van enige persoon;

3.1.39 "leenlinghaarkapper" enige werknemer wat nie 'n minderjarige is nie en wat in opleiding is om te kwalifiseer in swart haarkappers of algemene haarkap- pers of ope haarkappers, en wat, behoudens kloiseule 9.5, werk volgens 'n skriftlike opleidingskontrak wat deur die Raad geregeer is, maar dit sluit in uit 'n vak leerling en/of minderjarige en/of maniere en/of skoonheidskun- dige en/of sjampoeis;

3.1.40 "opleidingsinrigting" enige plek waar ondergoed en/of opleiding in die verskaffing van toiletdienste aan 'n leerlinghaarkapper verskaf word, en dit sluit in, maar is nie beperk nie tot, enige opvoedkundige inrigting of opleidingscentrum beoog deur die WMO en/of die ITB en/of die Raad;

3.1.41 "loon" die besoldiging betaalbaar aan 'n werknemer ooreenkomstig kloiseule 11 en opsigte van die werklike wat in kloiseule 12 voorgestel is; Met dien
verstande dat wanneer 'n werkgever 'n werknemer gereeld 'n bedrag hoër as wat voorgeskryf is, betaal ten opsigte van die voorgekies klousule 11, dit sodanige hoër bedrag beteken; en daarbenewens word enige bedrag wat aan 'n werknemer betaalbaar is ten opsigte van kommissie coronekmisig klousule 10, of 'n bonus, ongeag of hierdie bedras van maand tot maand varieer of nie, as lone beskou wat coronekmisig klousule 11 betaalbaar is; Met dien verstande dat, vir die doel van betaling ten opsigte van openbare vakansiedae, jaarlikse verlof en pro rata-vakansiebetaling coronekmisig klousule 14, kommissie betaalbaar kragtens klousule 10 nie as lone betaalbaar kragtens klousule 11 beskou word nie; 3.1.42 “werkende werkgever” beteken 'n gekwalificeerde werkgever of enige vanmooi in 'n vanootskap wat self werk uitvoer wat soortgelyk is aan dié wat deur enige van sy werknemers behartig word in die lewing van toeleidensie.

4. VERBOD OP DIE VERRIGTING VAN ENIGE DAAD AS HAARKAPPER ONDER SEKERE OMSTANDIGHEDEN

4.1 Geen werkgever mag enige daad as haarkapper verrig nie of enige werknemer vereis of hom toelaat om so 'n daad te verrig nie, teny—

4.1.1 'n geldige registrasiesertifikaat met betrekking tot sy besigheid deur die Raad aan sodanige werkgever uitgereik is; 4.1.2 as hy 'n nie-werkende werkgever is, hy 'n gekwalificeerde haarkapper, in die sin van klousule 4.1.4, in sy diens het, aan wie die beheer oor en bestuur van die verskaffing van toeleidensie opgedra is; 4.1.3 as hy 'n werkende werkgever is, 'n geldige sertifikaat aan hom uitgereik is om oop haarkapping uit te voer: Met dien verstande dat—

(a) as die besigheid 'n swart salon is, by slegs 'n sertifikaat om swart haarkapping te beoefen, benodig;  
(b) as die besigheid 'n algemene salon is, by slegs 'n sertifikaat om algemene haarkapping te beoefen, benodig;  
(c) vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, die sertifikaat in hierdie subklausule bedoel, in die geval van nuwe werkgewers nie die kode QBE, TH of N/W dra nie, anders moet suke werkgewers vir die doel van hierdie klousule as nie-werkende werkgewers beskou word op wie die bepaleings van klousule 4.1.2 van toepassing is;  
4.1.4 'n geldige sertifikaat om oop haarkapping te beoefen, uitgereik is aan elke persoon wat daarmee aangestel is om die besigheid te beheer of bestuur: Met dien verstande dat—

(a) as die besigheid 'n swart salon is, die beheer oor en bestuur van die verskaffing van toeleidensie in die besigheid aan 'n persoon wat gekwalifiseerd is om swart haarkapping te beoefen, opgedra mag word;  
(b) as die besigheid 'n algemene salon is, die beheer oor en bestuur van die verskaffing van toeleidensie in die besigheid aan 'n persoon wat gekwalifiseer is om algemene haarkapping te beoefen, opgedra mag word;  
(c) as die besigheid 'n oop salon is, die beheer oor en bestuur van die verskaffing van toeleidensie in die besigheid gesamentlik aan persone wat gekwalifiseer is om respektieweliks swart haarkapping en algemene haarkapping te beoefen, opgedra mag word;  
(d) vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, enige sertifikaat wat in hierdie klousule bedoel word, nie die kode QBE, TH of N/W dra nie.  

where an employer regularly pays an employee in respect of the hours of work prescribed in clause 11 an amount higher than that so prescribed, it means such higher amount; and in addition, any amount payable to an employee in respect of commission in terms of clause 10, or a bonus, whether or not those amounts may vary from month to month, shall be regarded as wages payable in terms of clause 11: Provided that, for the purposes of payment in respect of public holidays, annual leave and pro rata holiday pay in terms of clause 14, commission payable in terms of clause 10 shall not be regarded as wages payable in terms of clause 11; 3.1.42 “working employer” means a certified employer or any partner in a partnership who himself performs work similar to that carried out by any of his employees in rendering toilet services.

4. PROHIBITION OF THE PERFORMANCE OF ANY ACT AS A HAIRDRESSER IN CERTAIN CIRCUMSTANCES

4.1 No employer shall perform or permit any employee to perform any act as a hairdresser unless—

4.1.1 a valid registration certificate has been issued to such employer by the Council in respect of his business; 4.1.2 being a non-working employer, he has in his employ a certified hairdresser, within the meaning of clause 4.1.4, in whom there is vested the control and management of the provision of toilet services; 4.1.3 being a working employer, a valid certificate has been issued to him to perform open hairdressing: Provided that—

(a) if the business is that of a black salon, he shall require only a certificate to perform black hairdressing;  
(b) if the business is that of a general salon, he shall require only a certificate to perform general hairdressing;  
(c) as from the date that this Agreement comes into operation the certificate referred to in this subclause shall, in the case of new employers, not bear the code QBE, TH or N/W, or such employers shall for the purposes of this clause be deemed to be non-working employers to whom the provisions of clause 4.1.2 shall apply;  
4.1.4 a valid certificate to practise open hairdressing has been issued to every person appointed by him to control or manage the business: Provided that—

(a) if the business is that of a black salon, the control and management of the provision of toilet services in the business may be vested in a person certificated to practise black hairdressing;  
(b) if the business is that of a general salon, the control and management of the provision of toilet services in the business may be vested in a person certificated to practise general hairdressing;  
(c) if the business is that of an open salon, the control and management of the provision of toilet services in the business may be vested jointly in persons who are certificated to practise black hairdressing and general hairdressing respectively;  
(d) as from the date that this Agreement comes into operation any such certificate contemplated by this clause shall not bear the code QBE, TH or N/W.
4.2 Geen werknemer en/of persoon mag enige daad als 'n haarkapper verrig nie, teny-

4.2.1 'n geldige registratiebewys deur die Raad aan
die eenaar of bezitter van die besigheid uitgereik is;
4.2.2 hy—
(a) 'n vakleerling of 'n leerling-haarkapper of 'n min-
derjarige is soos in hierdie Ooreenkoms omskryf is; of
(b) gekwalifiseer is om oop haarkappe te
toeleef; of
(c) as die besigheid waar hy in diens is 'n swart
salon is, gekwalifiseer is om swart salon of oop
haarkappe te toeleef; of
(d) as die besigheid waar hy in diens is 'n algemene
salon is, gekwalifiseer is om algemene haarkappen of
oop-haarkappe te toeleef.

4.3 Vir die doel van hierdie klousule, en volgens die
Sekretaris se keuse, word die huurder van enige bedryf-
sinrigting, of die persoon wie se naam versoek op enige
handelsliensisie wat kragtens enige ordonnansie met betrek-
kong tot enige sodanige besigheid uitgereik is, beskou as die
werkgever van elke werknemer wat in daardie besigheid
in diens is, totdat so 'n persoon die teenwoordig, en elke
persoon wat sedes ingevolge hierdie klousule as 'n werk-
gever beskou word, is aangereklik vir die verpligtinge van
'n werkgever ingevolge hierdie Ooreenkoms, ondanks die
feit dat hy geen werkgever is nie, tot tyd en wy hy bewys
lêer dat hy nie 'n werkgever is nie.

5. AANSEOK OM REGISTRASIE VAN WERKGEWERS
EN UITREIKING VAN REGISTRASIEBEWYSE

5.1 Elke werkgever wat dit nog nie gedoen het nie, moet
binne 30 dae vanaf die datum van inwerkingtreding van hier-
die Ooreenkoms, en elke werkgever of voornemende werk-
gever wat tot die Haarkappersbedryf toetree, moet by die
Raad regisseur deur by die Sekretaris van die Raad die vol-
gende besonderhede in te dien, op die vorm voorgeskryf in
Byle B, saam met die voorgeskryw registrasiegeld:

5.1.1 Volle naam en identiteitsdokument/paspoort;
5.1.2 besigheidsadres;
5.1.3 woonadres;
5.1.4 die name van alle werknemers wat by hom in
diens is, en, met betrekking tot elke individuele werk-
nemer, die persoonlike besonderhede wat die Raad
vereis;
5.1.5 'n registrasiegeld van R50.

5.2 Vir die doel van hierdie klousule word 'n werkgever
wat in hierdie subklousule bedoel word, hierna "die appli-
kant" genoem.

5.3 In die geval van 'n nie-werkende werkgever moet die
appellant bewys lêer van die aangeleenthede in klousule
4.1.4 bedoel, tot bevrediging van die Sekretaris.

5.4 In die geval van 'n werkende werkgever moet die
appellant bewys lêer van sy nakoming van klousule 4.1.3,
tot bevrediging van die Sekretaris.

5.5 Geen werkgever mag in die Bedryf aanhou werk vir
meer as 30 dae vanaf registrasie nie, tensy hy die nodige
handelsliensisie en/of huurkontrak aan die Raad toon.

5.6 Die vereistes van klousule 4.1.3 moet gedurende die
registrasie tydperk nagekome word, en bewys van die voortdu-
rrende geldigheid daarvan moet op versoek van die Raad
getoen word.

5.7 'n Werkgever wat reeds voor die datum van inwer-
kingsbedryf van hierdie Ooreenkoms die besonderhede wat
ingevalle hierdie klousule verlang word, verskoor het, word
geag te voldoen het aan die bepalings daarvan en by die
Raad geregistreer te wees.

5.2.1 a valid registration certificate has been issued
by the Council to the owner or proprietor of the busi-
ness;
5.2.2 he is—
(a) an apprentic or a trainee hairdresser or a
minor as defined in this Agreement; or
(b) certificated to practise open hairdressing, or;
(c) if the business in which he is employed is a
black salon, certificated to practise black hairdressing
or open hairdressing; or
(d) if the business in which he is employed is a
general salon, certificated to practise general hair-
dressing or open hairdressing.

4.3 For the purposes of this clause and by the election of
the Secretary, the tenant of any establishment or the person
whose name appears on any trading licence issued under the
authority of any ordinance in respect of any such business,
shall be deemed to be the employer of every employee
employed in that business until such person proves other-
wise and every such person so deemed to be an employer
under this clause shall be liable for all of the obligations of
an employer under this Agreement notwithstanding the fact
that he is not an employer until such time as he proves that he
is not an employer.

5. APPLICATION FOR REGISTRATION OF EMPLOYERS
AND ISSUE OF REGISTRATION CERTIFICATE

5.1 Every employer who has not already done so shall,
within 30 days of the date of the coming into operation of this
Agreement, and every employer or prospective employer
entering the Hairdressing Trade shall register with the Coun-
cil by forwarding to the Secretary of the Council the following
particulars, on the form prescribed in Annexure B, together
with the registration fee prescribed:

5.1.1 Full name and identification/passport docu-
ment;
5.1.2 business address;
5.1.3 residential address;
5.1.4 the names of all employees employed by him
and, in respect of each individual employee, such per-
sonal particulars as may be required by the Council;
5.1.5 a registration fee of R50.

5.2 For the purposes of this clause an employer contem-
plated by this subclause shall hereinafter be referred to as
"the applicant".

5.3 In the case of a non-working employer, the applicant
shall produce proof to the satisfaction of the Secretary of the
matters referred to in clause 4.1.4.

5.4 In the case of a working employer, the applicant shall
produce proof to the satisfaction of the Secretary of his com-
pance with clause 4.1.3.

5.5 No employer shall continue to operate in the Trade
for more than 30 days after registration, unless he has pro-
duced to the Council the necessary trading licence and/or
lease agreement.

5.6 The requirements of clause 4.1.3 shall be complied
with during the period of registration, and evidence of the
continued validity thereof shall be produced at the request of
the Council.

5.7 An employer who has already, prior to the date of the
coming into operation of this Agreement, furnished the par-
ticulars required under this clause, shall be deemed to have
complied with the provisions thereof and to be registered with
the Council.
5.8 Die applikant moet bewys lever, tot bevrediging van die Sekretaris, dat die personeel waarin die besigheid bedryf gaan word—

5.8.1 vir geen ander doeleinde as die verskaffing van toelidsdiens gebruik word nie, tersye suike andere gebruik van die bedryfsoorging gesek is met 'n muur of mure met geen deur, vensters, openinge of ander middele tot kommunikasie daarmee nie;

5.8.2 nie as 'n opleidingsoorging gebruik word nie behaalde sos in klausule 6.3 bepaal is;

5.8.3 nie deur die applikant gesamentlik met enige ander persoon geheur word nie, met uitsondering van 'n vennoot wat betrokke is by die verskaffing van toelidsdiens in dieselfde besigheid as sodanige applikant;

5.8.4 nie geheur word of geheur saal word of gedeel word of gedeel saal word of beset saal word of beset saal word nie deur die applikant gesamentlik met enige ander persoon wie soe belange nie dieselfde as die belange van die applikant is nie: Met dien verstande dat dit nie in stryd met hierdie klausule is nie as die applikant 'n vennoot of enige ander sodanige persoon is en hulle belange in die vennootskap nie gelyk is nie.

5.9 Die Sekretaris is geregtig om sodanige bewys te vereis van enige aangeleentheid wat in die aansoek om die besigheidregistraasie vorm word, as wat vir hom nodig, raadsaam of wenslik lyk.

5.10 Enige aansoek om 'n besigheidregistraasie moet binne twee maande vanaf die Sekretaris se ontvang daarvan ongewend word, en die applikant moet daarna binne een maand skriftelik deur die Sekretaris in kennis gestel word van die aanvaarding of afwyseing van die aansoek.

5.11 Met aanvaarding van 'n aansoek om registraasie moet die Sekretaris aan die werkgeriewe 'n registraatbewys vir die besigheid uitreik in die vorm voorgeskryf in Bylae C hierby.

5.12 Die bepaling van klausule 4.3 is mutatis mutandis op hierdie klausule van toepassing.

5.13 Die bepaling van klausules 7.4, 7.6, 7.7 en 7.8 is mutatis mutandis op hierdie klausule van toepassing, behalwe dat enige verwysing na 'n sertifikaat as 'n verwysing na 'n registraatbewys uitgeloof moet word.

5.14 Die registraatbewys in hierdie klausule bedoel, is vir die daarin genoemde applikant self en mag nie verkoop, verniel, geskenk, oorgedra, afgestaan, toebedeel of verpand word sonder die Raad se toestemming nie.

5.15 Appelprocedure

Die procedure vir appel teen 'n besluit van die Raad is soos volg:

5.15.1 'n Applikant vir 'n besigheidregistraasie wat hom benadeel vee deur 'n besluit van die Sekretaris as gevolg waarvan sy registraasie geweier is, het die reg om by die Raad te appeleer binne 21 dae vanaf die datum waarop kennis van sodanige weier ontvang is. Die kennisgewing van appel moet skriftelik gedoen word en deur die appelant persoonlik geteken wees, en die besluit waarteen geappel word en die rede vir appel moet daarin gespesifiseer word.

5.15.2 Elke appel in klausule 5.2.2 bedoel, moet deur die Raad verhoor word op sy eenvolgende gewone vergadering nadat kennis geneem is van die appel, en die appelant moet in tekenheid gegee word om persoonlik of saak aan die Raad se vergadering te stel, en mag, as hy dit verkies, getuies roep tot steun van enige stelling wat deur hom gemaak word.

5.6 Die applicant moet produce proof to the satisfaction of the Secretary that the premises in which the business is to be conducted are—

5.6.1 not being used for any purpose other than the provisions of toilet services, unless such other use is separated from the establishment by a wall or walls having no doors, windows, apertures or other means of communication therewith;

5.6.2 not being used as a training institution other than as provided in clause 6.3;

5.6.3 not being leased by the applicant jointly with any other person save a partner who is engaged in the provision of toilet services in the same business as such applicant;

5.6.4 not being leased or to be leased or being shared or to be shared or being occupied or to be occupied by the applicant together with any other person whose interests are not identical with the interests of the applicant: Provided that it shall not be a contravention of this clause if the applicant is a partner or any other such person, and their interest in the partnership is not equal.

5.9 The Secretary shall be entitled to require such proof of any matter stated in the application for registration of the business as to him seems necessary, expedient or desirable.

5.10 Any application for registration of a business shall be considered by the Secretary within two months of the receipt thereof, and the applicant shall be notified by the Secretary in writing of the acceptance or rejection of the application within one month thereafter.

5.11 Upon acceptance of an application for registration, the Secretary shall issue to the employer a certificate of registration of the business in the form prescribed in Annexure C hereeto.

5.12 The provisions of clause 4.3 shall apply mutatis mutandis to this clause.

5.13 The provisions of clause 7.4, 7.6, 7.7 and 7.8 shall apply mutatis mutandis to this clause, save that any reference to a certificate shall be construed as a reference to a registration certificate.

5.14 The registration certificate contemplated by this clause shall be personal to the applicant named therein and shall not be sold, exchanged, donated, transferred, ceded, assigned or hypothecated without the consent of the Council.

5.15 Appeal procedure

The procedure with regard to appeals against the decision of the Council shall be as follows:

5.15.1 Any applicant for registration of a business who feels aggrieved by a decision of the Secretary as a result of which he has been denied registration shall have the right to appeal to the Council within 21 days from the date of receipt of notice of such refusal. The notice of appeal shall be in writing and shall be signed personally by the appellant, specifying the decision appealed against and the grounds of appeal.

5.15.2 Every appeal in respect of clause 5.2.2 shall be heard by the Council at its next ordinary meeting after the notice of the appeal and the appellant shall be afforded an opportunity to state his case personally to the meeting of the Council and may, if he so desires, call witnesses in support of any statement made by him.
5.15.3 Die Raad kan die reëls voorskrif of maak, insluitende reëls betrefende die verteenwoordiging van die appellant, wat vir hom regverdig lyk, of in die algemeen of in enige specifieke geval, en kan enige appel vanwyks na 'n komitee van die Raad wat vir daardie doel aangestel is, waarop sodanige komitee al die of sodanige gesag van die Raad het as wat die Raad gespeelde in sy opdrag aan die komitee.

5.15.4 Met die verhoor van 'n appel kan die Raad of die Raad se komitee die besluit waarteen geappelleer is, bevestig, verander, varieer of herroep, of dit terugverwyks na die Sekretaris vir heroorweging, of 'n ander bevel gee wat regverdig lyk.

5.15.5 In die geval van 'n verandering in enige van die besonderhede wat van hom vereis word ingevolge hierdie klousule moet elke werkgever 'n kennisgewing daarvan aan die Sekretaris stuur binne 14 dae vanaf die datum waarop sodanige verandering plaasgevind het, en totdat sodanige kennisgewing deur die Sekretaris ontvang is, bly elke sodanige werkgever gebind deur alle bepalinge van hierdie Ooreenkoms.

5.16 Elke werkgever op wie hierdie Ooreenkoms van toepassing is maar wat nie ooreenkomstig die bepalinge van klousule 5.1 geregistrer is nie, moet die bepalinge van hierdie Ooreenkoms nakom.

5.17 Alle aansoeke om registrasie moet gerig word aan die Sekretaris, Nyerheidsraad vir die Haarkappersbedryf (Natal), Posbus 2182, Durban, 4000.

5.18 Elke werkgever wat tot die Bedryf toetree, moet 'n dekposito van R250 by die Raad betaal binne 30 dae vanaf registrasie by die Raad.

5.19 Die bedrae wat ooreenkomstig klousule 5.18 aan die Raad betaal is, moet in 'n aparte rekkening gedeponeer word en mag deur die Raad belê word in vaste dekposito's of spaarrekeninge by enige finansiële instelling.

5.20 Enige rente wat van sulke beleggings verkry word, val die algemene fondse van die Raad toe.

5.21 In die geval van bankrotscap of indien 'n werkgever se bydrae aan die Raad agterstallig is, word die dekposito in klousule 5.18 bedoel, as verbeurd beskou.

5.22 Nieteenstaande die bepalinge van klousule 5.18 van hierdie Ooreenkoms, in die geval waar 'n werkgever se bydrae aan die Raad voortdurend agterstallig is, en genoemde dekposito wat ingevolge klousule 5.18 betaal is, verbeur is, is die dekposito ooreenkomstig klousule 5.18 R500.

5.23 Met die sluiting of verkoop van die besigheid, en mits alles uitstaande geld betaal is, kan die werkgever die dekposito wat aan die Raad betaal is, van die Raad teruggeis 30 dae na die sluiting of verkoop van die besigheid.

5.24 Ingeval enige bedrag wat ooreenkomstig hierdie klousule betaalbaar is, nie deur die Raad teen die 7de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, ontvang is nie, moet die werkgever rente betaal op daardie bedrag of op die kleiner bedrag wat nog onbetaal is, bereken ten soek van 10 persent per maand of gedeelde daarvan vanaf sodanige 7de dag tot die dag waarop die Raad kontantbetalings inderdaad ontvang het; Met dien verstande dat die Raad, na sy absolute goeddunke, geregtig is om af te sien van die betaling van sulke rente of gedeelte daarvan.

6. BEHEER OOR PERSELE

6.1 Geen werkgever mag enige perseel gebruik of die gebruik daarvan toelaat nie tenyse hulle aan klousule 5.8 vol doen.

5.15.3 The Council may prescribe or make such rules, including rules as to the representation of the appellant, as may seem just, either generally or in any specific case, and may refer any appeal to a committee of the Council appointed for that purpose, whereupon such committee shall have all or such powers of the Council as the Council may specify in the reference to the committee.

5.15.4 Upon the hearing of an appeal the Council or the Committee of the Council may confirm, alter, vary or rescind the decision appealed against or may refer it back to the Secretary for reconsideration or may make such other order as may seem just.

5.15.5 Every employer shall, in the event of a change in any of the particulars he is required to furnish in terms of this clause, forward to the Secretary a notification thereof within 14 days of the date upon which such change took effect and until such notification is received by the Secretary every such employer shall remain bound by all the provisions of this Agreement.

5.16 Every employer to whom this Agreement applies, but who is not registered in terms of the provisions of clause 5.1, shall observe the provisions of this Agreement.

5.17 All applications for registration shall be made to the Secretary, Industrial Council for the Hairdressing Trade (Natal), P.O. Box 2182, Durban, 4000.

5.18 Every employing entering the Trade shall pay a deposit of R250 to the Council within 30 days of registration with the Council.

5.19 The amounts paid to the Council in terms of clause 5.18 shall be deposited in a separate account and may be invested by the Council in fixed deposits or savings accounts with any financial institution.

5.20 Any interest derived from such investment shall accrue to the general funds of the Council.

5.21 In the case of insolvency or of the Council contributions of an employer being in arrears, the deposit referred to in clause 5.18 shall be deemed to be forfeited.

5.22 Notwithstanding the provisions of clause 5.18 of this Agreement, in the event of an employer's Council contributions being consistently in arrears, and the said deposit paid in terms of clause 5.18 having been forfeited, the deposit in compliance with clause 5.18 shall be R500.

5.23 Upon the closure or sale of the business and provided all outstanding monies have been paid, the employer may reclaim from the Council the deposit paid to the Council 30 days after the business has been closed or sold.

5.24 Should any amount due in terms of this clause not be received by the Council by the 7th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 10 per cent per month or part thereof from such 7th day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

6. CONTROL OF PREMISES

6.1 No employer shall use or permit the use of any premises unless they comply with clause 5.8.
6.2 Geen werkgever mag, zonder om de voorafgaande toestemming van de Raad te verry, veroorsaak of toelaat dat enige persoon of enige gedeelde daarvan waarop het toilet-dienst versak het, verhuur of onderverhuur of beset word deur enige persoon met de doel dat so'n persoon direk of indirek betrokke is by enige werk in de Haarkappersbedryf of de verskaffing van toelidsente nie. Die Raad kan sy toestemming na goeddunken verleen of weerkom.

6.3 Geen werkgever mag, zonder om de voorafgaande toestemming van de Raad te verry, op enige persoon die bedryf van 'n opleidingsinrigting behartig of toelaat dat enige ander persoon, insluitende 'n werknemer, dit behartig gedur- rende die ure wanneer die saak vir die publiek oop is nie.

6.4 Enige werkgever wie se se persoe op die datum van inwerkingtreding van hierdie Ooreenkoms nie aan die bepa- lings van hierdie klusule voldoen nie, moet 90 dae hê om te voldoen aan genoemde bepaalings nadat hy deur die Sekretar- ris skriftlik in kennis gestel is om dit te doen.

7. AANSOEK OM EN UITREIKING VAN 'N SERTIFITAAT OM HAARKAPPERY TE BEOEFEN

7.1 Elke haarkapper wat 'n werkende werkgever is of 'n werknemer moet, binne die tydperk voorgeskryf in klusule 7.4 en op die wyse voorgeskryf in klusule 7.6 en die vorm voorgeskryf in klusule 7.6.1 by die Raad aansoek doen om 'n sertifikaat om haarkappy te beoefen, en so 'n aansoek moet vergeelope van die heffing voorgeskryf in klusule 7.8.

7.2 As die Raad, by ontvangs van 'n aansoek en die heffing bedoel in klusule 7.8 oortuig is dat die applicant aan die vereistes van hierdie Ooreenkoms voldoen, moet die Raad aan die betrokke applicant 'n sertifikaat vir die beoefene- ning van haarkappy uitreik, in die vorm voorgeskryf in Bylae E, en so 'n sertifikaat moet op 'n opvallende plek op die persoe vertoon word.

7.3 Geen sertifikaat om haarkappy te beoefen mag uit- gereik word nie tensy en totdat aan die bepaalings van hierdie Ooreenkoms voldoen is, en enige sertifikaat om haarkappy te beoefen wat uitgereik is in stryd met die bepaalings van hierdie Ooreenkoms, is ongeldig en moet aan die Raad op sy versoek teruggegee word.

7.4 Elke haarkapper aan wie redee 'n sertifikaat vir die beoefening van haarkappy uitgereik is, moet die Raad meedeel van enige verandering in die besonderhede wat daarin weergegee word, binne een maand vandat so 'n verandering plaasgevind het.

7.5 Enige werkgever en/of werknemer wat van plan is om as 'n haarkapper te begin werk in die loop van 'n kalender-jaar, moet by die Raad aansoek doen om aan hom 'n sertifi- kaat vir die beoefening van haarkappy uit te reik.

7.6 Die voorgeskrywe manier om aansoek te doen om 'n sertifikaat om haarkappy te beoefen is soos volg:

7.6.1 Elke aansoek om registrasie om haarkappy te beoefen moet wees in die vorm soos Bylae D uit- eencesit, en so 'n aansoek moet onder ander die afdeling en kategorie van die Bedryf waarin registrasie verlang word, spesifieker, asook die bowys wat by klusule 7.2 hiervan vereis word, en vergeelope gaan van twee helder identiese ongemonteerde foto's van by 60 by 35 millimeter wat die gees en skouers van die applicant weergee.

7.6.2 Een van die foto's moet soos volg agterop gewaarmerk wees deur 'n landdros, vrederegter of kommissaris van eade:

"Ek verklaar dat dit 'n getroue foto is van

Datu         
Handtekening van landdros, vrederegter of kommissaris van eade:

[Handtekening]

7.6.3 No employer shall, without obtaining the prior con- sent of the Council, cause or permit any premises or any part thereof in which he is performing or has performed toilet services to be let or sublet or occupied by any person for the purpose of such person's engaging in any work directly or indirectly connected with the Hairdressing trade or the provi- sion of toilet services. The consent of the Council may be given or withheld in its discretion.

6.3 No employer shall, without obtaining the prior con- sent of the Council, in any premises conduct or permit any other person, including an employee, to conduct the busi- ness of a training institution during the hours when the establish- ment is open to the public.

6.4 Any employer whose premises at the date of coming into effect of this Agreement do not comply with the pro- vision of this clause, shall have 90 days within which to comply with the said provisions after having been given writ- ten notice by the Secretary to do so.

7. APPLICATION FOR AND ISSUING OF A CERTIFICATE TO PRACTISE HAIRDRESSING

7.1 Every hairdresser who is a working employer or an employee shall, within the period prescribed in clause 7.4 and in the manner prescribed in clause 7.6 and in the form prescribed in clause 7.6.1, apply to the Council for a certifi- cate to practise hairdressing, and such application shall be accompanied by the levy prescribed in clause 7.8.

7.2 If the Council, upon receipt of any application and the levy referred to in clause 7.8, is satisfied that the applicant complies with the requirements of this Agreement, the Council shall issue to the applicant concerned a certificate to practi- ce hairdressing in the form prescribed in Annexure E, and such certificate shall be displayed prominently in the busi- ness premises.

7.3 No certificate to practise hairdressing shall be issued unless and until the provisions of this Agreement are com- plied with, and any certificate to practise hairdressing issued in contravention of the provisions of this Agreement, shall be invalid and shall be returned to the Council at its request.

7.4 Every hairdresser to whom a certificate to practise hairdressing has already been issued shall advise the Coun- cil of any change in the particulars reflected therein within one month of any such change taking place.

7.5 Any employer and/or employee who intends to commence operating as a hairdresser in the course of any calender year shall apply to the Council for the issuing to him of a certificate to practise hairdressing.

7.6 The prescribed manner of applying for a certificate to practise hairdressing shall be as follows:

7.6.1 Every application for registration to practise hairdressing shall be in the form set out in Annexure D hereto and such application shall specify Inter alia the section and category of the Trade in which registration is sought, and shall, in addition to the proof required in clause 7.2 hereof, be accompanied by two clear, identi- cal, unmounted photographs of 60 by 35 millimetres, showing the face and shoulders of the applicant.

7.6.2 One of the photographs shall be certified by a Magistrate, Justice of the Peace or Commissioner of Oaths, on the back, as follows:

"I certify this to be a true photograph of.................. 
Date

Signature of magistrate, justice of the peace or commissioner of oaths.........................."
7.6.3 There shall be three sections of the Trade, namely the gentlemen's trade, the ladies' trade and unisex.

7.6.4 There shall be three categories within each section of the Trade, namely open hairdressing, black hairdressing and general hairdressing.

7.6.5 Every application for the issuing of a certificate to practise hairdressing shall be accompanied by the levy prescribed in clause 7.8, which shall not be refundable under any circumstances.

7.6.6 No certificate to practise hairdressing shall be issued to—

(a) any hairdresser who does not comply with the standard of training prescribed by clause 8.5;

(b) any hairdresser who does not have the practical experience prescribed by clause 8.7.

7.7 Withdrawal and forfeiture of certificate to practice hairdressing:

7.7.1 The certificate remains the property of the Council and on demand must be returned to the Council or produced for inspection and may be withdrawn—

(a) if such person becomes subject to any disqualification referred to in clause 7.6.6;

(b) if such certificate is obtained on the strength of false information;

(c) if such certificate does not bear the seal of the Council.

7.7.2 No certificate to practise hairdressing shall be issued unless and until the provisions of this Agreement are complied with, and any certificate to practise hairdressing issued in contravention of the provisions of this Agreement shall be invalid and shall be returned to the Council.

7.8 Prescribed levy:

7.8.1 Every application for the issue of a certificate to practise hairdressing shall be accompanied by a levy of R10, which shall not be refundable under any circumstances.

7.8.2 An application by any person in terms of clause 7.5 for a certificate to practise hairdressing shall be accompanied by the full amount of the levy referred to in clause 7.8.1.

7.9 Codes on certificates:

On every certificate to practise hairdressing issued by the Council, the Council shall endorse one of the following codes, and each such code shall have the meaning assigned to it, viz.:

7.9.1 QET shall mean that the holder of the certificate is a person as contemplated in clause 3.1.18 (a) of the Agreement;

7.9.2 COTT shall mean that the holder of the certificate is a person as contemplated in clause 3.1.18 (b) or 3.1.18 (c) of the Agreement;

7.9.3 QA shall mean that the holder of the certificate is a person as contemplated in clause 3.1.18 (d) of the Agreement;

7.9.4 MC shall mean that the holder of the certificate is a person as contemplated in clause 3.1.18 (e) of the Agreement;

7.9.5 QC shall mean that the holder of the certificate is a person as contemplated in clause 3.1.18 (f) of the Agreement;

7.9.6 QBE shall mean that the Council has exempted the holder of the certificate from the requirement of obtaining any of the qualifications referred to in clause 3.1.18 while the status of the holder remains unchanged, i.e. if the holder is an employee, for as long as he remains an employee; if the holder is an employer, for as long as he retains his existing business and for as long thereafter as he remains an employer;
7.9.7 TH betekent dat die houer van die sertifikaat 'n leerlinghaarkeeper is, of deur die Raad beskou word as 'n leerlinghaarkeeper;

7.9.8 NW betekent dat die houer van die sertifikaat 'n nie-werkende werkgever is, en die beheer oor en bestuur van sy saak opgedra is aan 'n persoon bedoel in klousule 4.1.4 wie se sertifikaat nie met die kode OBE, TH of NW geëindosseer is nie.

7.10 Uitwissings of veranderings op registrasie-
bewyse:

Die Sekretaris moet enige registrasiebewyse konselleer wat krijtens klousule 7.2 hiervan uitgereik is en waarop enige uitwissings of veranderinge, behalwe dié deur homself, gemaak is.

7.11 Vervanging van verlore, beskadigde of vernie-
tigde registrasiebewyse:

7.11.1 Wanneer 'n registrasiebewys in klousule 7.5 bedoel, verlore, beskadig of vernietig is, kan die persoon aan wie die sertifikaat uitgereik is, by die Sekretaris om 'n dupi-
kaatsertifikaat aansoek doen.

7.11.2 Wanneer die registrasiebewyse beskadig is, moet die aansoek om 'n duplikaatsertifikaat vergesel gaan van die beskadigde sertifikaat, asook die foto's bedoel in subklousule 7.6.1.

7.11.3 Wanneer die registrasiebewyse verlore of vernietig is, moet die aansoek om 'n duplikaatsertifikaat vergesel gaan van die foto's in subklousule 7.6.1 bedoel, asook 'n beëdigde verklaaring waarin die omstandighede waaronder die sertifi-
kaat verlore geraak het of vernietig is, uitgeesig word.

7.11.4 Elke aansoek ingevolge klousule 7 moet vergesel gaan van 'n registrasiegeld soos in klousule 7.8 bedoel.

8. OPLEIDINGSVEREISTES

8.1 Behoudens die bepaling van klousule 8.9 mag geen persoon enige daad as 'n haarkeeper verrig nie tenby sodanig persoon die eksamen bedoel in klousule 8.6 geslaag het, om 'n sertifikaat om haarkeepery te beoefen aan hom uitgereik is.

8.2 Hierdie klousule tree met datum van publikasie in werking en is van die ooreenkoms van toepassing op alle haarkeepers of voornemende haarkeepers, uitsluitende haarkeepers (gekwalificeer) wat as sodanig deur die Raad erkennCORD.

8.3 Met ingang van die datum van publikasie van hierdie Ooreenkoms moet enige persoon wat as 'n haarkeeper optree, of van voorneem is om as 'n haarkeeper op te tree, die bogemekte eksamen slaag binne 'n tydperk van 12 maande vanaf die uitreikingsdatum van 'n vrystellingsertifikaat aan so 'n persoon om hom daarop geregte te maak om haarkeepery te beoefen; by gebreke daaraan verval sodo-
nage sertifikaat onverwydt en is dit van geen verdere waarde of effek nie, en moet dit onmiddellik deur so 'n persoon aan die Raad teruggesorg word.

8.4 'n Persoon wat die eksamen bedoel in klousule 8.6 nie slaag nie, mag nie deur die Raad aansoek doen om aan hom 'n sertifikaat om haarkeepery te beoefen uit te reik nie, tot tyd en wy sodanige persoon die genoemde eksamen geslaag het.

8.5 Die Raad kan vrystelling verleen met betrekking tot enige eksamen of kursus met die doel om aan hierdie klousule te voldoen.

8.6 Dие eksamen:

8.6.1 Die eksamen bedoel in klousule 8.1 is, in die dames- en die mansafsdeling vir die volgende sertifikaate.

(a) In die geval waar 'n persoon aansoek doen om 'n sertifikaat vir oop haarkeepery, die bevoegdheidsertifikaat vir oop haarkeepery;
(b) in die geval waar 'n persoon aansoek doen om 'n sertifikaat vir swart haarakkery, die bevoegdhedeisertifikaat vir swart haarakkery;

(c) in die geval waar 'n persoon aansoek doen om 'n sertifikaat vir algemene haarakkery, die bevoegdhedeisertifikaat vir algemene haarakkery.

8.6.2 In die geval waar 'n persoon aansoek doen om 'n sertifikaat vir manenhaarkery, is die bevoegdheidtsertifikaat vir manenhaarkery soos volg:

(a) in die kategorie oop haarakkery, vir swart haarakkery en op hare wat nie super gekru is nie;

(b) in die kategorie swart haarakkery, alleenlik vir swart haarakkery;

(c) in die kategorie algemene haarakkery, alleenlik op hare wat nie super gekru is nie.

8.6.3 In die dames- en die unisex-afdeling moet bekwaamheid soos volg bewys word:

(a) in die kategorie oop haarakkery, vir swart haarakkery en op hare wat nie super gekru is nie, in ontspanning, voorversorging, skeersense- en skernys, kruil en kartel, vaste karteling, dagstye, kleur, vry stil- eingsny, slaasstilering, sonstrepeg en houding: Met dien verstande dat van 'n kandidaat nie verwag mag word nie om meer as die helfte van die eksamenveritees te demonstreer op hare wat nie super gekru is nie, en dat 'n kandidaat kan kies om enige besondere vereiste op suke hare of in swart haarakkery te demonstreer;

(b) in die kategorie swart haarakkery vir swart haarakkery, in chemiese ontspanning (kandidaat moet ook in staat wees om die druk- en krul- en/of droogblaas (warm)-metodes te beskryf); chemiese uitwerkings op 'n mansmodel, stilering van hare (vry stilering), stilering deur te kruil en te kartel (uitsluitend knipkrul en vingerkorteling); kruilhervorming (vaste karteling); voorversorging, semivaste kleur van hare, houding en klippenhoudings;

(c) in die kategorie, algemene haarakkery, op hare wat nie super gekru is nie, in skeersense- en skernys, kruil en kartel, vaste karteling, dagstye, kleur, vry stil- eingsny, slaasstilering, sonstrepeg en houding.

8.6.4 In albei afdelings en in alle kategorieë, haarakkery word van eksamencandidate verwag om mondellige vrae te beantwoord wat bedoel is om 'n teoretiese begrip van die grondbeginsels van haarakkery te toon.

8.6.5 'n Komitee moet deur die Raad aangestel word bestaande uit ten minste twee lede, van wie een 'n werkgever en een 'n werkner verkeer moet wees, wat die eksamens bedoel in klousule 8.5 moet behartig en aanbevelings aan die Raad moet maak betreffende die uitrekking van bevoegdheidsertifikate.

8.6.6 Telkens as 'n werkgever of 'n werkner aansoek doen om enige eksamen in klousule 8.6.1 bedoel af te tien ene 'n bevoegdheidsertifikaat te verwag, moet hy daarmee verklaring sê dat hy bevoegdheid hierin het en daarmee aansoek maak om 'n bevoegdheidsertifikaat te verwag. Die Raad moet volgens die wetlik hierin help om die eksamen betrekking tot hierdie kategorie aan te bepaal.

8.6.7 Enige asseblif dat 'n eksamen moet beëindig en wat nie opslag op die beëindigde dag en tyd en plek nie, verloor die eksamen geld.

8.6.8 Enige kandidaat vir 'n eksamen wat die deur die Raad aangesteekte eksamintis bevredig en oor die bevoegdheid in die kategorie van haarakkery waarop die eksamen betrekking het, is gerechtig om 'n bevoegdheidsertifikaat in daardie kategorie van die Raad te verkry.
8.6.9 Nieteenstaande die bepalings van klousule 8.2, as die Raad eksamens vir bevoegdheidscertifikate gehou het te eniger tyd vir die datum van publikasie van hierdie Ooreenkoms, is enige sertifikaat wat voor daardie datum uitgereik is, net so geldig en doeltreffend asof dit na daarde datum uitgereik is.

8.7 Voorgeskrewe praktiese ondervinding vir die eksamen:
Geen persoon is geregist om tot die eksamen bedoel in klousule 8.6, toegelaat te word nie, teny hy in staat is om die Raad te bevredig dat hy—
8.7.1 in die geval van 'n kandidaat vir 'n eksamen in oop haarkappers, drie jaar praktiese ondervinding het as 'n leerling in 'n oop salon;
8.7.2 in die geval van 'n kandidaat vir 'n eksamen in swart haarkappers, twee jaar praktiese ondervinding het as 'n leerling in 'n swart salon;
8.7.3 in die geval van 'n kandidaat vir 'n eksamen in algemene haarkappers, twee jaar praktiese ondervinding het as 'n leerling in 'n algemene salon.

8.8 Voorgeskrewe opvoedkundige standaard en bywoning van 'n opleidingsinsiring:
8.8.1 Geen persoon is geregist om as 'n kandidaat toegeglass te word nie enige eksamen in klousule 8.6 bedoel, teny hy in staat is om die Raad te bevredig dat hy stand 8 gestlaag het of dat hy bevoeg is en 'n erkende kurses by 'n erkende opleidingsinsiring gevolg het.
8.8.2 Enige opleidingsinsiring mag, nadat hy die Raad bevredig het dat hy—
(a) voldoende belig en geventileer is en voorraan is van 'n voldoende voorraad warm en koue lopende water;
(b) toegestaan is by afgewys van 'n stelsel vir die ongevalde verwyning van afvalwater;
(c) gebou is van vloer- en muurmateriaal wat die skoonhou daarvan moontlik maak;
(d) toegestaan is met rankie, toebehore of ander vaste uitrusting wat gemaak is van glas, marmer of leëskap, of algemene materiaal wat maklik skoon en wasbaar is;
(e) voldoende uitgerus is met toiletbenodigdhede wat hom in staat stel om opleidingsfasilitate van 'n rede- like standaard te verseker vir ten minste vyf studente in praktisieke lesse als volg:
(f) nie gebruik word vir enige ander doel behalwe as vir 'n opleidingsinsiring nie, teny suklike enkye geneesmiddel van dié geskikte geneesmiddel met een ander persoon of dié geskikte geneesmiddel met een ander persoon;
(g) nie gebruik word vir 'n bedryf vir dié verskaffing van toilettoeleis nie behalwe soos 'n ure verskaf word;
(h) nie deur dié kandidaat gesamentlik met een ander persoon gehuur word nie, met uitsluiting van 'n vennoot wat by die verskaffing van opleiding in dieselfde besigheid as dié kandidaat betrokke is;
(i) nie gehuur word of gehuur word of gedeelde word of gedeelde word of gebruik word of gebruik word of gebruik word nie deur dié kandidaat gesamentlik met een ander persoon wat so se belange nie dieselfde as die belange van dié kandidaat is nie; Met dien verstaande dat dit nie in sy met hierdie klousule is nie as die kandidaat 'n vennoot van enige suklike ander persoon is en huise belang in dié vennootskap nie gelyk is nie;
(j) van geskipte gekwalifiseerde opleidingspersoneel voorraad is en opleiding en onderlig verskaf van 'n standaard ewereig by dié eksamenvereistes in klousule 8.6 bedoel of enige ander vereistes;
(k) ook is vir inspeksie deur persone wat deur die Raad aangestel is om die doel om te versoek dat die standaard van die aangeleenthede bedoel in klousule 8.8.2 gehandhaaf word;

en by betaling van 'n voorgestelde registrasiegeld, by die Raad geregeer word as 'n erkende opleidingsinrigting vir so 'n taak as wat dit aan klousule 8.8.2 voldoen, en die oplei- digingskurse wat deur enige sodanige opleidingsinrigting aangebied word vir die doel van die eksamen bedoel in klousule 8.6, moet kursusse wees wat deur die Raad goedgekeur is.

8.8.3 Elke opleidingsinrigting wat by die Raad aansoek doen om registrasie soos in klousule 8.8.2 bedoel, moet hom kontraktuur bind aan die Raad op so 'n wyse dat geen sodo- nige inrigting—

(a) sonder om die voorafgaande toestemming van die Raad te verkry, dit sal bewerkstellig of toelaat dat enige opleidingsinrigting of enige gedeelte daarvan waaraan opleiding gekies, verhuur of onderverhuur of beset word deur enige persoon met die doel dat so 'n persoon betrokke raak by enige werk wat direk of indirek verband hou met die Haarkappersbedryf of die verskaffing van toelietdiens, welke toestemming van die Raad na goed- dienke geëgee of weerso kan word, en sonder om enige rede daarvoor te verstrekt;

(b) met die oog op wins enige toelietdiens sal verry of verskaf in of vanuit die opleidingsinrigting behaal in die loop van opleiding;

(c) sonder om die voorafgaande toestemming van die Raad te verkry, in enige advertensie voorstel of instapt in dat sodanige opleidingsinrigting of enige van sy kursusse direk of indirek goedgekeur is deur die Raad en/of die werkgewers organisasie en/of die vakvereniging. Wanneer volgens die Raad so mening enige reklamesentrale, wat deur die opleidingsinrigting laat publiceer is of toegelat is om gepubliekeer te word, onty- dig is om die goeie van hierdie bepalinge, kan die Raad, nadat hy die betrokke opleidingsinrigting 'n geëenteelt genoem en met sy sake te verdui, die registrasie van sodanige inrigting ooskort of kansel, of vir 'n spesi- fieke tydperk of permanent.

8.8.4 Nieteenstaande die bepaling van klousule 8.8.2 kan die Raad enige opleidingsinrigting as 'n erkende oplei- digingsinrigting aandui en enige kursus wat deur sodanige inrigting aangebied word, as 'n goedgekeurde opleidings- kursus aandui. Geen opvoedkundige inrigting soos omskryf in die WMO word verplicht om die registrasiegeld in klousule 8.8.2 bedoel, te betaal nie.

8.9 Vrystellings:

8.9.1 'n Haarkapper (gelkwalifiseer) is nie onderwys in die bepaling van klousules 8.6, 8.7 en 8.8 nie, maar die Raad kan bowye tot die Raad se tevredenheid vereis dat hy 'n haarkapper (gelkwalifiseer) is.

8.9.2 Die Raad kan, op aansoek en om goeie redes, enige persoon oortuig van die bepaling van klousules 8.6, 8.7 en 8.8.

9. WERKSEKERIDEN

9.1 Geen werkgever mag enige werkner as 'n haark-apper in diens neem nie betuisk ooreenkomslik hierdie Ooreenkoms.

9.2 'n Werkgever mag nie toelietdiens in 'n bedryfsvirig- ting verskaf nie, en mag nie verwag of toelaat dat enige per- soon dit verskaf nie, tenby so 'n werkgever of persoon 'n gelkwalifiseerde haarkapper, 'n vaklering, 'n minderjarige, 'n leerlinghaarkapper, 'n sjamps of van 'n mannikuris en/of 'n skoonheidskundige is.

9.3 Die enigste werk met toelietdiens wat uitgevoer of verskaf mag word in 'n bedryfsvirigting deur —

9.3.1 'n mannikuris en/of 'n skoonheidskundige, moet wees soos in klousule 3.1.22 uiteengesit is;

(k) open to inspection by persons appointed by the Council with the object of ensuring that the standard of the matters referred to in clause 8.8.2 is being main- tained; and on payment of a prescribed registration fee, be regis- tered by the Council as an approved training institution for as long as it complies with clause 8.3.2, and the training courses offered by any such training institution for the purposes of the examination intended in clause 8.6 shall be courses approved by the Council.

8.3.3 Every training institution which applies to the Coun- cil for registration as contemplated in clause 8.3.2 shall con- tractually bind itself to the Council in such a manner that no such institution shall—

(a) without obtaining the prior consent of the Council, cause or permit any training institution or any part thereof in which training is conducted to be let or sublet or occupied by any person for the purpose of such per- son's engaging in any work directly or indirectly con- nected with the Hairdressing Trade or the provision of toilet services, which consent of the Council may be given or withheld in its discretion, and without giving any reason therefor;

(b) for the acquisition of gain perform or provide any toilet services in or from the training institution other than in the course of training;

(c) without the prior approval of the Council in any advertising suggest or imply that such training institution or any of its courses are directly or indirectly approved by the Council and/or the employer's organisation and/or the trade union. If in the opinion of the Council any advertising material caused or permitted to be published by the training institution is repugnant to the tenor and spirit of these regulations the Council may, after afford- ing the training institution concerned an opportunity to explain its case, suspend or cancel the registration of such institution either for a specified period or per- manently.

8.3.4 Notwithstanding the provisions of clause 8.3.2, the Council may designate any training institution as an ap- proved training institution and any course offered by such institution as an approved training course. No educational institution as defined in the MTA shall be required to pay the registration fee contemplated in clause 8.3.2.

8.9 Exemptions:

8.9.1 A hairdresser (qualified) shall not be subject to the provisions of clause 8.6, 8.7 and 8.8, but the Council may require proof to its satisfaction that he is a hairdresser (quali- fied).

8.8.2 The Council may on application and for good cause exempt any person from the provisions of clause 8.6, 8.7 and 8.8.

9. SECURITY OF EMPLOYMENT

9.1 No employer shall employ any employee as a hair- dresser other than as permitted by this Agreement.

9.2 An employer shall not render toilet services in an establishment and shall not require or permit any person to render such services unless such employer or person is a certificated hairdresser, an apprentice, a minor, a trainee hairdresser, a shampooist or a manicurist and/or beauty cul- ture.

9.3 The only work or toilet services which may be performed or provided in an establishment by—

9.3.1 a manicurist and/or a beauty culturist, shall be that referred to in clause 3.1.22;
9.4. Behaal in die mate soos in klousule 9.5 bepaal, mag geen werker 'n leerlinghaarkeeper in diens neem nie, behalwe volgens 'n opleidingskontrak van twee jaar vir die kategorie swart of algemene haarkeeper, en drie jaar vir dié kategorie oop haarkeeper, wat—
9.4.1 nie geldig is nie ten spyte dit skriflik en persoonlik getekene deur die werkgever en die werknemer;  
9.4.2 in die vorm wat in Bylase F voorgeskryf word;  
9.4.3 gesluit moet word binne 14 dae vanaf die aanvangsdatum van die betrokke werknemer se diens en wat per geregistreerde pos aan die Sekretaris van die Raad besorg moet word vir registrasie binne 14 dae vanaf die datum waaraan dit gesluit is;  
9.4.4 op aansoek by die Raad en om goeie redes deur die Raad verlang word op die beding dat die waardes wat die Raad goedgevind.

9.5 Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms moet enige werknemer wat sou kwaliﬁser om 'n leerlinghaarkeeper te wees as dit nie was vir dié feit dat daar geen opleidingskontrak soos in klousule 9.4 bedoel bestaan nie, as daardie werknemer ononderbroek in die Haarkappersbedryf in diens was vir 'n tydperk van 12 maande vrygestel word van die vereistes vir 'n sertiﬁkaat om haarkeeper te beoefen in enige kategorie, en sodanige werknemer en sy werkgever moet daarna onverwag na die bepalinge van klousule 9.4 voldoen.

9.6 'n Werkgever en/of werknemer en/of voornemende werknemer mag nie 'n premie vir die opleiding van enige persoon in toelidingsmeele eis of aanvaar nie, en 'n werknemer mag dit nie gee of betaal nie: Met dien verstande dat dié hierin verwys van toepassing is met betrekking tot 'n opleidingskraam of opleidingshoës in die werkgever wetlik moet bydra nie.

9.7 'n Werkgever mag niemand onder die ouderdom van 18 jaar in diens neem nie, en geen minderjarige mag in enge hoedanigheid hoegenaamd in diens geneem word nie, behalwe die waardering van dié ooreenkoms die bepalinge van die WMO in die Bedryf in die toekoms saam in hierdie Ooreenkoms voorgeskryf.

9.8 Los werknemers mag in diens geneem word slegs om werknemers of werkende werkgevers of vensters te vervang wat tydelik afweesig of met siekteverlof of geelyke redens verlang.

9.9 Daathydse werk, behalwe soos in klousule 9.8 bepaal, word nie sonder vrystelling van die Raad toegelaat nie.

9.10 Indien 'n vak leerling 'n kwaliﬁsierende vaktoets slaag met die gewoog dat sy vak leerlingkontrak ooreenkoms stig die WMO/ITB as beëindig oorkos word, word so 'n werk- nemer 'n haarkeeper (gekwaliﬁser).

9.11 Geen werkgever mag 'n haarkeeper in diens neem nie sonder dat daardie haarkeeper 'n geldige sertiﬁkaat om haarkeeper te beoefen aan hom toon.

9.12 Die sertiﬁkaat om haarkeeper te beoefen van elke haarkeeper in 'n bedryfsinrigting moet op 'n opvallende plek daarin vertoon word.

9.13 Die registrasiewys bedoel in klousule 5.8 moet op 'n opvallende plek in die bedryfsinrigtings daarby betrekking het, vertoon word.

9.14 Elke werkgever moet maandeliks, op die vorm voorgeskryf in Bylase A, die volle name weergee van alle persone in diens, insluitende minderjariges en vak leerlinge.
9.15 Every employer shall disclose on the prescribed monthly return any employee engagements and/or terminations of service.

9.15.1 Until such disclosures are made the employer shall remain liable for all Council dues as specified in the Agreement or as contained in the return.

9.15.2 Such disclosures shall be made on the monthly return form of the month immediately preceding such employee changes or in writing to the Secretary of the Council, P.O. Box 2182, Durban, 4000, within seven days of any such employee changes taking place.

9.16 Notwithstanding the provisions of clause 9.10 and from date of the coming into operation of this Agreement, no one who is not at the time employed as a shampooist by any employer shall be employed as a shampooist by any employer, unless such person has for at least one year in the immediately preceding three years been in continuous employment as a shampooist and that fact is vouched for by the records of the Council. A Council refusal, on the hand of the Secretary, for the time being, of the Council or his duly authorized deputy, stating the length of time during which any person has been employed as a shampooist according to the records of the Council, shall be conclusive proof of the facts stated therein and it shall not be necessary to prove the capacity of the signatory of such certificate.

10. COMMISSION AGREEMENT

10.1 An employer may agree with his employee, in addition to the wage prescribed for such employee in clause 11, commission on the value of work performed and/or sales of toilet requisites by such employee (hereinafter called a "commission agreement").

10.2 No commission agreement entered into after the coming into operation of this Agreement shall be valid unless it is in writing and is signed by the employer and the employee personally. A commission agreement shall contain the following particulars:

10.2.1 The identity of the parties and the basic wage agreed upon, in the event of such basic wage being higher than the prescribed wage;
10.2.2 the rate of commission agreed upon and the conditions of entitlement;
10.2.3 the day of the week or month when commission earned is due and payable;
10.2.4 the period of notice, which shall not be less than one week and shall be in writing, to be given by the employer or his employee in order to cancel or to negotiate for the alteration of the conditions on which the commission is payable.

Commission payable in terms of this clause shall be entered in the wage book in the same manner as wages payable in terms of clause 11.

10.2.5 Such commission agreement shall be signed by the parties thereto before two witnesses within 30 days from commencement of employment.

10.3 Every employer shall within three days of being requested to do so—
(a) by an employee who has entered into a commission agreement with such employer;
(b) by the Secretary or an agent of the Council, supply any such person so requesting it with a copy thereof.
10.4 'n Kommissie-coreenkom mag in die vorm soos uitgebeeld in Bylase G wees, of in 'n vorm wat wesenslik dieselfde is.

11. BETALING VAN LONE

11.1 Geen lone laer as die onderstaande mag deur 'n werkgever betaal en deur 'n werknemer aanvaar word nie:

<table>
<thead>
<tr>
<th>KODE</th>
<th>Loon per maand</th>
</tr>
</thead>
<tbody>
<tr>
<td>QET</td>
<td>720.00</td>
</tr>
<tr>
<td>COTT</td>
<td>840.00</td>
</tr>
<tr>
<td>CC</td>
<td>720.00</td>
</tr>
<tr>
<td>MC</td>
<td>840.00</td>
</tr>
<tr>
<td>COH</td>
<td>720.00</td>
</tr>
<tr>
<td>CE</td>
<td>840.00</td>
</tr>
<tr>
<td>TH</td>
<td>720.00</td>
</tr>
<tr>
<td>NW</td>
<td>840.00</td>
</tr>
</tbody>
</table>

11.4 A commission agreement may be in the form set out in Annexure G hereto or in a substantially similar form.

11.5 PAYMENT OF WAGES

11.1 No employer shall pay and no employee shall accept wages at rates lower than the following:

<table>
<thead>
<tr>
<th>CODE</th>
<th>Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>QET</td>
<td>Hairdresser (qualified) with code QET, CC or COH:</td>
</tr>
<tr>
<td></td>
<td>First year after qualifying:</td>
</tr>
<tr>
<td></td>
<td>Thereafter</td>
</tr>
<tr>
<td></td>
<td>Hairdresser (qualified) with code COTT or MC:</td>
</tr>
<tr>
<td></td>
<td>First year after qualifying:</td>
</tr>
<tr>
<td></td>
<td>Thereafter</td>
</tr>
<tr>
<td></td>
<td>Hairdresser with certificate to practice hairdressing, code CE:</td>
</tr>
<tr>
<td></td>
<td>During first year:</td>
</tr>
<tr>
<td></td>
<td>Thereafter</td>
</tr>
<tr>
<td></td>
<td>Trainee hairdresser with code TH:</td>
</tr>
<tr>
<td></td>
<td>First year</td>
</tr>
<tr>
<td></td>
<td>Second year</td>
</tr>
<tr>
<td></td>
<td>Third year</td>
</tr>
<tr>
<td></td>
<td>Manicurist and/or beauty culturist:</td>
</tr>
<tr>
<td></td>
<td>First six months of experience</td>
</tr>
<tr>
<td></td>
<td>Second six months of experience</td>
</tr>
<tr>
<td></td>
<td>Thereafter</td>
</tr>
<tr>
<td></td>
<td>Receptionist and/or telephonist</td>
</tr>
<tr>
<td></td>
<td>Shampooist*</td>
</tr>
<tr>
<td></td>
<td>First year: As a learner</td>
</tr>
<tr>
<td></td>
<td>Thereafter</td>
</tr>
<tr>
<td></td>
<td>General assistant</td>
</tr>
<tr>
<td></td>
<td>Casual employee</td>
</tr>
</tbody>
</table>

NOTE: A trainee does not mean an apprentice. A trainee is someone over 21 years of age who does not have an apprenticeship contract in terms of the MTA/ITB. Part-time employee: 60 per cent of the amount specified for the category in which employed.

11.2 Bywoningstoelae:

Aan elke sjampoës en elke leerling sjampoës moet daar 'n bywoningstoelaai van R15 per maand betaal word vir elke maand wat die werknemer nie van die werk afwas vir nie. Die toelaai moet saam met sy ander besoldiging betaal word en is nie van toepassing op oortydwerk nie: Met dien verstandek dat indien 'n werknemer nie die volle aantal ure, soos voorgeskryf in die Ooreenkoms, werk nie, die toelaai nie vir enige aantal ure gewerk betaal moet word nie.

NOTA: 'n Leerlinghaarkapper is nie 'n vakleerling nie, maar is iemand die deur die oordom van 21 jaar wat nie 'n vakleerling- kontrak coreenkom nie nie. Dergelyke werknemer: 60 persent van die gespesifieerde bedrag vir die kategorie waarin die werknemer werkzaam is.

11.2 Attendance allowance:

Every shampooist and every learner shampooist shall be paid an attendance allowance of R15 per month for every month during which the employee was not absent from work. This allowance shall be paid at the same time as his or her remuneration is paid and is not applicable to overtime: Provided that where such employee does not work the full number of hours prescribed in the Agreement, the allowance shall not be paid in respect of any hours worked.
11.3 Betaling van besoldiging:

Besoldiging moet weeklikse of maandelijkse betaal word, na gelan van die geval. Lone wat weeklikse betaal moet, moet op die Saterdag van elke week nie later as 12:00 betaal word nie. As 'n werknemer maandelijkse betaal word, moet so 'n werknemer enige besoldiging wat ingevolge hierdie Ooreenkoms verskuldig is, op die laaste dag van elke maand betaal word nie later nie as 17:30 of nie later nie as 12:00 uur in die geval waar so 'n laaste dag op 'n Saterdag val: Met dien verstande dat, sou so 'n dag van 'n bapaaide maand nie 'n besighedstdag wees nie, sulkie lone op die besighedstdag onmiddellik voor so 'n dag betaal moet word.

11.3.1 Wanneer 'n werknemer se diens voor die gebruiklike betaaldag einde, moet lone onmiddellik met sulkie beëindiging betaal word. Alle verskuldigde verdienste moet in 'n gesote koever geplaas word, en betaling moet soos volg geskied:

(a) Elke werknemer moet 'n staat gegee word wat sy totale besoldiging, betaling vir gewone tyd en ooreid, kommissiestoe al en elke aftrekking aandelui. 'n Los werknemer moet die besoldiging, wat hom toekom, met die beëindiging van elke dienskontrak betaal word.

(b) Betaal van lone moet geskied op die plek waar die werknemer werklik betrokke of werkzaam is ten tyde van loontebaling.

11.3.2 Niets in klousule 11.1 mag 'n vermindering van die loon teweegbring wat 'n werknemer ontvang het op die datum van inwerkingsbetrekke van hierdie Ooreenkoms terwyli so 'n werknemer by dieselfde werkgever in diens bly.

11.4 Gematigde aftrekkings:

Hoogenaam geen aftrekings mag gemaak word van die bedrag wat 'n werknemer toekom nie, buiten die volgende:

11.4.1 Behalwe soos bepaal in klousule 11.4, wanneer 'n werknemer van die werk afwesig nie in opdrag of op versoek van sy werkgever nie, 'n pro rata-bedrag vir die tydperk van sulkie afwesigheid.

11.4.2 Bydrae tot die Raad se fondse ooreenkomsgrond klousule 17.1 van hierdie Ooreenkoms.

11.4.3 Enige bedrag wat 'n werkgever ooreenkomsentig enige wet of op las van enige bevoegde hof weteldig mag of moet aftrek.

11.4.4 Ledegelede en heffings aan die Natalse Tak van die "So Scottish Hairdressers' Employees’ Industrial Union.

11.5 Sonder benadeling van klousules 9.1 en 9.2 moet enige persoon wat in stryd met hierdie Ooreenkoms as haar-kapper by 'n werkgever in diens is, deur daardie werkgever die lone betaal word waartoe ‘n haar-kapper (gkekwalifiseerd) geregilig is en so 'n werknemer moet as 'n haar-kapper (gkekwalifiseerd) beskou word.

11.6 Telkens as 'n vooros of leenning op versoek van die werknemer deur die werkgever gegee word, mag die werkgever, by ontvangs van 'n aftrekkoorder wat deur die werknemer geteken is, gepaste bedrae aftrek van sy daaropvolgende lone of verdienste, maar geen enkele aftrekking mag 15 persent van die besoldiging waarvan dit afgetrek word, oorskry nie. As die dienste van enige werknemer beëindig word, om welke rede ook al, voordat die leen of vooros toe ten volle terugbetaal is, is die werkgever geregilig om die verskuildigde bedrag van sy lone of verdienste te verhaal:

Met dien verstande dat 'n werknemer wat benadeel voel deur die toepassing van hierdie klousule op hom, by die Raad mag appeal en so 'n besluit deur die Raad mag, nadat hy so 'n bantoe ontvang het, daardie besluit bevestig of 'n ander besluit gee soos wat op sy mening geregilig moet gehou word.

11.7 Payment of remuneration:

Remuneration shall be paid weekly or monthly, as the case may be. Wages paid weekly shall be paid on the Saturday of each week and not later than 12:00. Where an employee is paid monthly, such employee shall be paid any remuneration due in terms of this Agreement on the last day of each month and not later than 17:30, or not later than 12:00 in the event of such last day being on a Saturday. Provided that should such day of that particular month be other than a business day, such wages shall be paid on the business day immediately preceding such day.

11.3.1 Where an employee’s service terminates before the usual pay-day, wages shall be paid immediately on such termination. All earnings due shall be placed in a sealed envelope, and payment shall be effected as follows:

(a) Every employee shall be given a statement of payment showing his total remuneration, ordinary time and overtime payment, commission allowances and each deduction. A casual employee shall be paid the remuneration due to him upon termination of each contract of employment.

(b) Payment of wages shall be made at the place where the employee is actually engaged or employed at the time of the payment of the wages.

11.3.2 Nothing contained in clause 11.1 shall operate to permit a reduction in the wage an employee was receiving at the date of the coming into operation of this Agreement while such employee remains in the employ of the same employer.

11.4 Authorised deductions:

No deductions of any description other than the following may be made from the amount due to an employee:

11.4.1 Save as provided in clause 14, where an employee is absent from work other than on the instructions or at the request of his employer, a pro rata amount for the period of such absence.

11.4.2 Contributions to Council funds in terms of clause 17.1 of this Agreement.

11.4.3 A deduction of any amount which an employer is legally, in terms of any Act or by order of any competent Court, required or permitted to make.

11.4.4 Subscriptions and levies to the Natal Branch of the South African Hairdresser’s Employee’s Industrial Union.

11.5 Without prejudice to clause 9.1 and 9.2 any person employed by an employer as a hairdresser in contravention of this Agreement shall be paid by that employer the wages to which a hairdresser (qualified) is entitled and such employee shall be deemed to be a hairdresser (qualified).

11.6 Whenever an advance or loan is made by the employer at the request of the employee, the employer may, on receipt of a stop order signed by the employee, make suitable deductions from his subsequent wages of earnings. But no one deduction shall exceed 15 percent of the remuneration from which it is deducted. If the services of any employee are terminated, for any reason, before the loan or advance has been repaid in full, the employer shall be entitled to recover the amount owing from his wages or earnings. Provided that an employee who is aggrieved by the application to him of this clause, may appeal to the Council against such a decision and the Council may, after considering any such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.
12. HOURS OF WORK AND PAYMENT FOR OVERTIME AND WORK ON SUNDAYS AND PUBLIC HOLIDAYS

12.1 No employer shall work nor shall an employer require or permit an employee to work for more than 48 hours during any week of six working days, other than as provided in clause 12.9 below.

12.2 The working days and ordinary daily hours of work shall be in accordance with the schedule below, with an interval of one hour for lunch to be taken between 11:30 and 14:30 on Mondays to Fridays (inclusive): Provided that an employer shall not require or permit an employee to work for more than five hours continuously on any day without an interval of not less than one hour during which no work shall be performed, and such interval shall not be deemed to be part of the ordinary hours of work.

12.3 Any period of work interrupted by intervals of less than one hour shall be deemed to be continuous.

SCHEDULE

Mondays, Tuesdays, Wednesdays, Thursdays, Fridays: Hours of work not to exceed eight in a 24-hour period.

Saturdays: Hours of work not to exceed six in a 24-hour period.

12.4 Hours of work to be consecutive:

All hours of work of an employee shall be consecutive except for meal intervals.

12.5 All employees shall be allowed an interval of at least one hour for a meal on all working days: Provided that in lieu of the meal intervals an employer and his employee may agree that the employee will take the time off at a mutually acceptable time. Such time of will be deemed to be ordinary hours worked.

12.6 Notwithstanding clause 12.5, in the event of a public holiday falling during the week, all accumulated time in terms of clause 12.5 may be taken as follows:

12.6.1 The employee may be paid at the prescribed overtime rate for all hours worked in terms of clause 12.6.

12.6.2 The employee may take normal meal intervals of at least one hour per day.

12.7 No employee shall undertake or perform any hairdressing work outside the hours laid down in clause 12.9.

12.8 Included in the hours of work of an employee who is a trainee hairdresser shall be any time away from work for the purposes of—

(a) attendance required by the Council at a training institution approved by the Council;

(b) attendance at any examination as directed by the Council, if such attendance falls on a day other than a Sunday or public holiday.

12.9 Overtime:

All hours worked in excess of the ordinary weekly hours prescribed in the above Schedule shall be deemed to be overtime and any part of an hour shall be deemed to be one hour.

12.9.1 Payment for all overtime worked, including work on a Sunday and/or public holidays: An employer shall pay his employee in respect of any hours worked in excess of the ordinary weekly hours prescribed in the above Schedule, at the prescribed overtime rate, which shall be not less than one and a half (1,5) times the prescribed basic hourly rate. Such hourly rate to be calculated as follows:

Step 1:

Prescribed monthly basic rate divided by 4 and 1 third (4,33):

= Prescribed Basic Rate

4,33

= Prescribed weekly wage.
**Step 2:**

Voorgeskrewe weekloon gedeel deur 46:

\[ \text{Voorgeskrewe Weeklikse Loon} \quad \text{=} \quad 46 \]

\[ \text{uurloon.} \]

**Step 3:**

Totale oortydure gewerk \( \times 1,5 \) x uurloon:

\[ \text{Oortydloon.} \]

12.10 **Openbare vakansiedag:**

Telkens as 'n werkgever van 'n werknemer vereis of hom toelaat om op 'n openbare vakansiedag te werk, moet die werkgever, behalwe soos in klosule 14 (2) bepaal, sy werknemer, bo en behalwe sy gewone loon, betaal ten opsigte van elke uur deur so 'n werknemer gewerk, teen 'n koers van nie minder nie as een en 'n halwe keer sy gewone uurloon.

12.11 Nietsenaande die bepalings van klosule 12.9, wanneer in een week 'n werknemer van dié werk afwesig is tydens of gedurende al die gewone werkure soos in klosule 12.2 hiervan voorgestel, moet sulklike gewone ure wat nie deur dié werknemer gewerk is nie, van die voorgeskrewe basiese loon of enige oortydure gewerk wat afgetrek word, en dié ure wat so afgetrek word, moet teen die werknemer se gewone loon bereken word: Met dien verstande dat-

(a) as die aantal gewone werkure wat die werknemer afwesig is in een week, meer is as die aantal oortydure wat gewerk is, al suklike oortydure teen die werknemer se gewone uurloon betaal moet word;

(b) vir die doel van paragraaf (a) hiervan enige oortyd wat op 'n Saterdag, Sondag en/of openbare vakansiedag gewerk is, as ingesluit beskou word;

(c) wanneer 'n werknemer van dié werk afwesig is met toestemming van sy werkgever of afwesig is weens siekte, die bepalings van hierdie subklosule nie van toepassing is nie en in so 'n geval moet die oortydure wat gewerk is, teen die voorgeskrewe oortydloon betaal word: Met dien verstande dat 'n werkgever 'n mediese sertifikaat van 'n werknemer mag vereis as bewys van sy rede vir afwesigheid;

(d) enige werknemer wat hom veroorreg voel deur die toepassing van enige van die bepalings van subklosule 12.11 op hom, by die Raad kan appelleer teen die besluit wat die werkgever op hom toegespas het, en die Raad mag, nadat hy enige redes onderwag het wat vir so 'n besluit ingelewer is, 'n besluit gee wat na sy mening gesig gegaan moet gewees het in sodanige geval.

12.12 **Beperking van oortyd:**

12.12.1 Geen werkgever mag 'n werknemer toelaat om meer as 10 uur oortyd in een week te werk nie.

12.12.2 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie behalwe as hy-

(a) aan so 'n werknemer voldoende kennis daarvan gegee het;

(b) so 'n werknemer voldoende tyd gegun het om 'n maaltyd te geniet voordat met sodanige oortyd begin word.

**13. TYD EN LOONREGISTER**

13.1 Ingelooide artikel 57 (1) van die Wet moet elke werkgever, met betrekking tot alle persone by hom in diens, te alle tyde aantekeninge hou van alle—

(a) lene betaal;

(b) kommissie betaal;

(c) tyd gewerk;

(d) oortyd gewerk; en

(e) aftrekkings.

**Step 2:**

Prescribed weekly wage divided by 46:

\[ \text{Prescribed Weekly Wage} \quad \text{=} \quad 46 \]

\[ \text{hourly rate} \]

**Step 3:**

Total overtime hours worked \( \times 1,5 \) x hourly rate:

\[ \text{overtime rate.} \]

12.10 **Public holidays:**

Whenever an employer requires or permits an employee to work on a public holiday he shall, save as provided in clause 14 (2), in addition to his ordinary wage, pay and worked by such employee, at a rate of not less than one and a half times his ordinary hourly rate.

12.11 Notwithstanding the provisions of clause 12.9, where in any one week an employee absents himself from work during any or all of the ordinary hours of work as prescribed in clause 12.2 hereof, such ordinary hours not worked by the employee shall be deducted from the prescribed basic wage or any overtime worked and the hours so deducted shall be paid for at the employee's ordinary rate: Provided that—

(a) if the number of ordinary hours of work during which the employee is absent in any one week is in excess of the number of overtime hours worked, all such overtime hours shall be paid for at the employee's ordinary hourly rate;

(b) for the purposes of paragraph (a) hereof, any overtime worked on a Saturday, Sunday and/or public holiday shall be deemed to be included;

(c) where an employee is absent from work with the permission of his employer or is absent on account of illness, the provisions of this clause shall not apply and the overtime hours worked in such case shall be paid for at the overtime rate prescribed: Provided that an employer may require an employee to produce a medical certificate in proof of the cause of his absence;

(d) any employee who is aggrieved by the application to him of any of the provisions of clause 12.11 may appeal to the Council against the decision applied to him by the employer, and the Council may, after considering any reasons which may be submitted for such decision, give such decision as in its opinion ought to have been given in such case.

12.12 **Limitation of overtime:**

12.12.1 No employer shall permit an employee to work overtime in excess of 10 hours in any one week.

12.12.2 An employer shall not require or permit an employee to work overtime unless he has—

(a) given adequate notice thereof to such employee;

(b) given such employee adequate time in which to partake of a meal before the commencement of such overtime.

13. **TIME AND WAGE RECORDS**

13.1 In terms of the provisions of section 57 (1) of the Act every employer shall at all times keep, in respect of all persons employed by him, records of all—

(a) wages paid;

(b) commissions paid;

(c) time worked;

(d) overtime worked; and

(e) deductions.
13.2 Behalte die betrokkene in kloksure 13.1 bedoel, moet elke werkgever ook sulke aantekeninge skriftelik, in ink of in tikkraf, en in leesbare letters, in stand hou.

13.3 Werknemers moet tydstate voltooi soos dit deur die werkgever vereis word.

13.4 Die aantekeninge bedoel in kloksures 13.1 en 13.2, moet deur die werkgever vir ‘n tydperk van ten minste drie jaar gehou word.

13.5 Bywonningsregister:

13.5.1 Elke werkgever moet in sy bedryfsonering een of meer bywonningsregisters verskaf, in die vorm voorgeskryf in Bylase I van hierdie Ooreenkomst, waarin voorsiening gemaak word vir die inskrywings wat ‘n werknemer ingevolge kloksure 13.3 moet maak.

13.5.2 ‘n Werkgever moet in so ‘n bywonningsregister dag vir dag aantekeninge byhou van dié naam en beroep van elke werknemer.

13.5.3 Tensy hy deur ‘n onverwagte oorsaak verbinder word, moet elke werknemer teen opsigte van elke dag wat deur hom gewerk is en op daardie dag—

(a) in so ‘n bywonningsregister aanteken—
   (i) sy handtekening;
   (ii) die tyd wanneer hy begin werk het;
   (iii) die tyd wanneer elke etanse- of ander pause begin en eindig, wat nie as gewone werktyd gereken word nie; en
   (iv) die tyd wanneer sy werk vir daardie dag eindig:
   Met dié verstande dat, as ‘n werknemer nie kan lees of skryf nie, sy werkgever vir hom die nodige inskrywings moet maak en teken ten opsigtie van (i) tot en met (iv) hiervan;
   (b) die nodige inskrywings ten opsigtie van (i) en (ii) hierbo maak voordat met die daagliës werk begin word.

13.5.4 ‘n Werkgever moet so ‘n bywonningsregister vir ‘n tydperk van nie minder nie as drie jaar vanaf die datum van die laaste inskrywing daarin, hou.

13.5.5 Elke inskrywing in ‘n bywonningsregister moet in ink of met ‘n balpen geposaas en nie met ‘n potlood nie.

14. JAARLIKSE VERLOF EN OPEN bare VAKSANGADE

14.1 Elke werknemer, uitgesonder ‘n los werknemer, is geregtig op verlof met volle betaling, en dit moet aan hem toegestaan word en hy moet dit noem, op alle openbare vakansiedag in kloksure 14.15 bedoel.

14.2 Elke werknemer, uitgesonder los en deeltijdse werknemers, moet vir elke diensjaar by diezelfde werkgever drie weke verlof tot afwesigheid met volle betaling toegestaan word, bereken teen die weeklikse loon wat die werknemer ontvang het voor sy vertrek met sullke vertrek. Drie drie weke, wat of agtereenvolgens geneem mag word of, op skriftlike verskoon van die werkgever, in twee afsonderlike tydperke van twee agtereenvolgende weke en een week, of drie afsonderlike tydperke van een week moe, moet 18 werkdae insluit, en wanneer ‘n openbare vakansiedag binne sodanige verlofydpark val, moet so ‘n vakansiedag by die genoemde tydperk van verlof tot afwesigheid met volle betaling gevoeg word.

14.2.1 Die werknemer mag, volgens ‘n onderrigde ooreenkomst met die werkgever, verlofbetaling neem vir sy vertrek op verlof, of dit met sy terugkeer by sy normale maandelike loon laat insluit.

14.2.2 Wanneer die totale jaarlikse verlofydpark ooreenkomstig kloksure 14.2 in afsonderlike tydperke geneem word, moet volgens ‘n onderlinge reëling tussen die werkgever en die werknemer geneem word binne ses maande nadat dit beskikbaar word.

13.2 Every employer shall maintain the particulars referred to in clause 13.1 in legible characters in writing, in ink, or in typescr ipt.

13.3 Employees shall complete time sheets if so required by the employer.

13.4 The records referred to in clause 13.1 and 13.2 shall be retained by the employer for a period of at least three years.

13.5 Attendance register:

13.5.1 Every employer shall provide in his establishment one or more attendance registers, in the form prescribed in Annexure I to this Agreement, in which provision is made for the entries which an employee is, in terms of clause 13.3, required to make.

13.5.2 An employer shall by day keep record in such attendance register of the name and occupation of every employee.

13.5.3 Unless precluded from doing so by unavoidable cause, every employee shall, in respect of each day worked by him and on that day—

(a) record in such attendance register—
   (i) his signature;
   (ii) the time he commenced work; and
   (iii) the time of commencement and termination of each meal or other interval which cannot be regarded as ordinary hours of work; and
   (iv) the time of finishing work for that day:

Provided that, if an employee is unable to read or write, his employer shall on his behalf make and sign the necessary entries in respect of (i) to (iv) hereof inclusive;

(b) Make the necessary entries in respect of (i) and (ii) above before commencing work for the day.

13.5.4 An employer shall retain such attendance register for a period of not less than three years after the date of the last entry therein.

13.5.5 Every entry in an attendance register shall be made in ink or ball point pen but not in pencil.

14. ANNUAL LEAVE AND PUBLIC HOLIDAYS

14.1 Every employee, except a casual employee, shall be entitled to and granted and shall take leave on full pay on all public holidays referred to in clause 14.15.

14.2 Every employee, except casual and part-time employees, shall be granted in each year of service with the same employer, three weeks' leave of absence on full pay, calculated according to the weekly wage the employee was receiving prior to proceeding on such leave. The three weeks, which may be taken either consecutively or, at the written request of the employee, in two separate periods of two consecutive weeks and one week or three separate periods of one week, shall include 18 working days, and whenever a public holiday falls within the period of leave in terms thereof, such holiday shall be added to the said period of leave of absence on full pay.

14.2.1 The employee may, by mutual agreement with the employer, leave pay prior to proceeding on leave or have it included in his normal monthly wages on his return.

14.2.2 The total period of annual leave in terms of clause 14.2 when taken in separate periods shall, by mutual arrangement between the employer and the employee, be taken within six months of its falling due.
14.3 Elke werknemer wat in diens is op 'n deelydis basis soos omskryf in klousule 3 van hierdie Ooreenkoms, mag verlof laat oploopt teen een en 'n halve dag vir elke 199 uur van volledige maand gewerk.

14.4 Jaarlikse verlof ooreenkomstig klousule 14.2 moet geneem word op 'n tyd wat tussen die tydperk waarin die werknemer gereeld is ten minste ses maande voordat suike verlof beskikbaar word, en moet in ieder geval deur die werk- gewer toegestaan word en deur die werknemer geneem word sodat dit begin binne twee maande nadat dit beskikbaar word.

14.5 Wanneer 'n werknemer, wat nie 'n deelydisse werknemer is nie, se diens beëindig word voor die voltooiing van 'n jaar diens maar na die voltooiing van een maand diens, is die werknemer geregtig op een-seventiende van 'n week se loon soos hy ontvang het ten tyde van sy dienosei/indiging, vir elke voltooi die week diens in die onvoltooi de jaar.

14.6 Wanneer 'n werknemer, wat nie 'n deelydisse werknemer is nie, 'n jaar diens deur diensselfde werkgever voltooi het, word daarna van hom vereis om verlof te neem ooreenkomstig klousule 14, en van sy werkgever word vereis om suike verlof aan hom te gee binne twee maande nadat dit beskikbaar word ingevolge hierdie klousule, en die werk- gewer moet aan die werknemer 'n bedrag betaal bereken teen die weeklikse of maandelyk loon, met uitsluiting van kortebetalings en kommissie, wat die werknemer ontvang het onmiddellik vir sy vertrek met verlof, tot die tyd wanneer sy verlof beskikbaar geword het, en so 'n bedrag moet onver- wyd deur die werkgever aan die werknemer betaal word, terwyl van die balans van enige verlofbetaling wat tot die ge- noemde werknemer se krediet staan, met betrekking tot klousule 14.3.

14.7 Vir die doel van hierdie klousule is 'n werknemer wat nie 'n deelydisse werknemer is nie se diensjaar, plus enige openbare vakansiedae wat binne daardie tydperk val, waar- voor hy gereed is om jaarlikse verlof te kry met volle betaling soos in hierdie klousule bepaal, 12 maande diens deur diens- selfde werkgever, bereken vanaf die datum van sy eerste betrekking by so 'n werkgever, of vanaf die datum waarop hy laas gereed was op jaarlikse verlof.

14.8 As genoemde werkgever of werknemer die genoemde diens beëindig nadat die werknemer vir verlof kwalsifiseer, moet die werkgever aan die werknemer die verlofbetaling wat hom toekom op die werknemer se laaste werkdag, betaal. Enige verlofbetaling wat verskud is vir 'n tydperk van minder as een volle diensjaar, moet betaal word teen die tarief van een-seventiende van die weeklikse loon wat die werknemer ontvang het toe sy diens beëindig is. Sodanige verlofbetaling moet ewenaas aan die werknemer op sy laaste werkdag betaal word.

14.9 Enige verlofbetaling wat aan die Raad betaal word, moet onmiddellik aan die betrokke werknemer betaal word. Indien dit nie moontlik is om die werknemer te vind nie, moet die verlofbetaling aan die Raad betaal word, en dit kan deur die werknemer gedes word enige tyd tot twee jaar na die datum waarop die werknemer gereed was om sodanige bedrag te ontvang. Indien dit nie gedurende hierdie tydperk gedes word, moet die verlofbetaling by die Raad se fondse inbereken word: Met die verstande egter dat die Raad enige eis wat deur so 'n werknemer na die genoemde tydperk in- gestel word, moet oorweeg en na sy goeddunken 'n ex gratia- betaling uit die Raad se algemene fondse aan sodanige werknemer kan maak, wat nie die oorspronklike bedrag wat ten opsigte van so 'n werknemer ontvang is, oorskrewe nie.

14.10 In die geval van 'n werknemer se dood moet al sy verlofbetaling wat hom is goeiedaag, in sy boedel betaal word.

14.3 The leave of every employee who is employed on a part-time basis as defined in clause 3 to this Agreement shall accrue at the rate of one and a half days for every 199 hours or completed months worked.

14.4 Annual leave in terms of clause 14.2 shall be taken at a time to be arranged between the employer and the employee at least six months before such leave is due, and shall in any case be granted by the employer and taken by the employee so as to commence within two months of its falling due.

14.5 When the employment of an employee other than a part-time employee is terminated before the completion of a year's service but after the completion of one month's service, the employee shall, for each completed week of employment in the uncompleted year, be entitled to one-seventeenth of a week's wages according to the wage he was receiving at the date on which his employment was terminated.

14.6 When an employee, other than a part-time employee, has completed a year of service with the same employer, he shall thereupon be required to take leave in terms of clause 14 and his employer shall be required to grant him such leave within two months of its falling due in terms hereof, and the employer shall pay to the employee an amount calculated at the weekly or monthly wage, excluding payment for overtime and commissions that the employee was receiving immediately prior to proceeding on leave, up to the time his leave was due, and such amount shall forthwith be paid to the employee by the employer, together with the balance of any leave pay standing to the said employee's credit in respect of clause 14.3.

14.7 For the purposes of this clause the year of service of an employee, other than a part-time employee, plus any public holidays falling within that period, for which he shall be entitled to annual leave on full pay as provided in this clause shall be 12 months' employment with the same employer, calculated from the date of his first engagement with such employer, or from the date on which he last became entitled to annual leave.

14.8 Where the said employer or employee terminates the said employment after the employee has qualified for leave, the employer shall pay the employee the leave pay due on the employee's last working day. Any leave pay due for a period of less than one full year's employment shall be paid at the rate of one seventeenth of the weekly wage the employee was receiving when his employment was termi- nated. Such leave pay shall, likewise, be paid to the employee on his last working day.

14.9 Any leave pay which is paid to the Council shall immediately be paid to the employee concerned. Should it not be possible to locate the employee, the leave pay shall be paid to the Council and may be claimed by the employee at any time up to two years from the date on which the employee was entitled to receive such amount. Should it not be claimed during this period, the leave pay shall accrue to the funds of the Council. Provided, however, that the Council shall consider any claim which may be made by such employee after the said period and may, in its discretion, make an ex gratia payment, not exceeding the amount originally received in respect of such employee, from the general funds of the Council to such employee.

14.10 In the event of an employee's death, all leave pay standing to his credit shall be paid into his estate.
14.11 Alle geilde wat deur die Raad gehou word soos hierin uiteengeest is, moet in die Raad se fondse betaal word en moet ooreenkoms, hierdie Ooreenkoms hanteer word.

14.12 Enige tydperk waartydens 'n werknemer—
14.12.1 met verlof is ooreenkoms volgens klausule 14.2; of
14.12.2 van die werk afwesig is as gevolg van siekte; of
14.12.3 van die werk afwesig is op las of op versoek van die werkgever; of
14.12.4 militêre diens doen ingevolge die Verdedigingswet, 1957;
wat in die geheel in enige jaar nie meer as 10 weke beloop nie met betrekking tot die tydperke in klausules 14.12.1, 14.12.2 en 14.12.3 bedoel, plus tot vier maande van enige tydperk van militêre diens in klausule 14.12.4 bedoel wat in daardie jaar gedaan is, moet vir die doel van klausules 14.2 en 14.4 as diens beskou word.

14.13 'n Werkgever mag nie verskeie of toelet dat 'n werknemer in die Bedryf werk nie, hetsy vir besoldiging al dan nie, en 'n werknemer mag nie in die Bedryf werk nie, hetsy vir besoldiging al dan nie, gedurende die jaarlike verlof tydperk wat ooreenkoms volgens klausule 14.2 aan so 'n werknemer toegestaan is.


14.15 Openbare vakansiedag:
14.15.1 Vir die doel van klausule 12.10 en/of hierdie klausule beteken "openbare feesdae" enige dag bedoel in die Eerste Bylae van die Wet op Openbare Feesdae, 1952 (Wet No. 5 van 1952), of wat soos sodanig verklaar is kragtens artikel 2 van daardie Wet.

14.15.2 Met betrekking tot 'n openbare vakansiedag moet elke werknemer teen sy gewone losskaal en toelae vir die aantrede van werk oor 'n normale werkdag (uitsluitend centuur) sou gewerk het, betaal word.

14.15.3 Die voorgestawde betaling volgens klausules 12.10 en 12.11 diever moet beskou word as volle betaling ten opsigte van sodanige openbare vakansiedag, en behoudenes die bepalings van klausule 12.9.1 van die Ooreenkoms is geen werknemer geregtig op verdere vergoeding ten opsigte van sodanige openbare vakansiedag nie.

14.15.4 Nileeensantende die bepalings van klausules 12.10 en 12.11 diever is 'n werknemer wat deur sy werkgever gelaat word om te werk op die werkdag onmiddellik voor en/of 'n openbare vakansiedag en wat op sodanige werkdagbedeels afwesig is, nie geregtig op betaling vir sodanige openbare vakansiedag nie. Met dien verstande dat 'n werknemer geregtig is op betaling vir sodanige openbare vakansiedag wanneer die werkgever toestemming gee hie die werknemer afwezigheid, en sodanige afwezigheid, van sodanige openbare vakansiedag, of as die werknemer ongesteld was om ditsferselh as tot bevordering daarvan kan toon indien die werkgever dit versoek, of wanneer die openbare vakansiedag geduurde die werknemer se jaarlike verlofpersoneval.

15. RENTE
15.1 Indien enige bedrag wat aan die Raad verskuldig of betaalbaar is ingevolge klausules 5.1.5, 5.18, 5.22, 7.1.1, 7.1.2, 7.1.3, 18, 30, 31 en 32 nie deur die Raad ontvang is nie op die sewende dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, of indien enige bedrag wat aan die Raad betaalbaar is nie ontvang is nie binne sewe dae na die betaaldata soos in die betrokke klausule uiteengeest, moet die werkgever rente betaal op so 'n

14.11 All monies held by the Council in terms hereof shall be paid into the funds of the Council and shall be dealt with in accordance herewith.

14.12 Any period during which an employee—
14.12.1 is on leave in terms of clause 14.2; or
14.12.2 is absent from work owing to illness; or
14.12.3 is absent from work on the instructions or at the request of the employer; or
14.12.4 is doing military service in pursuance of the Defence Act, 1957;
amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in clause 14.12.1, 14.12.2 and 14.12.3, plus up to four months of any period of military service referred to in clause 14.12.4 done in that year, shall, for the purposes of clauses 14.2 and 14.4, be deemed to be employment.

14.13 An employer shall not require or permit an employee to work in the Trades, whether for remuneration or not, and an employee shall not work in the Trade, whether for remuneration or not, during the annual leave period granted to such employee in terms of clause 14.2.

14.14 Leave of absence on full pay shall not run concurrently with notice of termination, sick leave or any period of military service, in terms of the Defence Act, 1957.

14.15 Public holidays:
14.15.1 For the purposes of clause 12.10 and/or of this clause, "public holiday" means any day referred to in the First Schedule to the Public Holidays Act, 1952 (Act No. 5 of 1952), or declared as such in terms of section 2 of that Act.

14.15.2 Every employee shall, in respect of a public holiday, be paid at his ordinary rate of wages and allowances for the number of hours he would have worked on a normal working day (excluding overtime).

14.15.3 The payment prescribed in clauses 12.10 and 12.11 hereof shall be deemed to be full payment in respect of such public holiday and, subject to the provisions of clause 12.9.1 of the Agreement, no employee shall be entitled to further compensation in respect of such public holiday.

14.15.4 Notwithstanding the provisions of clauses 12.10 and 12.11 hereof, an employee who is required by his employer to work on the working day immediately prior to and/or succeeding a public holiday and who absents himself on such working day(s) shall not be entitled to payment for such public holiday: Provided that an employee shall be entitled to payment for such public holiday where the employer has given permission for such absence, or has condoned such absence, or where the employee was sick and can produce a medical certificate to prove it (if so required by the employer or where the public holiday falls during the period of the annual leave of the employee).

15. INTEREST
15.1 Should any amount due or payable to the Council in terms of clauses 5.1.5, 5.18, 5.22, 7.1.1, 7.1.2, 7.1.3, 18, 30, 31 and 32 not be received by the Council by the seventh day of the month following the month in respect of which it is payable, or should any amount payable to the Council not be
16. KENNISGEWING VAN DIENSBEËINDIGING

16.1 'n Werkgever of sy werknemer, wat nie 'n los werknemer is nie, wat sy dienstkontrak wil beëindig, moet—
16.1.1 in die geval van 'n deeltydse werknemer, nie minder as 'n werkdag kennis gee nie; en
16.1.2 in die geval van minderjariges wat in die Haarkappersbedryf werkzaam is, gedurende die tydperk wanneer hulle ooreenkomsig die Wet op Mannekrag-opleiding. 1981, aldus in diens is, sonder 'n leerkontrak, nie minder as 'n werkdag kennis gee nie; en
16.1.3 in die geval van enige ander werknemer gedurende die eerste vier weke van diens, nie minder as 'n werkdag kennis gee nie, en daarna nie minder as een week kennis gee nie, behalwe gedurende die maand Desember, wanneer twee weke kennis gegee moet word;

of 'n werkgewer of werknemer mag te enig tyd die kontrak sonder kennisgewening beëindig deur, in plaas van kennis te gee, die werknemer te betal of aan die werkgewer te betaal wol dit te verbou, na gelang van die geval, nie minder as —

(a) in die geval van een werklik kennis, die dagloon, uitsluitende oortydskost, wat die werknemer ontvang ten tyde van sodanige beëindiging;
(b) in die geval van een week kennis, die weekloon, uitsluitende oortydskost, wat die werknemer ontvang ten tyde van sodanige beëindiging;
(c) in die geval van twee weke kennis, twee keer die weekloon, uitsluitende oortydskost, wat die werknemer ontvang ten tyde van sodanige beëindiging.

16.2 Geen werkgewer mag 'n werknemer se dienste beëindig nie gedurende so 'n werknemer se afwezigheid van dié werk as gevolg van ongesteldheid waarvoor hy nie self verantwoordelik is nie: Met dien verstande—

(a) die werkgewer kennis gegee word binne drie werkdage vanaf die aanvang van sodanige ongesteldheid;
(b) 'n doksaartekst met die tydperk van afwezigheid getoon word met die werknemer se teruggawe na die werk; en
(c) so 'n tydperk van afwezigheid van die werk nie 30 dae oorsyn nie:

Met dien verstande voorts dat dit nie die volgende beïnvloed nie:

(a) Die reg van 'n werkgewer of 'n werknemer om die kontrak sonder kennisgewening te beëindig om enige rede wat as reggeldig erken word;
(b) enige skriftelike ooreenkomst tussen 'n werkgewer en sy werknemer wat 'n kennisgewengtredperk bepaal van gevolgduur vir albei partye en vir langer as dié wat in hierdie kluusule voorgestel is;
(c) die werking van enige vermeerderings of boetes wat regs van toepassing is ten opsigte van 'n werknemer wat dros;
(d) batalis of vererving in plaas van kennisgewening, wat nie toegelaat word nie gedurende 'n werknemer se afwezigheid—
(i) met verlof ooreenkomstig kluusule 14;
(ii) gedurende enige tydperk as gevolg van ongesteldheid; of

received within seven days of the due date stated in the relevant clause, the employer shall pay interest on such amount or the lesser amount that remains unpaid, calculated at the rate of 2,5 per cent per month or part thereof, from such final date prescribed in this clause until the date upon which payment in cash is actually received by the Council:
Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest.

16. NOTICE OF TERMINATION OF SERVICE

16.1 An employer or his employee, other than a casual employee, who desires to terminate his contract of employment, shall—
16.1.1 in the case of a part-time employee, give not less than one working day’s notice; and
16.1.2 in the case of minors employed in the Hairdressing Trade, during the period that they may be so employed in terms of the Manpower Training Act, 1981, without a contract of apprenticeship, give not less than one working day’s notice; and
16.1.3 in the case of any other employee during the first four weeks of employment, give not less than one working day’s notice, and thereafter not less than one week’s notice except during the month of December, when two weeks’ notice shall be given;
or an employer or employee may at any time terminate the contract without notice by paying the employee or paying or forfeiting payment to the employer, as the case may be, in lieu of notice, which payment or forfeiture shall be—

(a) in the case of one working day’s notice, not less than the daily wage, excluding payment of overtime, which the employee is receiving at the time of such termination;
(b) in the case of a week’s notice, not less than the weekly wage, excluding payment of overtime, which the employee is receiving at the time of such termination;
(c) in the case of two week’s notice, not less than twice the weekly wage, excluding payment of overtime, that the employee is receiving at the time of such termination.

16.2 No employer shall terminate the services of an employee during such employee’s absence from work owing to indisposition for which he is not himself responsible: Provided that—

(a) the employer is notified within three working days of the commencement of such illness;
(b) a medical certificate for the period of absence is produced on the employee’s return to work; and
(c) such period of absence from work does not exceed 30 days:

Provided further that this shall not affect—

(a) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
(b) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
(c) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts;
(d) payment or forfeiture in lieu of notice not being permitted during an employee’s absence—
(i) on leave in terms of clause 14; and
(ii) during any period due to illness; or
(iii) vir militêre diens ingevolge die Verdedigingswet, 1957.

16.3 Waar daar 'n ooreenkoms ingevolge klousule 16.1 of 16.2 is, moet die betaling of verbeurging in plaas van kenningswag ooreenkoms met die kenniswag van die personeel waarop ooreenkom is.

16.4 Die kennisvoorgestelde opdrag in klousule 16.1 kan op enige werkagtige gegee word maar die kenniswag mag nie gelyktydig met of gedurende 'n werknemer se afwesigheid met verlof loop nie, en ook nie tanswyl hy militêre diens verrig ingevolge die Verdedigingswet, 1957, of gedurende enige tydperk van afwesigheid se gevolg van ongesteldheid nie.

16.5 'n Werkgewer of sy werknemer, behalwe 'n ongelet terde werknemer, moet die kennis in hierdie klousule bedoel, skriflik gee.

17. UITGAWES VAN DIE RAAD

17.1 Vir die doel om die Raad se uitgawes te dek, word fondse op die volgende wyse verkry:

17.1.1 Elke werknemer en elke werkgewer moet tot die Raad se fondse bydra soos in die volgende tabel oopgemek het:

<table>
<thead>
<tr>
<th>Haarkapper: KODES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>QET, CC, COH, COTT, MC OF CE .......... R6,00</td>
</tr>
<tr>
<td>Vakkerling en/of leerling ................ R3,00</td>
</tr>
<tr>
<td>Ontvangs dame en/of kleriklike assistent . R6,00</td>
</tr>
<tr>
<td>Sjaapies .................................. R6,00</td>
</tr>
<tr>
<td>Manikuri/Skoenheidskundige ................ R9,00</td>
</tr>
<tr>
<td>Algemene assistent ........................ R4,00</td>
</tr>
</tbody>
</table>

17.1.2 Die bedrag wat in kolom B van die tabel aangedui is, moet deur werkgewers van hulle werknemers se lote afgetrek word.

17.1.3 By die bedrag wat op die manier van sy werknemers se lote afgetrek word, moet elke werkgewer 'n gelyke bedrag ooreenkomslik klousule 11.1 voeg en die gehele bedrag aan die Sekretaris van die Nuywerheidsraad vir die Haarkappersbedryf (Natal), Posbus 2182, Durban, 4000, stuur.

17.2 In enige geval waar bydraes ingevolge klousules 17.1.1, 17.1.2 en 17.1.3 minder as R20 in totaal is, moet die volle bedrag in klousule 17.1.1 bedoel, deur die werkgewer aangewyd word met 'n bedrag om 'n totaal van R20 per maand te maak.

17.3 Indien enige bedrag wat ooreenkomslik hierdie klousule betaalbaar is, nie deur die Raad ontvang is nie op die 7de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleinere bedrag wat nog onbetaal is, bereken teen die koers van 10 persent per maand of gedeelte daarvan vanaf sodanige 7de dag tot die dag waarop die Raad kontantbetaling weersigt ontvang het: Met dié verstande dat die Raad geregeld sal wees om, na sy absolute goeddunken af te sien van die betaal van suike rente of gedeelte daarvan.

18. WERKGEWERSORGANISASIE- EN VAKVERENIGINGDEGELDE

18.1 Elke werkgewer wat 'n lid van die SAH en die CA is, moet die bedrag van die ledelid wat aan die vakvereniging verskuil word in betrekking tot elke maand diens van gedeelte daarvan, insluitend die tydperk wat 'n werknemer met verlof is, afrek en dit elke maand betaal aan die Sekretaris van die Raad, Posbus 2182, Durban, 4000, nie later nie as die 7de dag van elke maand, op die vorm voorgeskryf in Bylae A van hierdie Ooreenkoms.

18.2 (iii) whilst rendering military service in terms of the Defence Act, 1957.

16.3 Where there is an agreement in terms of clause 16.1 or 16.2, the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

16.4 The notice prescribed in clause 16.1 may be given on any working day but the period of notice shall not run concurrently with or the notice shall not be given during an employee’s absence on leave, or whilst he is rendering military service in terms of the Defence Act, 1957, or during any period of absence owing to illness.

16.5 An employer or his employee, except an illiterate employee, shall give the notice referred to in this clause in writing.

17. EXPENSES OF THE COUNCIL

17.1 For the purpose of meeting the expenses of the Council, funds shall be obtained in the following manner:

17.1.1 Every employee and every employer shall contribute to the funds of the Council as set out in the following table:

<table>
<thead>
<tr>
<th>Category</th>
<th>Employees contribution per month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hairdressing: CODES:</td>
<td></td>
</tr>
<tr>
<td>QET, CC, COH, COTT, MC OR CE .......... R6,00</td>
<td></td>
</tr>
<tr>
<td>Apprentice and/or trainee ................ R3,00</td>
<td></td>
</tr>
<tr>
<td>Receptionist and/or clerical assistant ........ R6,00</td>
<td></td>
</tr>
<tr>
<td>Shampooist ................................ R6,00</td>
<td></td>
</tr>
<tr>
<td>Manicurist/Beauty ......................... R6,00</td>
<td></td>
</tr>
<tr>
<td>General assistant ........................ R4,00</td>
<td></td>
</tr>
</tbody>
</table>

17.1.2 The amount shown in column B of the table shall be deducted by employers from the wages of their employees.

17.1.3 To the amounts thus deducted from the wages of their employees, every employer shall add an equal amount in terms of clause 17.1.1 and shall forward the entire sum to the Secretary of the Industrial Council for the Hairdressing Trade, Natal, P.O. Box 2182, Durban, 4000.

17.2 In any instance where in terms of clause 17.1.1, 17.1.2 and 17.1.3 contributions are less than R20 in the aggregate, the total amount referred to in clause 17.1.1 shall be supplemented by the employer with such sum as will make up a total of R20 in each month.

17.3 Should any amount due in terms of this clause not be received by the Council by the 7th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 10 per cent per month or part thereof from such 7th day until the day upon which payment in cash is actually received by the Council. Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

18. EMPLOYERS’ ORGANISATION AND TRADE UNION SUBSCRIPTIONS

18.1 Every employer who is a member of the SAH and the CA shall deduct the amount of the subscriptions payable to the trade union in respect of each month of employment or part thereof, including the period that an employee is on leave, and shall remit the same, month by month, to the Secretary of the Council, P.O. Box 2182, Durban, 4000, not later than the 7th day of each month on the form prescribed in Annexure A to this Agreement.
18.2 Elke werkgever wat 'n lid van die SAH en die CA is, moet sy maandelike legedelig saam met enige heffings wat aan die Vereniging betaalbaar mag word, aan die Sekretaris van die Raad, Postbus 2182, Durban, 4000, stuur, nie later as die 7de dag van die maand nie. Die Sekretaris van die Raad kan alle bedrage, wat ooreenkomstig klousule 18.1 en hierdie klousule betaal is, aan die betrokke partye betaal binne 30 dae vanaf die maand waarin die bedrage deur die Raad ontvang was.

18.3 Die Raad onderrig om alle desellelijke dienste te lever aan elke hierdie klousule uitvoering van gee, waarvoor 'n bedrag van 5,0 persent van alle legedelige en heffings ooreenkomstig klousule 18.1 en 18.2 aan die Raad betaal moet word.

18.4 Indien enige bedrag wat ooreenkomstig hierdie klousule betaalbaar is, nie deur die Raad ontvang is nie teen die 7de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, moet die werkgever rente betaal op sodanige bedrag of op sodanige kleinere bedrag as wat nog onbetaal is, bereken teen die koers van 10 persent per maand of gedeelte daarvan, vanaf sodanige 7de dag tot die dag waarop die Raad deur middel van kontantbetaal ontvang het. Met dien verstande dat deur die Raad geregist is om, na sy absolute goeddrukke, af te sien van die betaling van sodanige rente of gedeelte daarvan.

18.5 Verord op buiwerk:

18.5.1 'n Werknemer mag nie, terwyl hy in diens is by 'n werkgever wat betrokke is in die Haarkappersbedryf—

(a) enige daad as 'n haarkapper uitvoer nie behalwe in die loop en binne die bestek van sy diens as sodanig; of

(b) sy vir sy eie rekening of in vennootskap of namens enige ander persoon vir wins enige toeleidingsobjectiede van die hand sit nie behalwe in die loop en binne die bestek van sy diens as haarkapper by sy werkgever in die bedryfsreiniging waarin hy werkzaam is.

19. ADMINISTRASIE EN VERSTOLKING VAN DIE OOREENKOMS

19.1 Die Raad is die instansie wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms, en hy kan beslissings ontvang wat nie strek na die betaling van hierdie Ooreenkoms of enige wettige vertolking daarvan ter voorligting van werkgewers en werknemers.

19.2 Die Raad kan van tyd tot tyd enige versm of voorskrif wat deur werkgewers en/of werknemers ingevul moet word, aan die raadlike bepaling van hierdie Ooreenkoms te vergemaklik.

19.3 'n Werkgever en 'n werknemer is geregtig om by die Raad te appelear teen 'n besluit van enige komite wat deur die Raad aangestel is.

19.4 Enige appel ingevolge klousule 19.3 moet skriftelik aangetekend word en by die Sekretaris van die Raad ingediend word binne 21 dae vanaf die datum waarop die besluit waarin die tegniker in gegee is, gedraai word of van deur die werkgever van die werknemer bekend geword het, of binne 'n verdere tydperk wat die Raad kan toelaat. Met dien verstande dat 'n werkgever of werknemer wat hom nie makklik in skryf kan uitdruk nie, sy appel op skryf kan laat aanteek deur die Sekretaris van iemand wat vir dié doel hom aangewys is.

19.5 Behoudens die bepaling van die Wet is die besluit van die Raad met betrekking tot enige aangeklaa en finaal en bindend vir 'n werkgever en 'n werknemer, en die Raad is nie verplicht om enige rede vir enige besluit te gee nie.

19.6 Enige gesigneering van die Bedryf ontstaan, moet na die Raad verwys word om ooreenkomstig sy konstitusie behandel te word.

19.7 Die Raad is geregtig, na sy uitsluitlike en absolute goeddrukke, om enige bedrag—

19.7.1 wat van 'n werkgever of 'n werknemer ontvang is; of

19.7.2 wat pas van 'n werkgever of 'n werknemer ontvang is.

18.2 Every employer who is a member of the SAH and the CA shall forward to the Secretary of the Council, P.O. Box 2182, Durban, 4000, not later than the 7th day of the month, his monthly subscriptions, together with any levies which may become payable to the Association. The Secretary of the Council shall pay all amounts submitted in terms of clause 18.1 and this clause to the parties concerned within 30 days of the month in which the amounts were received by the Council.

18.3 The Council undertakes to render all reasonable services to give effect to this clause, for which an amount of 5,0 per cent of all subscriptions and levies in terms of clause 18.1 and 18.2 shall be paid to the Council.

18.4 Should any amount due in terms of this clause not be received by the Council by the 7th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as may be permitted, calculated on the amount of the month or part thereof from such 7th day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

18.5 Prohibition on work:

18.5.1 An employee shall not whilst such employee is in the employ of an employer engaged in the Hairdressing Trade—

(a) perform any act as a hairdresser other than in the course and within the scope of his employment as such; or

(b) on his own account or in partnership or on behalf of any other person for the acquisition of gain dispose of any toilet requisites other than in the course and within the scope of his employment as a hairdresser with his employer in the establishment in which he is employed.

18. ADMINISTRATION AND INTERPRETATION OF THE AGREEMENT

18.1 The Council shall be the body responsible for the administration of this Agreement and may issue rulings not inconsistent with the provisions of this Agreement or any legal interpretation thereof for the guidance of employers and employees.

18.2 The Council may from time to time prescribe any forms which may be required to be completed by employers and/or employees in order to facilitate compliance with any provision of this Agreement.

18.3 An employer and an employee shall have the right to appeal to the Council against a decision of any committee appointed by the Council.

18.4 Any appeal pursuant to clause 18.3 shall be in writing and shall be lodged with the Secretary of the Council within 21 days of the date on which the appeal is made. Provided that an employer or employee who is unable to express himself easily in writing by the Secretary or someone designated by him for the purpose.

18.5 Subject to the provisions of the Act, the decisions of the Council on any matter shall be final and binding on an employer and an employee, and the Council shall not be obliged to give any reason for its decision.

18.6 Any dispute which may arise in the Trade shall be referred to the Council to be dealt with in terms of its constitution.

18.7 The Council shall be entitled in its sole and absolute discretion to appropriate any amount—

18.7.1 received from an employer or an employee; or
19.7.2 wat 'n werkgewer of werknemer geregte is om van die Raad te ontvang; toe te wys vir die betalings van enige skuld of bedrag verskui-
dig aan die Raad deur sodanige werkgewer of werknemer, ondanks die feit dat genoemde werkgewer of werknemer dit by die bataling daarvan vir enige ander doel toegeweys het.

20. VRYSTELLINGS

20.1 Die Raad kan om enige goeie en afdoende rede vrystelling van enige van die betalings van hierdie Ooreen-
koms verleen met betrekking tot enige persoon.

20.2 Met betrekking tot enige persoon aan wie vrystelling ingevolge die betalings van klousule 20.1 verleen is, moet die Raad die voorwaardes waarvan sodanige vrystelling onderhewig is en die tydperk waarin sodanige vrystelling van krag sal wees, bepaal. Met dien verstande dat die Raad, as hy dit goed vind, nadat een week skriftelike kennis aan die betrokke persoon gegee is, die vrystelling kan intrek.

20.3 Die Sekretaris van die Raad moet aan elke persoon aan wie ingevolge die betalings van klousule 20.1 vrystelling verleen is, 'n vrystellingbewys uitreik, wat deur hom geteken is en wat die volgende uiteenstaat:

20.3.1 die volle naam van die betrokke persoon;

20.3.2 die betalings van die Ooreenkom waarvan vrystelling verleen is;

20.3.3 die voorwaardes wat gestel is ingevolge klousule 20.2, waarvan sodanige vrystelling onderhewig is; en

20.3.4 die tydperk waarin die vrystelling van krag is.

20.4 Die Sekretaris van die Raad moet—

20.4.1 'n kopie van elke uitgereikte bewys behou;

20.4.2 indien die vrystelling aan 'n werknemer verleen is, 'n kopie van die bewys aan die betrokke werk-
gewer stuur.

21. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkom, in 'n albei amptelike tale en in die vorm voorgeskryf in die regulasies kragtans die Wet, in sy bedryfsfasinigheid aan-
bring en aangebied hou op 'n opvallende plek wat maklik vir sy werknemers toeganklik is.

22. AGENTE

Die Raad moet een of meer gespasifieerde persone as agente aanstel om met die administrasie van die Ooreen-
koms te help. Dit is die plig van elke werkgewer en werk-
nemer om sulke persone toe te laat om hulle personeel te betree ten einde die navrae te doen en te voltooi, en die boeke, dokumente, loonstate, tydstate en loonkwantitariosie te inspecteer en al die dade te doen wat nodig mag wees om vas te stel of die betalings van hierdie Ooreenkomms nage-
kom word, en geen persoon mag aan so 'n agent 'n valse vertrekking gedurende die loop van sy ondersoek maak nie.

23. LIDMAATSKAP

23.1 'n Werkgewer wat 'n lid van die werkgewersorganisa-
sie is, mag nie 'n werknemer in diens neem nie wat, alhoewel hy in aanmerking kom lidmaatskap van die vakveren-
iging, nie 'n lid van die vakvereniging nie op die datum van inwerkingtreding van hierdie Ooreenkom, of wat nie, binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van diensaanvaarding indien die diensaanvaar-
ding na die datum van inwerkingtreding van hierdie Ooreen-
koms plaasvind, 'n lid van die vakvereniging word nie; en geen lid van die vakvereniging mag voortgaan met sy diens by 'n werkgewer wat nie 'n lid van die werkgewersorganisasie 19.7.2 which an employer or employee is entitled to receive from the Council;

to or towards the payment of any debt or amount owing by such employer or employee to the Council, notwithstanding
that the said employer or employee has in making the pay-
ment allocated it to any other purpose.

20. EXEMPTIONS

20.1 The Council may grant exemption from any of the provisions of this Agreement in respect of any person for any good and sufficient reason.

20.2 The Council shall, in respect of any person granted exception under the provisions of clause 20.1, set the condi-
tions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it seems fit, after one week's written notice has been given to the person concerned, withdraw the exception.

20.3 The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of clause 20.1, a licence of exemption, signed by him, setting out—

20.3.1 the full name of the person concerned;

20.3.2 the provisions of the Agreement from which exemption is granted;

20.3.3 the conditions set in accordance with clause 20.2, subject to which such exemption is granted; and

20.3.4 the period during which the exemption shall operate.

20.4 The Secretary of the Council shall—

20.4.1 retain a copy of each licence issued;

20.4.2 if the exemption is granted to an employee, forward a copy of the licence to the employer concerned.

21. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in a conspic-
uous place, in his establishment, which is readily accessible to his employees, a legible copy of this Agreement in both official languages and in the form prescribed in the regulations under the Act.

22. AGENTS

The Council shall appoint one or more specified persons as agents to assist in the administration of the Agreement. It shall be the duty of every employer and every employee to permit such persons to enter their premises, in order to institute and complete such enquiries, to examine their books, documents, wage sheets, time sheets, and pay-
advice slips and to perform all such acts as may be neces-
sary for the purpose of ascertaining whether the conditions of this Agreement are being complied with, and no person shall make a false statement to such agent during the course of his investigations.

23. MEMBERSHIP

23.1 An employer who is a member of the employers' organisation shall not 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 opera-
tion of this Agreement, and no member of the trade union may continue his employment with an employer who is not a member of the employers' organisation as at the date of
is nie op die datum van inwerkingtreding van hierdie Ooreenkoms, of wat nie binne 'n tydperk van 90 dae na sodanige datum of na die datum van diensaanvaarding van die betrokke werknemer, waar die diensaanvaarding na die datum van inwerkingtreding van hierdie Ooreenkoms plaasvind, 'n lid van die werkgewersorganisasië word nie.

23.2 Geen werkgever wat 'n lid van die werkgewersorganisasië mag 'n werknemer in diens neem sonder die voorlegging van 'n geldige lidmaatskapskaart van die Natalie Tak van die South African Hairdressers' Employees' Industrial Union nie.

23.3 Die bepaling van hierdie klousule is nie met betrekking tot 'n immigrant van toepassing nie tydens die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika: Met dien verstande dat indien enige immigrant te enger tyd na die eerste drie maande van diensaanvaarding in di Bedryf enige uitsluiting van die betrokke vakvereniging om 'n lid daarvan te word, geweier het, die bepaling van klousule 23.1 onmiddelik in werkig tree.

23.4 Die bepaling van klousule 23.2 is nie van toepassing nie op persone wat nie in aanmerking kom vir lidmaatskaps ooreenkomstig die vakvereniging se konstitusie nie of wat lidmaatskaps geweier is of wat uit die vakvereniging gestig is.

24. SIETEBYSTANDSFONDS

24.1 Die Sietebystandsfonds vir die Haarkappersbedryf, wat oorspronklik gestig is kragtigs die Ooreenkoms wat by Goovernmentskennisgawing R. 106 van 22 Januarie 1960 gepubliseer is (hierna die Sietebystandsfonds of die "Fonds") genoem, word hierby voortgeël.

24.2 Skema A bestaan uit—

24.2.1 alle geldte en bates wat tot die Skema se krediet is op die datum van inwerkingtreding van hierdie Ooreenkoms;

24.2.2 alle bydrae wat deur werkgevers en lede aan Skema A betaal is ingevoel klousule 24.8 van hierdie Ooreenkoms;

24.2.3 alle rente afkomstig van die belegging van enige geldte van die Skema; en

24.2.4 enige ander premies, donasies, bemaking of ander geldte wat aan die Fonds betaal is.

24.3 Skema B bestaan uit—

24.3.1 alle bydrae wat deur werkgevers en lede aan Skema B betaal is ingevoel klousule 24.8 van hierdie Ooreenkoms;

24.3.2 alle rente afkomstig van die belegging van enige geldte van die Skema; en

24.3.3 enige ander geldte waarop die Skema geregtig mag word.

24.4 Die doelwitte van die Fonds is—

24.4.1 om sietebystand vir die lede en/of die afhandikodes van lede in die Haarkappersbedryf daar te stel, te organiseer en te verskaf, vir welke doel die Fonds geld kan ontvang wat deur middel van premies, bydraes, donasies of andersins betaal word;

24.4.2 om reëlings te tref, indien dit nodig wees, deur middel van kontrakte met mediese dokters, specialiste, hospitaal, verpleegkundiges, verskaffers van medisyne, geregisterde versekeringmaatskappye of enige organisasie betrokke by die verskaffing van soortgelyke voordelige; en

24.4.3 om wederkerige reëlings te tref met soortgelyke fondse; en

24.4.4 om alle wetlike daad, handelinge of dinge of funksies te doen of te verryk wat verband hou met of bevorderlik is vir die bereiking van sogenaamde doelwitte of enige een daarvan.

24.5 The objects of the Fund are—

24.5.1 to establish, organise and provide sick benefits for the members and/or the dependents of members in the Hairdressing Industry, for which purpose the Fund may receive monies payable by premiums, contributions, donations or otherwise;

24.5.2 to enter into arrangements, if deemed necessary, by way of contracts with medical practitioners, specialists, hospitals, nursing homes, suppliers of medicines, registered insurance companies or any organisation engaged in providing similar benefits;

24.5.3 to enter into reciprocal arrangements with similar funds; and

24.5.4 to do or perform all such lawful acts, daads things or functions as may be incidental or conducive to the attainment of the above objects or any one of them.
24.5 Lidmaatskap:
24.5.1 Lidmaatskap van de schema A of schema B is verplichtend voor de volgende:
(a) Alle werkgevers en werknemers wat in die Bedryf werk.
(b) Ander persone as dié, in paragraaf (a) bedoel en wat—
(i) direk of indirek betrokke is by of in diens is in die Haarkappersbedryf;
(ii) werknemers is van die vakvereniging en die werkgeommerciële organisasie wat die partye by hierdie Ooreenkoms is.
24.5.2 Werknemers van die Nywerheidsraad vir die Haarkappersbedryf kan as lede van die Fonds toegelaat word na geademde nuwe van die Bestuursraad.
24.5.3 Nie tenstaande die bepaling van klusules 24.5.1 (a) tot (c) kan 'n lid wat sy bydrae tot die Fonds vir ten minste vyf jaar onmiddellik voor afdeling betaal het en 'n bona fide-pensioenar of die weduwe of n'oordeel lid is, by die Bestuursraad aansoek doen om 'n voorstel te word, en wat hy aanvaar kan, by deelname op voorwaarde dat hy bydrae soos voorgestelde per klusule 24.8.2, en voorgestelde.
24.5.4 Die bepaling van die Ooreenkoms word geag mutatis mutandis van toepassing te wees op persone wat kragtens klusules 24.5.1 (b) en 24.5.3 toegelaat is.
24.5.5 Registrasieformaliteit moet soos hierin voorgestel word, naamlik:
(a) Elke lid moet 'n Registrasievorm vir Lidmaatskap by sy werkgever indien soos van tyd tot tyd deur die Raad voorgestel word, waarin hy die name van sy afhanklikes, as daer is, weergegee, en ook by sy ander besonderhede wat vir die doel van hierdie Ooreenkoms en die Reëls nodig is.
(b) 'n Gevorderde vorm moet ingediend word wanneer 'n afhanklike oortrek word of 'n afhanklike bygevoeg word.
(c) Die werkgever moet 'n behoorlik getekende Registrasievorm vir Lidmaatskap van al die lede werk, insluitend al die nuwe werknemers wat lede van die Fonds word, hettye hulde voorheen aan die Fonds deelgeneem het en nie.
(d) Die werkgever moet, nadat hy die aantal afhanklike aangeteken het vir die doel van die fusies van bydrae volgens klusule 24.8.2, die Registrasievorm vir Lidmaatskap direk aan die Fonds stuur vir registrasie doeleindes.
(e) 'n Registrasievorm vir Lidmaatskap moet ook deur voorstelte deugdelig ingediend word en direk by die Fonds ingediend word.
(f) Die lid of voorstelte lid is verantwoordelik om afhanklikes op die Registrasievorm vir Lidmaatskap te verklaar, en die Fonds is nie verplig om vir afhanklikes wat nie op so 'n vorm verklaar is nie, bystand te betaal nie.
(g) Die bepaling van klusule 24.5.5 (a) tot (d) en 24.5.5 (f) is, met betrekking tot 'n werkgever en vir die doel om by die Fonds te registreer, mutatis mutandis op elke werkgever van toepassing.
24.6 Beëindiging van lidmaatskap:
24.6.1 Die Bestuursraad of enige komitee wat gesag uitgeoefen wat deur die Bestuursraad aan hom gedelegeer is, het die reg om die lidmaatskap van 'n lid wat onmatige, dranklysige of onseidelike gewoonhede het, te beëindig: Met dien verstande dat so 'n besluit gebaseer word op stawende getuigenis van 'n geregistreerde mediese praktisant. Die Bestuursraad het verder die reg om enige lid se lidmaatskap van die Fonds te beëindig op grond van gedrag wat ten nadele van die Fonds is.

24.5 Membership:
24.5.1 Membership of either Scheme A or Scheme B shall be compulsory for the following:
(a) All employers and employees working in the Trade.
(b) Persons other than those referred to in paragraph (a) who are—
(i) directly or indirectly engaged or employed in the Hairdressing Trade;
(ii) employees of the trade union and the employers' organization which are the parties to this Agreement.

24.5.2 Employees of the Industrial Council for the Hairdressing Trade may be admitted to membership of the Fund at the discretion of the Board of Management.

24.5.3 Notwithstanding the provisions of clauses 24.5.1 (a) to (c), a member who has paid contributions to the Fund for at least five years immediately prior to retirement and is a bona fide pensioner, or the widow of a deceased member may apply to the Board of Management to become a continuing member and, if accepted, may participate provided that he contributes as prescribed by clause 24.8.2.

24.5.4 The provisions of the Agreement shall be deemed to apply mutatis mutandis to those persons who are admitted in terms of clauses 24.5.1 (b) and 24.5.3.

24.5.5 Registration formalities shall be as herein prescribed, namely:
(a) Every member shall submit to his employer a Registration Form of Membership as prescribed by the Board from time to time, in which he shall declare the names of his dependants, if any, and such other particulars as may be required for purposes of this Agreement and the Rules.
(b) A revised form shall be submitted when a dependant is withdrawn or a dependant is added.
(c) The employer shall obtain a duly signed Registration Form for Membership from all members, including all new employees who become members of the Fund, whether or not they have previously participated in the Fund.
(d) The employer shall, after recording the number of dependants for purposes of determining contributions under 24.8.2, forward the Registration Form for Membership direct to the Fund for registration purposes.
(e) A Registration Form for Membership shall also be completed by continuation members and shall be submitted direct to the Fund.
(f) The onus for declaration of dependants on the Registration Form for Membership shall rest with the member or continuation member and the Fund shall not be required to pay benefits for dependants not declared on such form.
(g) The provisions of clause 24.5.5 (a) to (d) and 24.5.5 (f) shall, in respect of an employer and for the purposes of the registration with the Fund, apply to every employer mutatis mutandis.

24.6 Termination of membership:
24.6.1 The Board of Management or any committee exercising such powers as may be delegated to it by the Board shall have the right to terminate the membership of a member who is of unsound, intemperate or immoral habits: Provided that such decision shall be based on substantiating evidence from a registered medical practitioner. The Board shall further have the right to expel any member from the Fund on the grounds of conduct prejudicial to the Fund.
24.6.2 Beëindiging van lidmaatschap ingevolge klousule 24.6.1 tree in werking op die datum waarop skriftelike kennis daarvan deur die Sekretaris van die Fonds aan die betrokke lid gegee is. Eise vir voordat wat tot op daardie datum opge- loop het, moet deur die Fonds betaal word, maar geen eis na die datum van sodanige kennisgeving mag ongewen word nie.

24.6.3 Daar is 'n reg van appèl na die Bestuursraad teen enige besluit van 'n komitee van die Fonds kragtens klousule 24.3.2. Die Bestuursraad moet die appèl aanhoor en kan die ondersoek instel en die bewyse vra wat hy goedag en moet 'n besluit gee, wat final is. Lidmaatskap van die Fonds ein- dig –

(a) sodra 'n lid ophou om in diens van en/of betrokke by die Haarkappersbedryf te wees: Met dien verstande dat 'n lid bygedra het vir drie agtereenvolgende maande onmiddellik, is sodanige diensbeëindiging sonder die betaling van bydraes, geag word 'n lid van die Fonds te wees vir 'n tydperk van een kalendermaand vanaf die datum van diensbeëindiging in die Bedryf;
(b) sodra 'n weduwe van 'n oordeel lid wat volgens klousule 24.6.4 voortgaan om aan die Fonds deel te neem, weer trou of werk aanvaar en in aanmerking kom vir lidmaatskap van 'n ander mediese hulpskema;
(c) wanneer 'n voorstel word aangemoedig of by die beste oordeel om 'n lid van die Fonds deel te neem, weer trou of werk aanvaar en in aanmerking kom vir lidmaatskap van 'n ander mediese hulpskema;
(d) in die geval van alle lede wat, nadat hulle bystand vir een jaar ontvang het, deur 'n mediese praktyk en/of spesialis as chronies siek, bloeibeweg of totaal onbevoeg en nie in staat om in die Haarkappersbedryf te werk nie, verklaar word: Met dien verstande dat kwalifi- serende afhanklikes van siku lede na goedunke van die Bestuursraad kan aanhou om in aanmerking te kom vir bystand volgens voorwaardes wat die Bestuursraad bepaal;
(e) in die geval van die likwidasie van die Fonds ooreenkomstig die ooreenkomstens.

24.6.4 Enige lid wie se lidmaatskap van die Fonds beëin- dig is, verloor al die eise teen die Fonds, en as hy weer as lid toegelaat word, word hy as 'n totaal nuwe lid beskou tensy die Bestuursraad anders besluit.

24.7 Afhanklikes:

24.7.1 Afhanklikes van lede kom kragtens klousule 24.4.1 hiervan in aanmerking vir bystand en, vir die doel van hierdie klousule beteken "afhanklike" enige persoon wat deur die lid op die Registrasievorm vir Lidmaatskap as 'n afhanklike verklaar is. Afhanklikes word tot die volgende beperk:

(a) Die wettige vrou van 'n lid of, op aanvraag, die wettige man van 'n lid as hy nie 'n lid van 'n ander mediese hulpskema kan word nie, ten opsigte van wie 'n huwelikserklaartekst verskaf moet word.
(b) Op aanvraag by die Bestuursraad, wat bekend staan as "die gewoonteregtelike vrou" van 'n lid of, op soortgelike aanvraag, wat bekend staan as "die gewoon- teregtelike man" van 'n lid, as so 'n persoon nie 'n lid van 'n ander mediese hulpskema kan word nie. Met dien verstande dat dienstaande staat van diensbeëindiging van diensbeëindiging is en betrekking tot enige sodanige gewoonteregtelike genade, die Bestuursraad kan weer om bystand ten opsigte van so 'n persoon te betaal totdat hy deur vir hom aanvaarbare bewyse oorlog is dat sodanige pers- soon nog nie met die lid saamwoon nie.

24.6.2 Termination of membership in pursuance of clause 24.6.1 shall take effect on the date on which written notification to this effect is given by the Secretary of the Fund to the member concerned. Claims for benefits which have accrued up to that date shall be paid by the Fund, but no claim subsequent to the date of such notification shall be entertained.

24.6.3 There shall be a right of appeal to the Board of Management from any decision of a Committee of the Fund pursuant to clause 24.5.2. The Board of Management shall hear the appeal and may make such investigations and call for such evidence as it may deem fit and shall make a de- cision which shall be final. Membership of the fund shall terminate –

(a) directly a member ceases to be employed and/or engaged in the Hairdressing Trade; Provided that a member who has made contributions for three consecutive months immediately prior to so ceasing employment shall, without the payment of contributions, be deemed to be a member of the Fund for a period of one calendar month from the date of termination of employment in the Trade;
(b) directly a widow of deceased member who continues to participate in the Fund under clause 24.6 re-marries or takes up employment and is eligible to become a member of another medical aid scheme;
(c) when a continuation member ceases to contribute: Provided that the Board of Management shall be entitled at its discretion to reinstate such continuation member subject to such conditions as it may determine;
(d) in the case of all members who, after having received benefits for one year, are declared by a medical practitioner and/or specialist to be chronically ill, permanently disabled or totally incapacitated and unable to work in the Hairdressing Trade: Provided that eligible dependants of such members may, at the discretion of the Board of Management, continue to be eligible for benefits under such conditions as it may determine;
(e) in the event of the liquidation of the Fund in terms of the Agreement.

24.6.4 Any member whose membership of the Fund has been terminated shall forfeit all claims on the Fund, and, if readmitted to membership, shall be regarded as an entirely new member unless the Board of Management decides otherwise.

24.7 Dependents:

24.7.1 The dependants of members shall be eligible for benefits in terms of clause 24.4.1 hereof and, for the pur- poses of this clause, "dependant" shall mean any person declared by the member on the Registration Form for Membership to be a dependant. Dependents shall be limited to the following:

(a) The legal wife of a member or, on application, the legal husband of a member if he is unable to become a member of another medical aid scheme, in respect of whom a marriage certificate shall be produced.
(b) On application to the Management Board, what is known as "the common law wife" of a member or, on similar application, what is known as "the common law husband" of a member if such person is unable to be- come a member of another medical aid scheme: Provided that notwithstanding the payment of contributions in respect of any such common law spouse the Management Board may decline to pay benefits in respect of such person until it has been satisfied by proof acceptable to it that such person is still co-habiting with the member.
(c) Enige kind, pleegkind, stiefkind of wetig aangename kind van 'n lid, terwyl so 'n kind onder die ouderdom van 18 jaar is en ten opsigte van wie 'n geboorte- 
sentifikaat en/of aanemings- en/of pleegdokumente aan die Bestuurraad voorgelê is: Met dien verstande dat 'n kind onder die ouderdom van 18 jaar maar bo die ouder-
dom van 16 jaar, wat die skool vertrek betref en R100 of meer per maand verdienen, nie in aanmerking kom vir aan-
vaarding of voortsetting as 'n afhanklike nie;
(d) enige kind, pleegkind, stiefkind of wetig aangename kind van 'n lid, as so 'n kind bo die ouderdom van 18 
jaar is, en—
(i) totaal onbevoegd is weens 'n ongeluk, siekte of 
soortige gebeurtenis en wat van die lid afhanklik is vir 
bystand en onderhoud; Met dien verstande dat suke 
totale onbevoegdheid plaasgevind het na die datum 
waarop hy 'n geregelteerde afhanklike van 'n lid van 
die Fonds geword het;
(ii) 'n volwasse student is, insluitende 'n student wat 
y dienstig voltoo het en totaal van die lid afhanklik is 
vir bystand en onderhoud, en ten opsigte van wie 'n 
geboorte-sentifikaat en/of aanemings- en/of pleeg- 
dokumente aan die Bestuurraad voorgelê is;
(e) enige ander persoon wat deur die Bestuurraad 
goedgekeur is.

24.7.2 Die bepalings van die Reëls van die Fonds is 
mutatis mutandis op alle afhanklikes van toepassing.

24.8 Bydraes:
24.8.1 Van die loon van elke werknemer wat 'n lid van 
die vakvereniging is wat 'n party by hierdie Ooreenkoms is, en 
wat nie ingevoelige die bepalings van hierdie Ooreenkoms 
uitsluit of vrygestel is van lidmaatskap van die Fonds nie, moet bydraes tot hierdie Fonds elke maand, insluitende 
enige maand waardeëns 'n werknemer met betaalde verlof 
is, algetrek word, ooreenkomstig X van die skaal wat in die 
blyse van klousule 24.8.2 uiteengesit is.
24.8.2 Elke werkgewer wat 'n lid van die werkgewer-
organisasie is wat 'n party by hierdie Ooreenkoms is en wat 
nie ingevoelige die bepalings van hierdie Ooreenkoms 
uitsluit of vrygestel is van lidmaatskap van die Fonds nie, moet 
avoorsien van inwerkingtreding van hierdie Ooreen-
koms elke maand, insluitende enige maand waardeëns so 'n 
werkgever met gewone of siksloot verlof is, bydraes tot 
hierdie Fonds betaal ooreenkomstig Y van die skaal wat in die 
blyse van hierdie klousule uiteengesit is.

KATEGORIE VAN LEDE

| Werkgever (verbonde) | Y | 12,00 | 50,00 | 60,00 | 130,00 | 170,00 | 210,00 |
| Werkgever (nie-verbonde) | Y | 12,00 | 50,00 | 90,00 | 130,00 | 170,00 | 210,00 |
| Haarkapper: Kode QET, CC, COH en CE | X | 12,00 | 44,00 | 60,00 | 124,00 | 164,00 | 204,00 |
| Ontvangsdiens en/of telefoniste | X | 10,00 | 44,00 | 60,00 | 124,00 | 164,00 | 204,00 |
| Werknemers (n.E.V.) | X | 12,00 | 44,00 | 60,00 | 124,00 | 164,00 | 204,00 |
| Vakleerlinge | X | 10,00 | 45,00 | 85,00 | 125,00 | 165,00 | 205,00 |
| Leerlinge: Kode T.H. | X | 10,00 | 45,00 | 85,00 | 125,00 | 165,00 | 205,00 |
| Mankurs en/of skoonheidskundige | X | 10,00 | 45,00 | 85,00 | 125,00 | 165,00 | 205,00 |
### KATEGORIE VAN LEDE

<table>
<thead>
<tr>
<th></th>
<th>Skema A</th>
<th>Skema B</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Slede</td>
<td>Lid met</td>
</tr>
<tr>
<td></td>
<td>lid</td>
<td>1 afhanklike</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Slede</th>
<th>Lid met</th>
<th>L + 2</th>
<th>L + 3</th>
<th>L + 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shampoel</td>
<td>X 10,00</td>
<td></td>
<td>45,00</td>
<td>120,00</td>
<td>165,00</td>
</tr>
<tr>
<td></td>
<td>Y 5,00</td>
<td></td>
<td>5,00</td>
<td>5,00</td>
<td>5,00</td>
</tr>
<tr>
<td>Algemene assistant</td>
<td>X 10,00</td>
<td></td>
<td>45,00</td>
<td>120,00</td>
<td>165,00</td>
</tr>
<tr>
<td></td>
<td>Y 5,00</td>
<td></td>
<td>5,00</td>
<td>5,00</td>
<td>5,00</td>
</tr>
</tbody>
</table>

**NOTA:**
1. **X** = Werknemer se deel. **Y** = Werkgwer se deel.
2. Werkgewers (verbonde of nie) betaal sleegs die "$Y"-bydrae vir hulself.
3. Werkgewers se bydrae in Skema B is dieselfde soos in Skema A voorgekry met betrekking tot hulle werknemers, en werkgwer is nie verplig om tot enige koste met betrekking tot die lede se afhanklikes by te dra nie.
4. **3.1 VOORBEELD:**

Bydrae vir 'n haarkapper met twee afhanklikes is R6,00 vir die werkgwer en R124,00 vir die werknemer.

### CATEGORY OF MEMBERS

<table>
<thead>
<tr>
<th></th>
<th>Scheme A</th>
<th>SCHEME B</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Member only</td>
<td>Member only</td>
</tr>
<tr>
<td>Employer (federated)</td>
<td>Y 12,00</td>
<td>50,00</td>
</tr>
<tr>
<td>Employer (non-federated)</td>
<td>Y 12,00</td>
<td>50,00</td>
</tr>
<tr>
<td>Hairdresser: Code GET, CC, COH and CE</td>
<td>X 12,00</td>
<td>44,00</td>
</tr>
<tr>
<td></td>
<td>Y 6,00</td>
<td>6,00</td>
</tr>
<tr>
<td>Receptionist and/or teller</td>
<td>X 10,00</td>
<td>44,00</td>
</tr>
<tr>
<td></td>
<td>Y 8,00</td>
<td>8,00</td>
</tr>
<tr>
<td>Employees (n.e.)</td>
<td>X 12,00</td>
<td>44,00</td>
</tr>
<tr>
<td></td>
<td>Y 8,00</td>
<td>8,00</td>
</tr>
<tr>
<td>Apprentices</td>
<td>X 10,00</td>
<td>45,00</td>
</tr>
<tr>
<td></td>
<td>Y 5,00</td>
<td>5,00</td>
</tr>
<tr>
<td>Trainees: Code TH</td>
<td>X 10,00</td>
<td>45,00</td>
</tr>
<tr>
<td></td>
<td>Y 5,00</td>
<td>5,00</td>
</tr>
<tr>
<td>Manicure and/or beauty culturel</td>
<td>X 10,00</td>
<td>45,00</td>
</tr>
<tr>
<td></td>
<td>Y 5,00</td>
<td>5,00</td>
</tr>
<tr>
<td>Shampoel</td>
<td>X 10,00</td>
<td>45,00</td>
</tr>
<tr>
<td></td>
<td>Y 5,00</td>
<td>5,00</td>
</tr>
<tr>
<td>General assistant</td>
<td>X 10,00</td>
<td>45,00</td>
</tr>
<tr>
<td></td>
<td>Y 5,00</td>
<td>5,00</td>
</tr>
</tbody>
</table>

**NOTE:**
1. **X** = Employee's shares. **Y** = Employer's share.
2. Employers (whether federated or not) pay only the "$Y" contributions for themselves.
3. Employers' contributions in Scheme B are the same as those prescribed in Scheme A in respect of their employees, and employers are not liable to contribute to any cost in respect of the members' dependants.
4. **3.1 EXAMPLE:**

Contributions for a hairdresser and two dependants will be R6,00 for the employer and R124,00 for the employee.

24.8.3 Die aantal afhanklikes sal vasgestel word aan die hand van die Registrasieformulier vir Lidmaatskap, soos deur die lid ingediend kragtens en onderhewig aan die bepaling van klousules 24.5 en 24.8 respektiewelik.

24.8.4 Bydraes ooreenkomsdig klousule 24.8.1 mag van die lone van vakieerlings afgetrek word op hulle skriflike versoek.

24.8.5 Bydraes ooreenkomsdig die bylae van klousule 24.8.2 mag van die lone van persone in klousule 24.5.1 (b) bedoel, afgetrek word op hulle skriflike versoek.

24.8.3 The number of dependants shall be determined from the Registration Form for Membership as submitted by the member in terms of and subject to the provisions of clauses 24.5 and 24.8 respectively.

24.8.4 Contributions in accordance with clause 24.8.1 may be deducted from the wages of apprentices at their written request.

24.8.5 Contributions in accordance with the schedule under clause 24.8.2 may be deducted from the wages of persons referred to in clause 24.5.1 (b) at their written request.
24.8.8 To the amounts deducted in terms of clause 24.8.2 the employer shall add Y amount and forward the total sum for each month to the Council, together with a statement in such form as may from time to time be prescribed by the Council. The amount payable in terms of this clause each month shall be forwarded to the Secretary of the Council, P.O. Box 2182, Durban, 4000, not later than the 7th day of the month immediately following.

24.8.7 Should any amount due in terms of this clause not be received by the Council by the 7th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 2.5 per cent per month or part thereof from such 7th day until the day upon which payment in cash is actually received by the Council. Provided that the Council shall be entitled in its absolute discretion to waive the payment or such interest or part thereof.

24.8.8 Notwithstanding the provisions of clause 24.8.7, failure on the part of the employer to make the deductions of employees’ contributions which he is required to make shall not absolve the employer from having to submit the total amount of the employees’ contributions and his own contribution to the Council.

24.9 Benefits: Scheme A:

24.9.1 Subject to the terms, conditions, provisions and requirements of the rules of the Fund as decided on from time to time by the Management Board, a member shall be entitled to benefits in respect of medical and/or dental and/or optical services and sick pay benefits in any one benefit cycle of 52 weeks, not exceeding the maximum limits hereinafter stated.

24.9.2 Payment of expenses for prescriptions not exceeding an amount of R850 in the aggregate in each cycle of 52 weeks of contributory service for the member.

24.9.3 Free medical attention (excluding surgical treatment and maternity cases), save where these are approved wholly or in part by the Management Board and the medical officer(s) appointed by the Board.

24.9.4 Payment of expenses for dental service not exceeding the amount of R150 in the aggregate in each cycle of 52 weeks of contributory service.

24.9.5 Payment of expenses for optical services not exceeding the amount of R200 in each cycle of 104 weeks of contributory service: Provided that no member shall be entitled to optical benefits until he has made contributions to the Fund for at least 52 consecutive weeks from the date of his first contribution.

24.9.6 Subject to the provisions of clause 24.4.1, members for whom wages are prescribed under clause 11 of the Agreement shall be entitled to sick pay benefits in respect of absence from work owing to illness and/or accident as detailed in the following table:

<table>
<thead>
<tr>
<th>SICK PAY BENEFITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st and 2nd week</td>
</tr>
<tr>
<td>50% of prescribed basic wage.</td>
</tr>
</tbody>
</table>

24.9.7 No member shall be entitled to sick pay benefits in respect of absence from work owing to illness for a period of three (3) days or less.

24.9.8 No sick pay benefit shall be paid in respect of absence from work for which compensation is payable under the Workman’s Compensation Act, 1941 (Act 30 of 1941).
24.9.9 No sick pay benefit shall be paid in respect of absences from work owing to assault or motor vehicle accidents which are not reported to the South African Police.

24.9.10 No payment shall be made in respect of public holidays or in respect of any part of the paid leave referred to in clause 14.

24.10 Benefits: Scheme B:

24.10.1 Subject to the terms, conditions, provisions and requirements of the Rules of the Fund, a member shall be entitled to benefits in respect of medical and/or dental and/or optical services rendered in any one benefit cycle of 52 weeks, calculated from the date on which the member became ill or met with an accident enabling the member to benefit in terms hereof and not exceeding the annual maximum limit of R2 000 in the aggregate for the member and his dependants.

24.10.2 Payment of expenses for services shall include:

(a) Free general medical attention administered by the medical officers of the Fund or the services of the member’s own private practitioner for which the Fund’s liability shall not exceed R12 per visit, up to and not exceeding the amount of R1 000 per family in each cycle of 52 weeks of contributory service.

(b) Payment of expenses for dental services not exceeding the amount of R150, in each cycle of 52 weeks of contributory service.

(c) Payment of expenses for optical services not exceeding the amount of R200 every 104 weeks of contributory service.

24.10.3 Notwithstanding the provisions of this clause, no member shall be entitled to benefits until he has been a member of the Fund for at least three consecutive months. Where a member ceases to be employed in the Hairdressing Trade other than in the case of unemployment in terms of clause 24.6, his membership of the Fund for the purposes of qualification for benefits shall be deemed to recommence after he has been a member of the Fund for at least three consecutive months from his date of re-employment in the Trade.

24.10.4 The Board of Management in its entire discretion may, notwithstanding the provisions of the Rules, make ex gratia payments to members and/or their dependants according the special circumstances of each case.

24.10.5 A member shall not be entitled to benefits in terms of this clause for any period during which he does not comply with the provisions of this Agreement.

24.11 Administration of the Fund:

24.11.1 Onderworpe aan die algemene leiding van die Raad moet die Fonds geadministreer word deur ’n Bestuursraad bestaande uit drie persone wat deur die werkvereniging benoem word.

24.11.2 Die Bestuursraad het die bevoegdheid om reëls vir die beheer van die administrasie van die Fonds te maak en te verander. Afskryf van die reëls en enige wyeigings daarvan, wat in coreenstemming met hierdie Ooreenkoms of enige wet moet wees, moet by die Direkteur-generaal van Mannekrig ingediend word. Die reëls van die Fonds moet onder ander die volgende voorskrif:

(a) Die Fonds se bestand en uitsluitings en die kwalifikasies wat aan bystand verbonde is.

(b) Die procedures vir die inhuwing en betaling van eise.

(c) Enige ander aangeleentheid waarop die Bestuursraad besluit.
24.11.3 Die Bestuursraad moet 'n Sekretaris aanstel wat as die Sekretaris van die Fonds bekend staan, en ook sedertig ander personeel as wat nodig mag wees vir die behoorlike administrasie van die Fonds. Of die Bestuursraad kan enige persoon, maatskappy of beslote korporasie volmag gee om die administrasie van die Fonds volgens die bereid en voorwaarde wat die Bestuursraad gisklik ag. Met dien verstande dat enige administrasiekoste wat aan enige sodanige persoon, maatskappy of beslote korporasie betaal word, in totaal nie meer is nie as 12 percent van die jaarlikse bytalande ontvang deur die Fonds in enige jaarlikse bytalande word uit in ooreenstemming met hierdie Oorekoms moet wees.

24.11.4 Die Bestuursraad mag enige of alle bystand weier en/of weens van enige lid en/of sy afhankelikes, wat na die Bestuursraad se mening, op 'n manier opgetree het wat bedoel is om die belange van die Fonds te beïnvloed en benadeel of redelikweers waarskynlik sal benadeel: Met dien verstande dat so'n lid die geletterdheid geneem word om by die Raad 'n oppoel teen die besluit van die Bestuursraad in te dien, en die Raad se besluit is finaal.

24.11.5 Enige gisklike aangaande die vertolking, betekenis of toepassing van enige van die bepaling van hierdie Oorekoms of aangaande die administrasie van die Fonds, word deur die Bestuursraad nie in staat is om op te los nie, moet na die Raad vir 'n besluit verwys word.

24.11.6 Indien te enige tyd die bedrag wat in krediet van die Fonds staan, te enige tyd tot minder as R2 000 daal, moet die bystandbetalings gestaak word en nie hervat word nie totdat die bedrag in die krediet van die Fonds R4 000 oorskriv, dan moet dien verstande dat wanneer die toebedaling hervat word, die eise wat tydens so'n stakingstydperk ingestel is, in die orde waarin hulle ontvang is, hanteer moet word.

24.1.7 Alle koste wat in verband met die administrasie van die Fonds gemaak is, is vir die Fonds se rekening.

24.11.8 Die Bestuursraad is bevoeg om komités of subkomités aan te stel en om aan sodanige komites of subkomités bevoegdheid te delegeren wat nie teenstrydig met hierdie Oorekoms en of met die reëls van die Fonds is nie.

24.12 Vyfwaring:

24.12.1 Die lede van die Bestuursraad en die amptenare en werknemers van die Fonds, insluitende enige persoon, maatskappy of beslote korporasie in klusop 24.11.3 bedoel, is nie aanspraklik nie vir die skuld en verpligtinge van die Fonds en hulle word hiermee deur die Fonds gevwyver en of die persone verslaan of koste deur hulle aangegaan in of in verband met die bona fide-uitvoering van hul plichte.

24.13 Finansiële beheer:

24.13.1 Alle geld wat namens die Fonds ontvang word, moet in 'n bank verskyn en elke bystaander wat teen die Fonds getrek word, moet deur ten minste twee persone wat deur die Bestuursraad aangestel is, geteken word.

24.13.2 Die Bestuursraad kan alle geld wat nie onmiddellik benodig word om die huidige woordeings te doen of die bestuursraad van tyd tot tyd beslis, onderhewig aan die bepaling van artikel 21 (3) van die Wet.

24.13.3 Die Raad kan lenings aangaan en/of 'n oortrekking van 'n bank verkry of van ander party leen op die beding dat geen van 'n ander party, verleen of van ander party beskiklik word nie, waarby die bestuursraad se goedkeuring word vir die doel om die nodige geld vir enige doel van die Fonds te verkry.

24.13.4 Alle waarborg, verbande, eiendomsbewyse en ander dokumente, as daardie word, moet in die Fonds se naam geregistrer word en mag nie gecorrigeer word, vervreemd of van ander party beskiklik word nie, behalwe die bestuursraad se goedkeuring. Die Bestuursraad moet vier lede van die Bestuursraad van die oortrekke van 'n aerobic hoer, van wie die handtekenings van die Fonds, of van die bestuursraad se goedkeuring, moet wees.

24.13.5 Die Bestuursraad moet volledige en ware rekne van die Fonds laat bewaar, welke rekne deur 'n openbare rekenmeester gebalanseer en geneutraliseer moet word soos op 31 Desember van elke jaar.

24.11.3 Die Board of Management shall appoint a secretary, who shall be known as the Secretary of the Fund, and such other staff as may be necessary for the proper administration of the Fund, or it may delegate to any person, company or close corporation the administration of the Fund upon such terms and conditions as the Board may deem appropriate: Provided that any administration costs paid to any such persons, company or close corporation shall not exceed in the aggregate 12 percent of the contributions and income received by the Fund in any annual cycle of benefits, and otherwise upon terms which shall be consistent with this Agreement.

24.11.4 The Board of Management may refuse and/or withhold any or all benefits from any member and/or its dependants who, in its opinion, have acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members: Provided that such member shall be given the opportunity of submitting an appeal against the decision of the Board of Management to the Council, whose decision shall be final.

24.11.5 Any disputes concerning the interpretation, meaning or intention of any of the provisions of this Agreement or concerning the administration of the Fund, which the Board of Management is unable to settle, shall be referred to the Council for decision.

24.11.6 If at any time the amount standing to the credit of the Fund drops below R 2 000, benefit payments shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R 4 000: Provided that upon payments being resumed, claims made during such period of suspension shall be met in the order in which they were received.

24.11.7 All expenses incurred in connection with the administration of the Fund shall be a charge against the Fund.

24.11.8 The Board of Management shall be empowered to appoint committees or subcommittees and to delegate to such committees or subcommittees such powers as are not inconsistent with this Agreement or with the rules of the Fund.

24.12 Indemnity:

24.12.1 The members of the Board of Management and the officers of the Fund, including any person, company or close corporation contemplated by clause 24.11.3 shall not be liable for the debts and liabilities of the Fund and are hereby indemnified by the Fund against all losses and expenses incurred by them in or in connection with the bona fide discharge of their duties.

24.13 Financial control:

24.13.1 All monies received on the account of the fund shall be paid into a bank or banks and all cheques drawn against the Fund shall be signed by at least two persons appointed by the Board.

24.13.2 The Board may invest all monies not immediately required to meet the current charges upon the fund as it may from time to time determine, subject to the provisions of section 21 (3) of the Act.

24.13.3 The Board may make loans and/or obtain an overdraft from a bank or borrow from other parties on such terms as may be agreed upon for such sums as may be approved by the Board of Management from time to time for the purpose of acquiring the money necessary for any purpose of the Fund.

24.13.4 All securities, mortgage bonds, title deeds and other documents, if any, shall be registered in the name of the Fund and shall not be transferred, alienated or otherwise disposed of except with the approval of the Board. The Board of Management shall nominate four members of the Board of Management as signatories for the above purpose, the signatures of any two of whom shall be sufficient for the purpose of giving effect to the resolutions of the Board of Management. Such signatories shall hold office indefinitely or for such period as the Board when appointing them may decide.

24.13.5 The Board shall cause full and true accounts of the Fund to be kept, such accounts to be balanced and audited by a public accountant as at 31 December of each year.
24.13.6 Die Bestuursraad moet 'n jaarverslag oor die handelinge van die Fonds opstel, saam met 'n afskrif van die auditeursverslag en die balansstaat van die Fonds en 'n staat van die ontvangste en uitgegaan vir die finansiële jaar eindigende elke 31 Desember, wat jaarliks, sodra dit beskikbaar is, aan die Direkteur-generaal van Mannekrag en die partye by hierdie Ooreenkoms gemos moet word, en ter inligting van die werkgewers en lede gepubliseer word op 'n wyse wat die Bestuursraad van tyd tot tyd bepaal.

24.13.7 Die Bestuursraad moet aantekeninge van die Fonds hou wat te eniger tyd 'n aktuariële waardering moontlik sal maak; sodanige aantekeninge moet ook die ander besonderhede en inligting weeg oor die Bestuursraad wenstig wees. Die resultaat van enige aktuariële waardering moet in 'n verslag vervat word wat deur die Bestuursraad ingediend moet word. Die partye by die Ooreenkoms moet 'n afskrif van sodanige verslag ontvang.

24.13.8 Die Bestuursraad moet ook, ter inligting van werkgewers en lede, besonderhede van enige verslag ingevolge klousule 24.13.7, of 'n opsomming daarvan, publiek in 'n vorm en op 'n wyse wat die Bestuursraad bepaal.

24.13.9 Die koste in verband met of bykomstig deur die instelling van die Fonds of deur die bestuur of administrasie van die Fonds en vir die beleggings daarvan, insluitende die koste van oudtering en aktuariële ondersoek, moet deur die Fonds gedra word.

24.13.10 Alle kontrakte wat deur die Fonds aangegaan word en die Fonds bind, moet deur die Bestuursraad aangegaan word en alle dokumente met betrekking daartoe moet deur minstens twee lede van die Bestuursraad, wat deur die Bestuursraad behoorlik daartoe gekies is, gelees word.

24.13.11 Enige winste of verliese as gevolg van die realisering van beleggings van die Fonds moet in die krediet of debiet van die Fonds staan, na gelang van die geval.

24.14 Verstrekking van die Ooreenkoms:

24.14.1 Enige ooreenkoms wat deur die Minister as bindend verklaar word kragtens artikel 48 van die Wet, wat hierdie Ooreenkoms vervang of opvolg, kan van die verkoop maak vir die voortsetting en administrasie van die Fonds.

24.14.2 Indien hierdie Ooreenkoms sou verstrekyt deur verloop van tyd of om enige ander rede, moet die Fonds voortgaan om deur die Bestuursraad wat dan bestaan, geadministreer te word, totdat dit oor kragtens klousule 15 behandle word of deur die Raad vergader word aan enige ander fonds wat vir dieselfde doel saamgestel is as waarvoor hierdie Fonds geskik is.

24.14.3 Indien die Raad ontbind word of ophou funksioneer ooreenkomstig artikel 34 (2) van die Wet tydens enige tydperk waarin hierdie Ooreenkoms bindend is, moet die Bestuursraad voortgaan om die Fonds te administreer, en die lede van sodanige Bestuursraad moet op die datum waarop die Raad ophou om te funksioneer te ontbind word, vir die doel as lede daarvan beskou word: Met dien verstaande egter dat enige vakature wat in so 'n Bestuursraad ontstaan, deur die Nywerheidsregistermate met werkgevers of werknemers van die Haarkappersbedryf aangevul mag word om gelykheid van werkgegewers en werknemerverenwoordigers en plaasvervangers in die lidmaatskap van die Bestuursraad te verseker.

24.15 Likwidisasie:

24.15.1 Met die verval van die Ooreenkoms deur verloop van tyd of om enige ander rede, en behalwe as dit binne twee jaar hernu of vervang word deur 'n ander ooreenkoms wat die Fonds voortset, of wanneer die Fonds deur die Raad oorgedra nie aan enige ander fonds wat vir dieselfde doel tot
stand gebring is ooreenkomstig die bepalinge van klausule 14 binne die gemelde tydperk van twee jaar, moet die Fonds geltend word. Met likwidasie van die Fonds moet die geld wat nog in die krediet van die Fonds oorby na die uitbetalings van alle eise teen die Fonds, insluitende administrasie- en likwidasiekoste, gekry word. Met teenwoordigheid van die werkgeersorganisatie en die vakvereniging. Die Fonds moet geltend word deur die Bestuursraad, wat krags wat hierdie klausule werk, of deur die trustee(s) wat kragtens die gemelde klausule aangestel is, na gelang van die geval.

24.16 Bystand onvervreembaar:

24.16.1 Die bystand wat deur die Fonds verskaf word, is nie oorraadbaar nie en enige lid wat probeer om sy regte toe te wys, oor te dra, af te staan, te verplig of met 'n verband te beswaar, hou onverwyld op om gereig te wees op enige bystand hoofsaaklik om lidmaatskap van die Fonds met betrekking tot homsel en sy afhanklikes moet behoud word.

24.16.2 Geen persoon, hetsy 'n lid al dan nie, het enige eis teen of reg op belange in of ten opsigte van die Fonds of enige bydrae daartoe of enige belange daarin of enige eis teen die Bestuursraad of die Fonds nie, behalwe inligging ooreenkomstig die bepalinge van die reëls van die Fonds.

24.16.3 By 'n besluit oor 'n feitvraag kan die Bestuursraad, tensy die reëls anders bepaal, handel volgens getuie-nis wat hy voldoende ag, hetsy dit op wettige bewys neerkom of nie.

24.16.4 Enige beslissing van die Bestuursraad oor die feitvraag en enige optrede deur die Bestuursraad ingevolge enige beslissing wat deur die reëls aang goeroer word, is finaal en is nie onderhewig aan appèl hersoning nie.

24.17 Else:

24.17.1 Else vir siegel gedagbystand en/of spesiale siegel- geldbystand van die Fonds moet by die Fonds ingedien word op die vorm wat die Bestuurskomitee van tyd tot tyd voorskrif en moet vergesel gaan van 'n uitvoerige mediese verslag in die voorgeskryte vorm. Die koste van die mediese verslag moet deur die betrokke lid gedra word: Met dien verstande egter het die Bestuurskomitee 'n onafhanklike mediese ondersoek mag vereis, waarvan die koste deur Sienna A of Sienna B van die Fonds gedra moet word, na gelang van die geval.

24.17.2 Geen else mag deur die Fonds erken word as dit nie binne 3 (drie) maande na die datum waarop suke koste aangegaan is, ingedien word nie, en ook nie as die lid verskyn het om volgens behoorlike mediese advies te handel nie.

24.17.3 Dit sal voldoende betaling van enige eis wees wanneer 'n lid met vooruitbetaalde pos versend word na die adres wat op die voorgeskryte eiwerk van die Bestuurskomitee genoem is, en indien enige elke wat so verstuur is nie binne ses maande vanaf die datum van uitgifte betaal is nie, sal die eis verbetaal word toe voordeel van die Fonds: Met dien verstande het die Bestuurskomitee die geslag sal hé om, na so goedkomne, 'n ex-gratia-uitbetaling te maak met betrekking tot enige eis wat kragtens hierdie klausule verbaas is.

24.18 Begrafenisbystand:

24.18.1 Onderhewig aan die bepalinge van klausules 24.8.1 en 24.10.1, met die sterte van 'n lid wat op bystand van die Fonds gereg is, is begrafenisbystand van R300 betaalbaar aan die overlewende gade of aan 'n persoon wat die Bestuurskomitee beskou as gereg om die bystand toe ontvang, by voorligging van sodanige stafbewys van die werknemer as wat die Bestuurskomitee van tyd tot tyd voorskrif of vereis.

24.19 Voorbehoud:

Nieteenstaande enige anderstude rende bepalinge van hierdie Ooreenkoms geld die volgende:

24.19.1 Die Bestuurskomitee het die bevoegdheid om na goedkeurte personele hulp toe te staan aan lede in gevalle van ontbeting as gevolg van siekte, en mag hy spesiale bystand toestaan aan lede deur middel van geeldekte tees, la en wie of andersens, op die voor- waarde wat hy van tyd tot tyd bepaal.

with the provisions of clause 14 within the said period of two years, the Fund shall be liquidated. Upon liquidation of the Fund, the monies remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be equitably apportioned between the employers' organisation and the trade union. The Fund shall be liquidated by the Board of Management functioning in terms of this clause or by the trustee(s) appointed in terms of the said clause, as the case may be.

24.16 Benefits insluitbaar:

24.16.1 The benefits provided by the Fund are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall forthwith cease to be entitled to any benefits whatsoever and membership of the Fund in respect of himself and his dependants shall be terminated.

24.16.2 No person, whether a member or otherwise, shall have any claim or right to or interest upon or in respect of the Fund or any contributions thereto or any interest therein or any claim upon or against the Board or the Fund, except under and in accordance with the provisions of the rules of the Fund.

24.16.3 In deciding any question of fact the Board may, unless otherwise provided in the rules, act upon such evidence as it may deem adequate, whether or not such evidence amount to legal proof.

24.16.4 Any decision of the Board upon any question of fact and any action taken by the Board in terms of any decision entrusted to it by the rules shall be final and shall not be subject to appeal or review.

24.17 Claims:

24.17.1 Claims for sick pay benefits and/or special sick pay benefits from the Fund shall be lodged with the Fund on the form prescribed by the Management Committee from time to time, and shall be accompanied by a detailed medical certificate in the form prescribed. The cost of the medical certificate shall be borne by the member concerned: Provided, however, that the Management Committee may require an independent medical examination, the cost of which shall be borne by Scheme A or Scheme B of the Fund, as the case may be.

24.17.2 No claims shall be recognised by the Fund if not submitted within three (3) months after the date on which such liabilities were incurred, nor if the member has failed to act upon proper medical advice.

24.17.3 It shall be sufficient payment of any claim if a cheque is dispatched by prepaid post to the address given in the claim form prescribed by the Management Committee, and if any cheque so sent is not paid within six months of the date of issue, the claim shall be forfeited to the benefit of the Fund: Provided that the Management Committee shall have the power in its discretion to make an ex-gratia payment in respect of any claim forfeited in terms of this clause.

24.18 Funeral benefits:

24.18.1 Subject to the provisions of clause 24.9.1 and 24.10.1, at the death a member entitled to benefit from the Fund, a funeral benefit of R300 shall be payable to the surviving spouse or to such person as the Management Committee may consider entitled to receive the benefit on production of such proof of death of the employee as the Management Committee may from time to time prescribe or require.

24.19 Reservations:

The following shall apply notwithstanding anything to the contrary contained in this Agreement:

24.19.1 The Management Committee shall have discretion power to grant additional assistance to members in cases of hardship arising from illness and may grant special relief to members by means of pecuniary grants, loans or otherwise on such conditions as it may from time to time determine.
24.19.2 Die Bestuurskomitee kan vrystelling verleen van enige van die bepaalings van hierdie Ooreenkoms op sodoende bedingende en voorwaardede en vir sodoende tydperke as wat hy bepaal, en aansoek om vrystelling moet aan die Sekretaris van die Raad gegrig word.

24.19.3 Die Bestuursraad kan regdes intrale wat nie strekend met die Wet en hierdie Ooreenkoms is nie, uitsluitende enige sekte waarvolgens 'n lid die reg op bystand het kragtens hierdie Ooreenkoms. Toetsel sulke redel deur die Bestuursraad gemaak is, is die Fonds nie saadrig om bystand te betaal nie vir enige sekte waarvoor Siektebeystandsfonds vir die Haarkeperesbedryf nie volkome of gedeeltelike aanspreklik sou wees nie vir betaling van mediese koste in verband met sulke sekte nie.

24.19.4 'n Vakleerling wat nie 'n lid van die Fonds is nie, 'n las werknerem en enige ander werknerem wat van die Fonds uitgesluit is wees—

(a) chroniese sekte;

(b) enige ander goele rede wat deur die Bestuursraad as voldoende erken word;

en wat van die werk afwas is weens ongelykeheid, moet deur die werkgever allesaam minstens 36 dae siekteverlof toegestaan word tydens enige tydperk van 36 agtereenvolgende dae van enige ander tydperk wat deur hom, en die werkgever moet so 'n werknerem ten opsigt van die afwesigheidstydperk kragtens klousule 24.9.4 'n bedrag betaal van minstens die loon wat hy sou ontvang het as hy tydens sodanige tydperk gewerk het: Met dien verstande dat—

(a) gedurende die eerste 12 maande van diens 'n werknerem nie geregeld nie is op siekteverlof vol by volle betaling teen 'n koers van meer as een werkdag vir elke voldoende maand dien;

(b) 'n werknerem, as 'n opskortende voorwaarde vir die betaling deur hom van enige bedrag deeglik kragtens klousule 24.19.4 deur 'n werknerem vir enige afwasigheid van werk vir 'n tydperk van meer as twee agtereenvolgende dae, van die werkgever kan veroor om 'n sertifikaat te toon wat deur 'n mediese dokter getekend is en wat die aard en duur van die werknerem se ongelykeheid weergee: Met dien verstande dat wanneer 'n werknerem gedurende enige tydperk van tot agt weke betaling ontvang het kragtens klousule 24.19.4 by twee of meer geleenhede sonder om so 'n sertifikaat te toon, sy werkgever gedurende die tydperk van agt weke wat volg onmiddellik op die vorige geleenheid, van hom gereken om so 'n sertifikaat te ontpiekte van enige afwasigheid van werk te toon.

24.19.5 Vir die doel van klousule 24.19.4—

(a) sluit "diens" in enige tydperk waarbydens 'n werknerem—

(i) met jaarlike verlof is;

(ii) met siekteverlof is;

(iii) van die werk afwas is in opdrag of op verzoek van sy werkgever, of diensplig doen ingevolge die Verdodingswet, 1957;

wat allesaam in enige jaar neerkom op hoogstens 10 weke met betrekking tot (i), (ii) en (iii), plus tot vier maande diensplig in (iv) bedoel wat in daardie jaar gedoen is, en enige ononderbroke diens wat 'n werknerem by dieselfde werkgever gehad het onmiddellyk voor die datum van inwerkingtreding van hierdie Ooreenkoms moet vir die doel van klousule 24.19.4 as in diens beskou word, en enige siekteverlof met volle betaling wat aan so 'n werknerem toegestaan is tydens so 'n tydperk, moet vir die doel van klousule 24.19.4 geag word toegestaan te wees kragtens hierdie Ooreenkoms; en

24.19.6 The Management Committee may grant exemption from any of the provisions of this Agreement under such terms and conditions and for such periods as it may determine, and application for exemption shall be made to the Secretary of the Council.

24.19.3 The Board may make rules not inconsistent with the Act and this Agreement, excluding any illness as entitling a member to benefit in terms of this Agreement. Until such rules shall have been made by the Board the Fund shall not be liable to pay benefits for any illness in respect of which the Hairdressing Trade Sick Benefit Fund would not be liable wholly or in part for the payment of medicinal expenses connected with such illness.

24.19.4 An apprentice who is not a member of the Fund, a casual employee, and any other employee who has been excluded from the Fund on account of—

(a) chronic illness;

(b) any other good reason recognised by the Board as being sufficient;

and who is absent from work through incapacity, shall be granted by the employer not less than 36 days' sick leave in the aggregate during any period of 36 consecutive months of employment with him, and the employer shall pay such employee in respect of the period of absence in terms of clause 24.9.4 an amount not less than the wage he would have received had he worked during such period: Provided that—

(a) in the first 12 months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work-day in respect of each completed month of employment;

(b) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of clause 24.19.4 by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a medical practitioner, stating the nature and duration of the employee's incapacity: Provided that when an employee has, during any period of up to eight weeks, received payment in terms of clause 24.19 on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such certificate in respect of any absence from work.

24.19.5 For the purposes of clause 24.19.4—

(a) "employment" includes any period during which an employee—

(i) is on annual leave;

(ii) is on sick leave;

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

(iv) is doing military service in terms of the Defence Act, 1957,

such period amounting in the aggregate in any one year to not more than 10 weeks in respect of (i), (ii) and (iii), plus up to four months of military service as referred to in (iv) rendered during that year, and any continuous employment which an employee has had with the same employer immediately before the date of the commencement of this Agreement shall, for the purposes of clause 24.19.4, be deemed to be employment, and any sick leave on full pay granted to such employee during such period shall, for the purposes of clause 24.18.4, be deemed to have been granted under this Agreement; and
(b) beteken "ongeskiltheid" onvermúò om te werk weens enige seikte of besering, uitgesonder seikte of besering veroorsaak deur 'n werknemer se die wango-
drag. In die verbode aan swargerskap en deel-
namme aan gevaarlike en/of beroepspoort: Met dien verstande dat enige sodanige onvermúò om te werk, wat veroorsaak is deur 'n ongeluk waarvoor vergoe-
ding betaalbaar is ingevolge die Ongevalswet, 1941 (Wet 30 van 1941), as ongeskiltheid beken word slegs tydens enige tydprik ten opsigte waarvan geen ongeskilthedsbeteling kragtens daardie Wet betaal-
bare is nie.

24.19.6 Behoudens die bepaling van klousule 24.19.3 van hierdie Ooreenkomst kan die Bestuursraad, indien 'n lid blywend ongeskil is as gevolg van swak
gesondheid, en op sodanige voorwaardes as wat die
Bestuursraad in die algemeen of in enige spesifieke
gevol voorstel, die tydprik van bystand in klousule 24.19.1 bedoel, verlen, maar op so 'n wyse dat die
maximum tydprik van bystand betaalbaar kragtens
hierdie klousule nie twee jaar oorsiry nie.

25. VERSKAFFING VAN TOERUSTING

'n Wargewer moet, vir die gebruik van elke haarkapper
(gekwalifiseer), alle nodige gereedskap en toerusting om sy
werk uit te voer, verskaf, uitgesonder:

(i) krutoerusting;
(ii) skûre;
(iii) kamme;
(iv) handdroërs;
(v) haarknippers;
(vi) slee sêmes;
(vii) kartelknippers;
(viii) boeseis;
(ix) beskermende kleding;
(x) nekboeseis; en
(xi) sonstreipkappe:

Met dien verstande dat in gevallle waar die werkgewer 'n
terskema ten opsigte van beskermende kleding ingestel
het om by die terskema van sy salon te pas, hy die beskerm-
mende kleding most verskaf, maar daar mag nie van hom
veres word om meer as twee aan elke werknemer in enige
12-maandetiprik te verskaf nie.

26. HANDHAWING VAN HIERDIE OOREENKOMST

Die Raad kan, vir dié doel om die nakoming van hierdie
Ooreenkomst te handhaaf, toevlucht tot enige wettige maat-
reëls neem, of volgens die Wet of volgens die Raad se
Konsultusie.

27. ULTRA VIRES-BEPALINGS IN OOREENKOMST

Indien enige bepaling in hierdie Ooreenkomst ongeldig of
ultra vires die bevoegdheid van die Minister of van die partye
hierby is, voor of na publikasie van hierdie Ooreenkomst in
die Staatskoerant deur die Minister kragtens die bepaling
van die Wet, raak dit hoëgenaamd nie die res van hierdie
Ooreenkomst nie, wat in sodanige geval die Ooreenkomst
uitmaak.

28. DIENSSERFITIKAAT

Bekwam wanneer die diens van 'n werknemer deur 'n
werkgewer beëindig word as gevolg van drostery, moet 'n
werkgewer met die beëindiging van 'n werknemer se diens 'n
diensserfitikaat aan so 'n werknemer uitreik wat die volle
name van die werkgewer en die werknemer, die beroep van
die werknemer, die aanvangsdatum en die datum van
diensbeëindiging van die werknemer en sy loontaal ten
tyde van die diensbeëindiging aandui (socor per Bylae H).

(b) "incapacity" means inability to work owing to
any illness or injury, other than illness or injury caused
by an employee's own misconduct, any illness whatever
related to pregnancy, and participation in hazardous and/or professional sports: Provided that
any such incapacity to work caused by an accident for
which compensation is payable under the Workmen's
Compensation Act, 1941 (Act 30 of 1941), shall only be
considered as incapacity during any period in respect
of which no disablement pay is payable in terms of that
Act.

24.19.6 Subject to the provisions of clause 24.19.3
of this Agreement, the Board of Management may, if a
member is permanently disabled as a result of ill health,
and on such conditions as the Board of Management
may describe generally or in any specific case, extend
the period of benefits referred to in clause 24.19.1, but in
such a way that the maximum period of benefits payable
in terms of this clause shall not exceed two years.

25. PROVISION OF EQUIPMENT

An employer shall provide, for the use of every hairdresser
(qualified), all tools and equipment necessary for the carrying
out of his work, except:

(i) curling equipment;
(ii) scissors;
(iii) comb;
(iv) hand-driers;
(v) clippers;
(vi) razors;
(vii) setting clips;
(viii) brushes;
(ix) protective garments;
(x) neck brushes; and
(xi) highlight caps:

Provided that in cases where the employer has instituted a
colour scheme in respect of protective garments to fit in with
the colour scheme of his salon, he shall supply the protective
garments, but shall not be required to supply more than two
to each employee in any period of 12 months.

26. ENFORCEMENT OF THIS AGREEMENT

The Council may, for the purposes of enforcing compliance
with this Agreement, have recourse to any means allowed by
law, whether under the Act or under the Constitution of the
Council.

27. ULTRA VIRES PROVISIONS IN AGREEMENT

Should any provision of this Agreement be inequitable or
ultra vires the powers of the parties hereto or of the Minister,
before or after publication of this Agreement in the Govern-
ment Gazette by the Minister under the provisions of the Act,
this shall in no way affect the remainder of this Agreement,
which shall in that event constitute the Agreement.

28. CERTIFICATE OF SERVICE

Except where the employment of an employee is termin-
ated by an employer on the grounds of desertion, an
employer shall, upon the termination of an employee's
employment, issue a certificate of service to such employee
reflecting the full names of the employer and the employee,
the occupation of the employee, the date of commencement
and date of termination of employment and the wage rate of
the employee at the date of termination (as per Annexure H).
30. PENSIOENFONDS

30.1 De Pensioenfonds, bekend als de Natal Hairdressing Trade Pension Scheme (hierna in hierdie klousule die "Fonds" genoem), word hierby gestig en word hierby voortgezet.

30.2 Die doelwitte van die Fonds is om aan lede afbiedings- en stafvoordele te verskaf, daardat die Raad die beste moneetlike voordele versoek.

30.3 Die Fonds word deur sy reëls beheer, en die voordele kragtens die Fonds word verskaf onder Polis No. 184055, uitgereik deur Fedlife Assurance Limited. Afskraqte van alle dokumente wat uitoereike gegevens vir die Fonds en enige wysiging daartoe bevat, moet deur die Raad by die Direkteur-generaal van Mannekrag ingediend word.

30.4 Bydraes:

30.4.1 Die werkower moet elke maand 'n bedrag van die basissone van elke werknemer afset wat gelyk is aan 40 persent van die voorgeskrewe maandelike loon van sy werknemer.

30.4.2 By die bedrae afgetrek kragtens klousule 30.4.1 moet die werkower 'n bedrag voeg wat gelyk is aan 30 persent van die werknemer se voorgeskrewe maandelike loon en die totale bedrag betaalbaar in elke maand kragtens hierdie klousule, aan die Sekretaris van die Raad, Postbus 2182, Durban, 4000, stuur, nie later nie as die 7de dag van dié maand wat onmiddellik volg op die maand ten opsigte waarvan dit betaalbaar is. Saam met 'n staat in 'n vorm wat van tyd tot tyd deur die Raad voorskrif word.

30.4.3 Geen afsettings mag gemaak word by bydraes betaal word nie met betrekking tot afwesigheid op werkplekke nie onbetaalde ontsag nie, nie betreklik op diens of militêre diens, wanneer geen betaling aan die werknemer verskuldig is deur die werkower kragtens enige ooreenkomst of volgens enige wet nie.

30.4.4 Indien enige bedrag verskuldig kragtens hierdie klousule nie deur die Raad ontvang is nie op die 7de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, moet die werkower rente betaal op so 'n bedrag of op so 'n kleiner bedrag wat nog onbetaal is, bereken teen die koers van 25 persent per maand of gedeelte daarvan, van sodanige 7de dag tot die dag waarop kontantbetaling werklik deur die Raad ontvang word. Met dien verstande dat die Raad geregtig is om, na altyd absolute goedonkome van die betaling van suike rente of gedeelte daarvan afstand te doen.

30.4.5 Alle bydraes wat deur die Raad ontvang word kragtens hierdie klousule, moet aan die einde van elke maand aan Fedlife Assurance Limited betaal word.

30.5 Lidmaatskap:

Lidmaatskap van die Fonds is verpligend vir alle werknemers, uitgesonderd los en deeltijdse werknemers, wat in diens is in die Haarkappersbedryf, Natal, en wat nog nie 70 jaar oud is nie.

30.5.1 Die volgende persone mag, na die Raad se goed- en, tot lidmaatskap van die Fonds toegelaat word, en die bepalings van hierdie klousule is mutatis mutandis op enige persoon wat aldaar toegelaat word, van toepassing:

(a) 'n Werknemer van 'n vakvereniging of 'n werkgewersorganisasie wat 'n party by die Raad is; en
(b) as vrywillige lid, 'n persoon wat direk betrokke of in diens is as 'n valdeurig of 'n persoon in diens in 'n administratiewe hoedanigheid in die Bedryf.

30.6 In gevalle waar die—
   (1) Raad ontbind word,
   (2) Raad ophou om te funksioneer, of
   (3) waar die ooreenkoms verstryk,

30.7 Vrywaring:
Die lede van die Raad en sy werknemers is nie aanspreeklik vir enige skuld en verpligtinge van die Fonds nie, en hulle word hierby deur die Fonds gevry wanneer teen alle verliese en uitgawes deur hulle aangegaan in of in verband met die bona fide-uitvoering van hulle plichte.

31. PROMOSIEFONDS

31.1 Die Promosiefonds vir die Haarkappersbedryf word hierby gestig (hierna die “Fonds” genoem) en word hierby voortgezet.

31.2 Die doelwitte van die Fonds is om fondse te verskaf vir ondernemings, dy nie van die klousules van die Haarkappersbedryf bevoegd is, met enkele provisies en die aankoop van prysse en vir die algemene promosie van die Haarkappersbedryf.

31.3 Ten einde die gemelde doelwitte van die Fonds te bereik, moet elke werker die bedraad van die verdienste van elke persoon wat deel aan die Fonds genoem word, en die opbrengste van dié daaraan vanaf sodanige rende tot op die dag waarop die kwantum van iedere bedraad deur die Raad ontvang word: Met dié vermelding dat die Raad het die reg om die betalings van elke persoon wat deel van die Fonds genoem word, en die opbrengste van dié daaraan vanaf sodanige rende tot op die dag waarop die kwantum van iedere bedraad deur die Raad ontvang word: Met dié vermelding dat die Raad het die reg om die betalings van elke persoon wat deel van die Fonds genoem word, en die opbrengste van dié daaraan vanaf sodanige rende tot op die dag waarop die kwantum van iedere bedraad deur die Raad ontvang word: Met dié vermelding dat die Raad het die reg om die betalings van elke persoon wat deel van die Fonds genoem word, en die opbrengste van dié daaraan vanaf sodanige rende tot op die dag waarop die kwantum van iedere bedraad deur die Raad ontvang word:

31.6 In gevalle waar die—
   (1) Raad ontbind word,
   (2) Raad ophou om te funksioneer, of
   (3) waar die ooreenkoms verstryk,

32. UITREDINGSANNUITETFONDS

32.1 Die Uitredingsannuitetfonds is bekend as die Uitredingsannuitetfonds vir Beplanne Besparing (hierna die “Fonds” genoem), word hierby ingestel.

32.2 Doel van die Fonds:
Die doel van die Fonds is om uitredingsannuitiete aan sy ledes te verskaf.

32.3 Die Fonds word deur sy reëls beheer en die voordele van die Fonds word deur Fedlife Assurance Limited verskyn. Afknie van al die feeste van die Fonds en enige wyeinsigte daarvan bevat, moet deur die Raad deur die Direkteur-generaal van Mannekrag ingedien word.

(b) as voluntary member, a person who is directly engaged or employed as an apprentice or a person employed in an administrative capacity in the Trade.

30.6 In the events of the—
   (1) dissolution of the Council,
   (2) Council ceasing to function, or
   (3) expiry of the agreement,


30.7 Indemnity:
The members of the Council and its employees shall not be liable for any debts or liabilities of the Fund, and they are hereby indemnified by the Fund against losses or expenses incurred by them in or about the bona fide discharge of their duties.

31. PROMOTION FUND

31.1 The Hairdressing Industrial Council Promotion Fund (hereinafter referred to as the “Fund”) is hereby established and continued.

31.2 The object of the Fund shall be to provide funds for education, for the holding of promotions and the purchasing of prizes and for the general promotion of the Hairdressing Trade.

31.3 For the purpose of achieving the stated objectives of the Fund every employer shall make such deductions from the earnings of each of his employees who are members of the trade union of not more than 50c per month.

31.4 To the total amount so deducted pursuant to clause 31.3, the employer shall add an equal amount and shall remit, month by month, the total sum to the Secretary of the Council not later than the 7th day of each month in the form prescribed in Annexure A to this Agreement.

31.5 Should any amount due in terms of this clause not be received by the Council by the 7th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as may remain unpaid, calculated at the rate of 2.5 per cent per month or part thereof from such 7th day until the day on which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

31.6 In the events of the—
   (1) dissolution of the Council,
   (2) Council ceasing to function, or
   (3) expiry of the agreement,


32. RETIREMENT ANNUITY FUND

32.1 The Retirement Annuity Fund, known as the Planned Savings Retirement Annuity Fund (hereinafter in this clause referred to as the “Fund”), is hereby established.

32.2 Object of the Fund:
The object of the Fund is to provide retirement annuities for its members.

32.3 The Fund shall be governed by its rules and the benefits under the Fund shall be assured by Fedlife Assurance Limited. Copies of all documents containing detailed information of the Fund and any amendment thereto shall be lodged by the Council with the Director-General of Manpower.
**32.4 Bydraes:**

'n Lid se normale maandelikse bydra tot die Fonds is minstens 7 persent van 1,25 keer die hoogste maandelikse loon wat vir gekwalifiseerde haarkappers voorgeskryf is kragtens die jongste ooreenkoms.

32.4.1 Elke werkgever moet die bydrae ingevolge klousule 32.4 stuur aan die Sekretaris van die Raad, Posbus 2182, Durban, 4000, nie later nie as die 7de dag van die maand wat onmiddelik volg op die maand ten opsigte waarvan dit betaalbaar is, saam met 'n staat in 'n vorm soos van tyd tot tyd deur die Raad voorgeskryf.

32.4.2 Indien enige bedrag wat kragtens hierdie klousule betaalbaar is, nie deur die Raad ontvang is nie op die 7de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, moet die lid betaal aan sodanige bedrag of op sodanige kleiner bedrag as wat nog onbetaal is, bereken teen die koers van 2,5 persent per maand of gedeelte daarvan, vanaf sodanige 7de dag tot die dag waarop kontantbetaling inderdaad deur die Raad ontvang is. Met dien verstande dat die Raad geregte is om, na sy absolute goedgunst, af te sien van die betaling van sodanige rente of gedeelte daarvan.

32.4.3 Alle bydraes wat die Raad ooreenkomstig hierdie klousule ontvang, moet aan die einde van elke maand aan Fedlife Assurance Limited betaal word.

**32.5 Lidmaatskapskraam:**

32.5.1 Lidmaatskrap van die Fonds is verplicht vir alle lede van die South African Hairdressers' en Cosmetologists' Association.

32.5.2 Lidmaatskrap begin met die lid se eerste bydrae tot die Fonds en eindig dieselfde wanneer die lid deleut ten opsigte van die kragtens die reeds betaal is.

32.5.3 Elke lid word van 'n lidmaatskapsbewys voorzi en is geregte op 'n jaarlike staat van sy voordelige ingevolge die Fonds.

32.6 In gevalle waar die—

1. Raad ontbond word,
2. Raad ophou om te funksioneer, of
3. waar die ooreenkoms verstryk,


**32.7 Vrywaring:**

Die lede van die Raad en sy werknomers is nie aanspreeklik vir enige skuld of verpligtinige van die Fonds nie, en hulle word hierby gevrywaar deur die Fonds teen alle verliese en uitgawes wat deur hulle aangegaan is met of in verband met die **bona fide**-uitvoering van hulle plichte.

**32.4 Contributions:**

A member's normal monthly contribution to the Fund shall be not less than 7 per cent of 1.25 times the highest monthly wage which is prescribed for qualified hairdressers in terms of the most recent agreement.

32.4.1 Every employer shall forward the contributions under clause 32.4 to the Secretary of the Council, P.O. Box 2182, Durban, 4000, not later than the 7th day of the month immediately following the month in respect of which they are payable, together with a statement in such form as may be prescribed by the Council from time to time.

32.4.2 Should any amount due in terms of this clause not be received by the Council by the 7th day of the month following the month in respect of which it is payable, the member shall pay interest on such amount or such lesser amount as may remain unpaid, calculated at the rate of 2,5 per cent per month or part thereof from such 7th day until the day upon which payment in cash is actually received by the Council; Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

32.4.3 All contributions received by the Council in terms of this clause shall be paid to Fedlife Assurance Limited at the end of each month.

**32.5 Membership:**

32.5.1 Membership of the Fund shall be compulsory for all members of the South African Hairdressers' and Cosmetologists' Association.

32.5.2 Membership commences when the member makes his first contribution to the Fund and ceases only when the full benefit in respect of the member has been paid in terms of the rules.

32.5.3 Each member shall be issued with a membership certificate and shall be entitled to an annual statement of his benefits under the Fund.

32.6 In the events of the—

1. dissolution of the Council,
2. Council ceasing to function, or
3. expiry of the agreement,


**32.7 Indemnity:**

The members of the Council and its employees shall not be liable for any debts and liabilities of the Fund, and are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the **bona fide** discharge of their duties.
(9) Waar 'n werknemer by 'n werkplek blootgestel is of blootgestel kan word aan 'n potensiële gevaar van besering aan of absorpsie deur die vel as gevolg van skielike aanraak met 'n groot hoeveelheid toksiiese, invretende, hoërisako- of soortgelyke gevaarlike stof, moet die betrokke werkgever toesien dat 'n vinnig reagerende vloeistofstof met skoon water of 'n soortgelyke fasilitê fêl by in die onmiddellijke omgewing van die werkplek van sodanige werknemer en dat eike sodanige werknemer in die gebruik daarvan opgelei is.

**BYLAE**

**Regulasi 3**

**MINIMUM INHOUD VAN 'N EERSTEHULPKAS**

In die geval van winkels en kantore, mag die hoeveelhede onder items 1, 8, 9, 10, 14, 15, 17 en 18 halveer word.

**Item 1:** Wondreiniger/ontsmettingsmiddel (100 ml).

**Item 2:** Deppers vir reiniging van wonde.

**Item 3:** Watte vir kussinkies (100 g).

**Item 4:** Steriele gaassroke (minimum hoeveelheid 10).

**Item 5:** 1 Pinset (vir splinters).

**Item 6:** 1 Skêr (minimum grootte 100 mm).

**Item 7:** 1 Stel haakspelde.

**Item 8:** 4 Driehoekverbande.

**Item 9:** 4 Rolverbande (75 mm × 5 m).

**Item 10:** 4 Rolverbande (100 mm × 5 m).

**Item 11:** 1 Rol hegpleister (25 mm × 3 m).

**Item 12:** 1 Nie-allergiese kleefstrok (25 mm × 3 m).

**Item 13:** 1 Pakkie kleefverbandstrokies (minimum hoeveelheid 10 verschillende groottes).

**Item 14:** 4 Eerstehulpverbande (75 mm × 100 mm).

**Item 15:** 4 Eerstehulpverbande (150 mm × 200 mm).

**Item 16:** 2 Reguit spalke.

**Item 17:** 2 Paar groot en 2 paar medium wegdoenbare latexhandskoene.

**Item 18:** 2 KPR-mondstukke of soortgelyke toestelle.

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**ANNEXURE**

**Regulasi 3**

**MINIMUM CONTENTS OF A FIRST AID BOX**

In the case of shops and offices, the quantities stated under items 1, 8, 9, 10, 14, 15, 17 and 18 may be reduced by half.

**Item 1:** Wound cleaner/antiseptic (100 ml).

**Item 2:** Swabs for cleaning wounds.

**Item 3:** Cotton wool for padding (100 g).

**Item 4:** Sterile gauze (minimum quantity 10).

**Item 5:** 1 Pair of forceps (for splinters).

**Item 6:** 1 Pair of scissors (minimum size 100 mm).

**Item 7:** 1 Set of safety pins.

**Item 8:** 4 Triangular bandages.

**Item 9:** 4 Roller bandages (75 mm × 5 m).

**Item 10:** 4 Roller bandages (100 mm × 5 m).

**Item 11:** 1 Roll of elastic adhesive (25 mm × 3 m).

**Item 12:** 1 Non-allergenic adhesive strip (25 mm × 3 m).

**Item 13:** 1 Packet of adhesive dressing strips (minimum quantity, 10 assorted sizes).

**Item 14:** 4 First aid dressings (75 mm × 100 mm).

**Item 15:** 4 First aid dressings (150 mm × 200 mm).

**Item 16:** 2 Straight splints.

**Item 17:** 2 Pairs large and 2 pairs medium disposable latex gloves.

**Item 18:** 2 CPR mouth pieces or similar devices.
hierdie kennisgewing vermeld, met ingang van
die tweede Maandag na die datum van publikasie
tiek van hierdie kennisgewing en vir die tydperk
wat op 30 April 1993 eindig, bindend is vir die
werkgewersorganisasie en die vakvereniging
wat die ooreenkoms aangegaan het en vir die
werkgewers en werknemers wat lede van geno
eoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet,
dat die bepaling van die genoemde Ooreenkom,
uitsonderd dié vervat in klausules 1 (1)
2 en 3 van die tweede Maandag na die
datum van publikasie van hierdie kennisgewing
en vir die tydperk wat op 30 April 1993 eindig,
bindend is vir alle ander werkgewers en werknemers
die genoem in paragraaf (a) van hier
die kennisgewing wat betrokke is of in diens is
in genoemde Onderneming, Nywerheid, Bedryf
of Beroep in die gebiede in klausule 1 van die
genomde Ooreenkoms gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannekrak.

BYLAE

NYWERHEIDSRAAD VIR DIE KLASERIENNYWERHEID,
ORANJE-VRYSTAAT EN NOORD-KAAPLAND: MEDIESE
HULPVERENIGING

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit
deur en aangegaan tussen die
Orange Free State and Northern Cape Clothing
Manufacturers' Association

(hierdie "werkgewers" of "werkgewersorganisasie"
genoom), aan die een kant, en die

South African Clothing and Textile Workers' Union

(hierdie "werknemers"; of "vakverenigings" genoem),
an die ander kant,
wat die partye is by die Nywerheidsraad vir die Klaseryn
werheid, Oranje-Vrystaat en Norden-Kaapland.

1. KLOUSULE 1—TOEPASSINGSBESTEK VAN
OOREENKOMS

(1) Hierdie Ooreenkoms moet in die landrykstruk
Kimberley nagekom word deur alle werkgewers wat lede van
die werkgewersorganisasie is en wat by die Klaserynwer
werheid betrokke is en deur alle werknemers wat lede van die
die werkgewer werken is en in die Nywerheid werkzaam is.

(2) Onsanks subklausule (1), is hierdie Ooreenkoms slegs
van toepassing op werknemers vir wie lere in die Houtooor
enkoms voorgestryfd word.

2. GELDIGHEIDSDDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die
Minister van Mannekrak kragtens artikel 48 (1) van die Wet
vaststel, en bly van krag vir die tydperk eindigende 30 April
1993 of vir die tydperk wat by bepaal.

heading to this notice, shall be binding, with
effect from the second Monday after the date of
publication of this notice and for the period
ending 30 April 1993, upon the employers' organ-
isation and the trade union which entered into
the Agreement and upon the employers and
employees who are members of the said organis-
ation or union; and

(b) in terms of section 48 (1) (b) of the said Act,
declare that the provisions of the said Agree-
ment, excluding those contained in clauses 1 (1)
and 2 shall be binding, with effect from the
second Monday after the date of publication of
this notice and for the period ending 30 April
1993, 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY,
ORANGE FREE STATE AND NORTHERN CAPE:
MEDICAL BENEFIT SOCIETY

AGREEMENT

in terms of the Industrial Conciliation Act, 1958, made and
entered into by and between the
Orange Free State and Northern Cape Clothing
Manufacturers' Association

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

South African Clothing and Textile Workers' Union

(hereinafter referred to as the "employees" or the "trade
unions"), of the other part,
being parties to the Industrial Council for the Clothing Indus-
try, Orange Free State and Northern Cape,

1. CLAUSE 1—SCOPE OF APPLICATION OF
AGREEMENT

(1) The terms of this Agreement shall be observed in the
Magisterial District of Kimberley by all employers who are
members of the employers' organisation and who are
engaged in the Clothing Industry and by all employees who
are members of the trade unions and employed in that
industry.

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

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 (1) of
the Act and shall remain in force for the period ending 30
April 1993 or for such period as may be determined by him.
3. ALGEMENE BEPALINGS


4. KLOUSULE 8—BYSTAND

(1) In subklosule (2) voeg die uitdrukking "(a)" na die uitdrukking "(2)" in.

(2) In subklosule (2) (a) vervang die uitdrukings "R27,50", "R55,00" en "R82,50" deur die uitdrukings "R200,00", "R120,00" en "R150,00" onderskiedelik.

(3) In subklosule (2) (b) voeg die volgende paragrawe (c) en (d) in:

"(b) 'n Lid word toegelaat om 'n maksimum van 8 besoeke in 'n kalenderjaarkringloop te bring aan 'n mediese praktisyn wat deur die Vereniging aangestel is en 'n kliniekauster. Vir 'n lid in die eerste 3 jaar van lidmaatskap begin die kringloop op sy aanvangsdatum;

(c) 'n Lid betaal 'n R3,00-kontulatieheffing vir elke besoek aan die dokter."

Namens die partye, op hede die 25ste dag van November 1991 te Johannesburg onderteken.

A. LAIRD SMITH,
Voorsitter van die Raad.

N. RATSHIDI,
Lid van die Raad.

H. BROOKSTEIN,
Adjunk Sekretaris van die Raad.

No. R. 2248
7 Augustus 1992

WET OP ARBEIDSVERHOLDING, 1956

JUWERLIERSWARE- EN EDELMETAALNHYPERHEID, KAAP: WYSIGING VAN HOOFOOOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunktminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhouding, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsoor- eenkoms genoem) wat in die Bylhevi verskyn en betrekking het op die Ondermenging, Nywerheid, Bedryf of Beroep in die opsks 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 1992 eindig, bindend is vir die werkgewersorganisasie en die werkgever wat die Wysigingsoorenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsoorenkoms, uitgesonder die vervat in klosules 1 (1) (a), 2 en 3 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1992 eindig, bindend is vir die werkgewersorganisasie en die werkgever wat die Wysigingsoorenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

3. GENERAL PROVISIONS


4. CLAUSE 8—BENEFITS

(1) In subclause (2) insert the expression "(a)" after the expression "(2)".

(2) In subclause (2) (a) substitute the expressions "R100.00", "R120.00" and "R150.00" for the expressions "R27,50", "R55,00" and "R82,50", respectively.

(3) In subclause (2) insert the following paragraphs (b) and (c):

"(b) Members shall be allowed a maximum of 8 visits in a calendar year cycle to a medical practitioner appointed by the Society and to a clinic sister. For members in their first 3 years of membership, the cycle shall commence on their starting date.

(c) Members shall pay a R3,00 consultation levy to the doctor per visit."

Signed at Johannesburg, on behalf of the parties, this 25th day of November 1991.

A. LAIRD SMITH,
Chairman of the Council.

N. RATSHIDI,
Member of the Council.

H. BROOKSTEIN,
Deputy Secretary of the Council.

No. R. 2248
7 Augustus 1992

LABOUR RELATIONS ACT, 1956

JEWELLERY AND PRECIOUS METAL INDUSTRY, CAPE: AMENDMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 December 1992, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1992, upon all employers and
1992 eindig, bindend is vir alle ander werkgewers en werknemers as die genoem in paragraaf (a) van hierdie kennisgewing wat betrekking is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in Klaasse 1 van die Wysigingsoorlewing gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannaekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE JUWELIERS-WARE- EN EDELMETAALNYWERHEID (KAAP)

OORENKOMS

ooroenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die Cape Jewellery Manufacturer's Association (hierdie die "werkgewers" of die "werkgewersorganisasie" genoem).

Jewellers' and Goldsmiths' Union (hierdie die "werknemers" of die "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Juweliersware- en Edelmetaalnywerheid (Kaap),


1. TOEPASSINGSBESTEK VAN OORENKOMS

(1) Hierdie Oorenkomst moet in die Juweliersware- en Edelmetaalnywerheid (Kaap) neegom word—

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


(2) Ondanks subklausule (1) is hierdie Oorenkomst van toepassing—

(a) slegs op werknemers vir wie lone in hierdie Oorenkomst voorgeskryf word en op die werkgewers van sodanige werknemers;

(b) op vakkerlinge vir sover dit onbestaanbaar is met die Wet op Mannaekragopleiding, 1981, van met 'n kontrak wat daarkragtens aangegaan of 'n voorwaarde wat daarkragtens gestel is nie.

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.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND Precious METAL INDUSTRY (CAPE)

AGREEMENT


1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Jewellery and Precious Metal Industry Cape—

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

(b) in the Magisterial District of The Cape, excluding those portions which prior to 24 October 1985 and 9 March 1973 (Government Notices 1559 of 24 October 1958 and 173 of 9 February 1973), fell within the Magisterial District of Wynberg, but including those portions of the Magisterial District of Goodwood which, prior to 3 October 1975 and 12 December 1980 (Government Notices Nos. 1882 of 3 October 1975 and 2536 of 12 December 1980), fell within the Magisterial District of the Cape.

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

(a) apply only to employees for whom wages are prescribed in this Agreement, and to the employers of such employees;

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any condition fixed thereunder.
2. KLOUSEULE 20: LEDEGELD VAN VAKVERENIGING

Vervang klosule 20 deur die volgende:

"KLOUSEULE 20: LEDEGELD VAN VAKVERENIGING

(1) Welke werkgever moet van die werkloon of maandef-
likse salaris van elke werknemer die bedrag van die ledegeld
wat deur sodanige werknemer aan die vakvereniging betaal-
baar is, aftrek en die bedrag aldus afgetrek maand vir maand
aan die Sekretaris van die Wyvernsheidsraad vir die Juwellers-
en Edelmetalleenhuwelik (Kaap), Postbus 1536, Kaapstad,
8000, stuur en wel voor of op die 15de dag van die daarop-
volgende maand. Die Sekretaris van die Raad moet die bedrag
wat aldus ontvang word, daarna aan die Sekretaris
van die Jewellers' and Goldsmiths' Union stuur.

(2) (a) Indien die Raad 'n bedrag wat ingevolge hierdie klos-
sole verskuldig is, nie ontvang teen die 15de dag van die
maand wat volg op die maand ten opsigte waarvan dit betaal-
baar is, is die werkgever onverwyd aanspreeklik vir en
moet hy rente betaal op sodanige bedrag of op sodanige
minderde bedrag as wat nog nie betaal is nie, teen die rente-
koers voorgestreef by die Wet op die Voorskerwe Rente-
koers, Wet No. 55 van 1975, bereken vanaf sodanige 15de
dag tot die dag waarop die belasting werkklik deur die Raad
ontvang word: Met dien verstande dat die Raad na sy uitsluit-
like goeddunke belasting van sodanige rente of 'n gedeelte
daarvan in 'n individuele geval kan kwetskend.

(2) Ingeval die Raad kos moet aangaan of verplig word
om invorderingskommissie te betaal virwaar die werkgever
se versuim na voor of op die vervaldatum te betaal, is die
werkgever dan ook daarvoor aanspreeklik om onverwyd al
sodanige kos van watter aard ook al soos tussen prokuraat
en klient en al sodanige invorderingskommissie te betaal en
dan die Raad na sy uitsluitlike goeddunke enige belasting deur
die werkgever aanwend eerstens ter vereffening van sodan-
ge kos, invorderingskommissie en rente en daarna ter
verneming van die agterstallige kapitaalbedrag.".

3. KLOUSEULE 21: LEDEGELD VAN WERKGWERGS-
ORGANISASIE

Vervang klosule 21 deur die volgende:

"KLOUSEULE 21: LEDEGELD VAN WERKGWERGS-
ORGANISASIE

(1) Die ledegeld wat deur 'n lid aan die Cape Jewellery
Manufacturers' Association betaalbaar is, moet maand vir
maand en wel voor of op die 15de dag van die daaropvol-
gende maand aan die Sekretaris van die Raad gestuur word
saam met 'n staat wat die volgende meld:

(a) Die naam en adres van die werkgever;
(b) die tydperk waarop die bedrag betrekking het.

Die Sekretaris van die Raad moet die bedrag wat aldus
ontvang word, daarna aan die Sekretaris van die Cape
Jewellery Manufacturers' Association stuur.

(2) (a) Indien die Raad 'n bedrag wat ingevolge hierdie klos-
sole verskuldig is, nie ontvang teen die 15de dag van die
maand wat volg op die maand ten opsigte waarvan dit betaal-
baar is nie, is die werkgever onverwyd aanspreeklik vir en
moet hy rente betaal op sodanige bedrag of op sodanige
minderde bedrag as wat nog nie betaal is nie, teen die rente-
koers voorgestreef by die Wet op die Voorskerwe Rente-
koers, Wet No. 55 van 1975, bereken vanaf sodanige 15de
dag tot die dag waarop die belasting werkklik deur die Raad
like goeddunke betaling van sodanige rente of 'n gedeelte
daarvan in 'n individuele geval kan kwetskend.

2. CLAUSE 20: TRADE UNION SUBSCRIPTIONS

Substitute the following for clause 20:

"CLAUSE 20: TRADE UNION SUBSCRIPTIONS

(1) Every employer shall deduct from the weekly wages or
monthly salaries of each employee the amount of subscrip-
tion payable by such employee to the trade union and shall
forward the amount so deducted to the Secretary of the
Industrial Council for the Jewellery and Precious Metal
Industry (Cape), P.O. Box 1536, Cape Town, 8000, month
by month and not later than the 10th day of the following month.
The amount so received shall thereafter be transmitted by
the Secretary of the Council to the Secretary of the Jewellers'
and Goldsmiths' Union.

(2) (a) Should any amount due in terms of this clause not
be received by the Council by the 15th day of the month
following the month in respect of which it is payable the
employer shall forthwith be liable for and be required to pay
interest on such amount or on such lesser amount as
remains unpaid at the rate prescribed by the Prescribed Rate
of Interest Act, Act No. 55 of 1975, calculated from such 15th
day until the day upon which payment is actually received by
the Council: Provided that the Council shall be entitled in its
absolute discretion to waive payment of such interest or part
thereof in any individual instance.

(2) In the event of the Council incurring any costs or
becoming obliged to pay any collection commission by rea-
son of the failure of the employer to make any payment on or
before the due date the employer shall then also be liable
forthwith to pay all such costs of whatever nature as between
attorney and client and all such collection commission, and
the Council shall be entitled in its absolute discretion to allo-
cate any payment by the employer first in satisfaction of such
costs, collection commission and interest and thereafter in
reduction of the overdue capital amount.".

3. CLAUSE 21: EMPLOYER ASSOCIATION'S
SUBSCRIPTIONS

Substitute the following for clause 21:

"CLAUSE 21: EMPLOYER ASSOCIATION'S
SUBSCRIPTIONS

(1) The subscription payable by a member to the Cape
Jewellery Manufacturers' Association shall be forwarded to
the Secretary of the Council month by month and not later
than the 10th day of the following month, together with a
statement showing—

(a) the name and address of the employer; and
(b) the period to which the amount relates.

The amount so received shall thereafter be transmitted by
the Secretary of the Council to the Secretary of the Cape
Jewellery Manufacturers' Association.

(2) (a) Should any amount due in terms of this clause not
be received by the Council by the 15th day of the month
following the month in respect of which it is payable the
employer shall forthwith be liable for and be required to pay
interest on such amount or on such lesser amount as
remains unpaid at the rate prescribed by the Prescribed Rate
of Interest Act, Act No. 55 of 1975, calculated from such 15th
day until the day upon which payment is actually received by
the Council: Provided that the Council shall be entitled in its
absolute discretion to waive payment of such interest or part
thereof in any individual instance."
(b) Ingeval die Raad koste moet aangaan of verplig word om invoeringskommissie te betaal vanweë die werkgever se versuim om voor of op die vervaldatum te betaal, is die werkgever dan ook daarvoor aanspraklik om onverwyd al sodanige koste van watter aard ook al soos tussen prokureur en kliënt en al sodanige invoeringskommissie te betaal en kan die Raad na sy uitsluitlike enige betaaling deur die werkgever aanwend eerstens ter vereffening van sodanige koste, invoeringskommissie en rente en daarna ter vermindering van die agterstalige kapitaalbedrag."

4. KLOUSULE 31: FONDSE VAN DIE RAAD

Voe die volgende subklausule (7) in na subklausule (6):

"(7) (a) Indien die Raad 'n bedrag wat ingevoeg hierdie klausule verskuldig is, nie ontvang teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, is die werkgever onverwyd aanspraklik vir en moet hy rente betaal op sodanige bedrag van op sodanige minde bedrag as wat nog nie betaal is nie, teen die rentekoers voorgestel deur die Wet op die Voorgeskrewe Rente-koers, Wet No. 55 van 1975, bereken vanaf sodanige 15de dag to die dag waarop die betaalwrik deur die Raad ontvang word: Met dien verstande dat die Raad na sy uitsluitlike enige betaalwrik van sodanige rente of 'n gedeelde daarvan in 'n individuele geval kan kwytveld.

(b) Ingeval die Raad koste moet aangaan of verplig word om invoeringskommissie te betaal vanweé die werkgever se versuim om voor of op die vervaldatum te betaal, is die werkgever dan ook daarvoor aanspraklik om onverwyd al sodanige koste van watter aard ook al soos tussen prokureur en kliënt en al sodanige invoeringskommissie te betaal en kan die Raad na sy uitsluitlike enige betaalwrik van sodanige rente of 'n gedeelde daarvan in 'n individuele geval kan kwytveld.

5. KLOUSULE 37: PENSIEOFONDS

Voe die volgende subklausule (9) in na subklausule (8):

"(9) (a) Indien die Raad 'n bedrag wat ingevoeg hierdie klausule verskuldig is, nie ontvang teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, is die werkgever onverwyd aanspraklik vir en moet hy rente betaal op sodanige bedrag van op sodanige minde bedrag as wat nog nie betaal is nie, teen die rentekoers voorgestel deur die Wet op die Voorgeskrewe Rente-koers, Wet No. 55 van 1975, bereken vanaf sodanige 15de dag to die dag waarop die betaalwrik deur die Raad ontvang word: Met dien verstande dat die Raad na sy uitsluitlike enige betaalwrik van sodanige rente of 'n gedeelde daarvan in 'n individuele geval kan kwytveld.

(b) Ingeval dien verstande dat die Raad na sy uitsluitlike enige betaalwrik van sodanige rente of 'n gedeelde daarvan in 'n individuele geval kan kwytveld.


M. LEVIN,
Voorraatter.

J. DAVIDS,
Onder-voorsitter.

Mej. K. A. MARTIN,
Sekretaris.

(b) In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date the employer shall then also be liable forthwith to pay all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer first in satisfaction of such costs, collection commission and interest and thereafter in reduction of the overdue capital amount.".

4. CLAUSE 31: COUNCIL FUNDS

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

"(7) (a) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, Act No. 55 of 1975, calculated from such 15th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

(b) In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date the employer shall then also be liable forthwith to pay all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer first in satisfaction of such costs, collection commission and interest and thereafter in reduction of the overdue capital amount.".

5. CLAUSE 37: PENSION FUND

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

"(9) (a) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, Act No. 55 of 1975, calculated from such 15th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

(b) In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date the employer shall then also be liable forthwith to pay all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer first in satisfaction of such costs, collection commission and interest and thereafter in reduction of the overdue capital amount.".

Signed at Cape Town this 12th day of March 1992.

M. LEVIN,
Chairman.

J. DAVIDS,
Vice-Chairman.

Ms K. A. MARTIN,
Secretary.
WET OP ARBEIDSVERHOUINGE, 1956

ELEKTROTEGNIESE NYWERHEID, NATAL: WYSIGING VAN SIEKTEBYSTANDSFONDSOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunktminister van Mannekrag, verklaar by—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhouinge, 1956, dat die bepaling van die Ooreenkoms (hierna die Wysigingsoor-
kenoms genoem) wat in die Bylae hiervan verskyn en betrekking he het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by
hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk
wat op 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsoorenkoms aangegaan het en
vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepaling van die Wysigingsoorenkoms, uitgesonder dit vervat in klausules 1 (1)
(a) en 2 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993
eindig, bindend is vir alle ander werkgewers en werknemers as die 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 klausule 1 van die Wysigingsoorenkoms gpesifiseer.

G. M. E. CARELSE,
Adjunktminister van Mannekrag.

BYLÄE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIESE NYWERHEID (NATAL)
SIEKTEBYSTANDSFONDS
OREENKOMS

oreenkomstig die Wet op Arbeidsverhouinge, 1956, gosuit deur en aangegaan tussen die

Electrical Contractors' Association (South Africa)
(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

South African Electrical Workers' Association
en die

Metal and Electrical Workers' Union of South Africa
(hierna die "warknemers" of die "vakverenigings" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Elektrotegnienee Nywerheid (Natal),
im die Ooreenkoms gepubliseer by Goewermentskennis-
gewing No. R. 1658 van 19 Augustus 1988 (hierna die Her-
bekragingsooreenkoms genoem), soos verlang en gewys-
gig by Goewermentskennisgewings Nos. R. 1213 van 9 Junie
1989, R. 395 van 23 Februarie 1990, R. 1494 van 29 Junie
1990, R. 1873 van 10 Augustus 1990, R. 1231 van 30 Mei
21 Februarie 1992, te wysig.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)
SICK PAY FUND AGREEMENT

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

Electrical Contractor's Association (South Africa)
(hierna referred to as the "employers" or the "employers' organisation"), of the one part, and the

South African Electrical Workers' Association
and the

Metal and Electrical Workers' Union of South Africa
(hierna referred to as the "employees" of the "trade unions"), of the other part, being the parties to the Industrial Council for the Electrical Industry (Natal),

No. R. 2249 7 August 1992
LABOUR RELATIONS ACT, 1956

SICK PAY FUND AGREEMENT

I. Glen, Morris Edwin Carelse, Deputy 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 30 June 1993, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions;

(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) and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.
DEEL I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word deur werk-gewers en werknemers in die ElektrONEYDERVAL (Natal)—

(a) wat lede van onderskeidelik die werkgewersorganisasie en die vakomgewing is; en

(b) wat betrokke is by of in diens is deur die Vryheid (Natal) geneem in diens van die werkgewersorganisasie.

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

(a) werknemers in diens van die werkgewers in subklausule (1) bedoel wat, hoewel hulle ingevolge die geregistreerde bestek van 'n vakomgewing wat 'n party hierdie Ooreenkoms lede van so 'n vakomgewing kan word, nie lede van so 'n vakomgewing is nie;

(b) werknemers, uitgesonderde dié in diens van werkgewers in subklausule (1) bedoel.

2. SPEISALE BEPALINGS

Klausule 9 van Deel 1 van die Ooreenkoms gepubliseer deur die Gouwersmentskennisgewing No. 2827 van 30 Desember 1983, soos gewysig en herbekekrig deur die Gouwersmentskennisgewing Nos. R. 2481 van 16 November 1984, R. 992 van 23 Mei 1988 en R. 2099 van 26 September 1986 (hierna die "Vorige Ooreenkoms" genoem), soos van tyd tot tyd gewysig, herbekekrig en verleng/hernieu, is van toepassing op werkgewers en werknemers.

3. ALGEMENE BEPALINGS

Die bepalings van klausules 3 tot en met 8 en 10 tot en met 16 van Deel 1 van die Vorige Ooreenkoms, soos van tyd tot tyd gewysig, herbekekrig en verleng/hernieu, is van toepassing op werkgewers en werknemers.

4. KLOUSULE 13—EISE

In subklausule (2), vervang die syfer "30" deur die syfer "60."

Soos gemaglik, vir en namens die party deur die Raad, op hede die 3de dag van Maart 1992 te Durban onderteken.

B. CARR,
Voorsitter van die Raad.

T. EVANS,
Ondervoorsitter van die Raad.

L. A. DICKASON,
Sekretaris van die Raad.

PART I

1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) who are members of the employers' organisation and the trade unions, respectively; and

(b) who are engaged or employed in the Industry in the Province of Natal, excluding any portions of that area falling within the Self-governing Territory of KwaZulu.

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

(a) employees employed by the employers referred to in subclause (1) who, whilst being allowed in terms of the registered scope of a trade union which is a party to this Agreement to become members of such a trade union, are not members of such a trade union;

(b) employees other than those employed by employers referred to in subclause (1).

2. SPECIAL PROVISIONS


3. GENERAL PROVISIONS

The provisions contained in clauses 3 to 8, inclusive, and 10 to 16, inclusive, of Part I of the Former Agreement, as amended, re-enacted and extended/renewed from time to time, shall apply to employers and employees.

4. CLAUSE 13—CLAIMS

In subclause (2), substitute the figure "60" for the figure "30."

Signed at Durban, as authorised, for and on behalf of the parties, this 3rd day of March 1992.

B. CARR,
Chairman of Council.

T. EVANS,
Vice-Chairman of Council.

L. A. DICKASON,
Secretary of Council.

Werk mooi daarmee.
Ons leef daarvan.
water is kosbaar

Use it.
Don't abuse it.
water is for everybody
11 500 jobs to go as BP losses grow

LONDON. - British Petroleum had its darkest day for decades as it cut its dividend for the first time since World War I, reported a substantial first-half loss and said it was cutting 11 500 jobs.

The loss and redundancies were the result of a cost-cutting and asset sales programme, for which the company made an exceptional charge of £1 billion (£5.3 billion).

The charge transformed a second-quarter net profit of £107 million (£567 million) into an unprecedented £812 million (£503 million) net loss. The first-half loss was £717 million (£3.8 billion) compared with £424 million (£5 billion) profit in the 1991 period.

The second-quarter dividend was halved to 11p (1.1c). BP's shares fell 10p (38c) to 129p (R10.99) yesterday.

Ramaphosa warns of more mass action

The Argus Correspondent
DURBAN. - ANC secretary-general Mr Cyril Ramaphosa has warned that South Africa would face another lap of "rolling mass action" unless the government heeded the call for an interim government, constituent assembly and embarked on constructive steps to end violence.

Speaking during a visit to Empangeni, Mr Ramaphosa indicated that this week's mass action campaign, "which has successfully brought this country to a standstill", would be taken further unless demands were met.

He was reacting to President De Klerk's announcement on Wednesday that he was prepared to resume talks.

Addressing more than 70 000 ANC supporters who marched to the Union Buildings in Pretoria on Wednesday, Mr De Klerk said there was an urgent need for negotiations to be resumed.

"I am prepared to sit down tomorrow," he said.

However, Mr Ramaphosa threw the ball back into the government's court yesterday, saying that any new talks would depend on the government's response to ANC demands.

"We will talk to Mr De Klerk only when he is ready to give us our freedom," said Mr Ramaphosa.

Recent reports indicated that the government, the ANC and the IFP might meet under the auspices of the National Peace Commission to discuss violence.

Also speaking at Empangeni yesterday, the secretary-general of Cosatu, Mr Jay Naidoo, said organised labour would continue to support the ANC demands.

Expressing Cosatu support for continuing mass action, Mr Naidoo said that being voiceless, the black people had no other means to express political views.

SA Communist Party general-secretary Mr Chris Hani told cheering residents at Esikhawini that democratic elections would soon be held and they should mobilise numbers to ensure a democratic government.

Mr Hani and Mr Naidoo were accompanying Mr Ramaphosa on a fact-finding mission to investigate the killing of 11 people in Esikhawini on Sunday night.

Health strikers take over office

SHARON SOROUR, Labour Reporter
ABOUT 60 striking members of the Health Workers' Union occupied the manager's office at the hospital central laundry in Pinelands today.

The strikers occupied the Cape Provincial Administration premises at 8am, according to union shop steward Mr Isaac Ngane. Police monitored proceedings.

Mr Ngane said they were demanding that management open the staff tea room to allow the strikers to hold a meeting.

About 80 of the workforce of 369 have been on strike at the laundry for about seven weeks.

Mr Ngane said management locked the tea room because they said it had been damaged by the strikers.

"This is not true. We asked the manager to show us what damage had been caused, but he refused," said Mr Ngane.

At 10am the group was still in the manager's office, singing and chanting, while police, management and union officials negotiated.

Police vehicles were on the premises but the atmosphere was calm.

Non-strikers and workers from other Cape Provincial Administration institutions carried on working. Mr Ngane said strikers would not interfere with non-strikers.

About 20 singing and chanting strikers stood outside the building. They said they would occupy the office until their demands were met.

The Health Workers' Union is demanding permanent status for all workers, a R724 minimum monthly wage and a 15.5 per cent increase.

The manager refused to comment.

End of road for chauffeur

NICE. - Police have arrested the chauffeur of a Franco-Lebanese millionaire on charges of stealing four paintings by Matisse, Degas and Modigliani and his employer's French Riviera home. Together valued at R100 million, they were snatched a week ago. - Sapa-Reuters.
R150-m wage deal

By Ike Motlaphe

WAGE AGREEMENTS covering 107 000 workers in the clothing industry have been reached between employers and the South African Clothing and Textile Workers' Union.

Assistant general secretary of Sactwu Mr Ebrahim Patel said the agreement, worth about R150 million, would last for 12 months. It covers improvements on wages, provident funds, sick funds, annual bonuses and the setting up of short-term funds in some regions.

He said the package included increases measured on the existing wage rate of the sewing machinists category. This category consists of 60 percent of the workforce.

These wage hikes varied between 14 and 15 percent.

He said: "Employers further agreed to meet with Sactwu in October this year to consider other proposals made by the union."

These are:
1. National centralised bargaining;
2. A national productivity council;
3. Wage parity;
4. A merit-based wage incentive;
5. A national procedural agreement on grievances, discipline and retrenchments and;
6. Job grading in the clothing industry.

Meanwhile, the Steel and Engineering Industries Federation of South Africa is planning to appeal against the dismissal in the Pretoria Supreme Court last Friday of its application for an interdict declaring the national strike by members of the National Union of Metalworkers of South Africa illegal.

The application, on the grounds of strike ballot irregularities, was dismissed on the basis that Scifa and its associations had no legal standing to bring the action on behalf of individual employers.

About 135 000 Numsa members in the three industries are affected by the strike.

About 113 000 are in the engineering, 17 000 in the motor assembly and 5 000 in the tyre and rubber industry.
Agreement may stabilise ailing clothing sector

AN HISTORIC agreement signed in Cape Town this week after three months of "extremely tough" negotiations between clothing manufacturers and a trade union, is expected to bring stability to the hard-pressed industry.

Spokesmen for both sides said after signing that the agreement, the first country-wide industrial agreement in South Africa, was fair.

It was signed by the South African Clothing and Textile Workers' Union (Sactwu), the Cape, Natal, Transvaal and Eastern Province Clothing Manufacturers' Associations, the Cape Knitting Industry Association and the Garment Manufacturers' Association under the aegis of the Clothing Industrial Council, which gives it sanction and force of law by publication.

Some of its terms are:
- Wage increases of R22 per week and R23 in Natal
- Cover for dependents of members through medical aid facilities
- New protection for workers against dismissals which do not comply with the Labour Relations Act.

The agreement also contains peace clauses and provision for the parties to meet again in October to discuss key issues for the long-term future of the industry.

Among these are national centralised bargaining, a national productivity council, wage parity, a multi-skill wage incentive, a national grievance procedure, discipline and retrenchment and job grading.

The union's assistant general secretary, Mr Ebrahim Patel, said at the signing that the bargaining had been done against the background of a "very harsh" economic climate.

The union had sought maximum improvements in its members' working conditions and had tried to help create a viable industry with the capacity to employ people and provide long-term stability.

Exciting

He said the union had changed in the past five years - it no longer existed only to bargain with employers on pay and conditions.

"We have a vision," Mr Patel said - which included the view that organised labour had a right to influence society and could and should strive for democracy.

Mr Patel said it was "very exciting" that employer associations were beginning to develop the same vision.

If business and labour could progress to this point in South Africa it could happen in other spheres, including the political sphere.

The chairman of the Cape Clothing Manufacturers' Association, Mr Simon Jecum, said a fair agreement had been reached but the industry was not yet out of the woods.

"Work stoppages, layoffs and mass demotions added tremendously to costs which had to be absorbed and nearly brought our industry to its knees," he said.

Retrench

The industry now had to consolidate and control costs and both employers and employees had to get on with the job to make good quality clothing at the right prices and deliver on time.

"Hopefully the coming year will see the unions and ourselves engaged in creating job opportunities and increasing productivity through co-operation and consultation," Mr Patrick Boers, chairman of the Garment Manufacturers' Association, said the industry faced the worst recession in 20 years. In six months 6 000 workers had been retrenched.

"The writing is on wall unless all parties play a positive role," he said.

Manufacturers were being squeezed, retailers wanted unreasonable mark-ups and the high expectations of the workforce could not always be met.

Sactwu had to play a role in addressing the issue of higher productivity.

"South Africa desperately needs to create employment," Mr Boers said.

By EVE VOSLOO
Furniture workers out

ABOUT 4,000 members of the South African Commercial, Catering and Allied Workers' Union at Labura and Melody's furniture came out on strike this week. Workers are demanding R130 across the board increase, minimum wage of R1,200, interest-free housing loans and education assistance. The company is offering workers R150 across the board and a R1,050 minimum wage. Sactawu is now pressing Amred, the parent company, to intervene in the dispute.
MOTOR manufacturers and Numsa are likely to sign soon an innovative agreement on job security — to replace last year’s moratorium on retrenchments in the industry — as part of this year’s settlement on wages and conditions.

Numsa and motor manufacturers will be meeting again tomorrow to try to finalise the agreement.

The plan is to set up a work security fund to support and retrain laid-off workers. Employers will contribute 10c an hour per worker. Other sources of funding — including assistance for training from the Unemployment Insurance Fund and national training boards — will also be pursued.

Retrenched workers will have the option of entering the fund on full pay for 15 working days. In this period they will receive individual counselling and information on matters such as employment possibilities, training requirements and financial problems. They can then enter the training activities of the fund for 12 weeks, again on full pay. Training will be appropriate to the industry and the needs of the worker.

Participants in the fund will have preference for re-employment in the industry. If re-employed, they will have all periods of continuous service in the industry recognised for benefits.

Other proposals are that employers finance full-time training in industrial or production engineering for union-nominated workers; a minimum industry wage of R6.00 an hour; and severance pay ranging from 20 days (less than two years’ service) to 120 days (10 years or more).

Agreement has been reached on a moratorium on retrenchments in the tyre industry after a week-long strike by workers at Tycon, Firestone and Gentyre, says Num-

sa’s Les Ketteldas. The minimum industry wage is up by 20.5% to R5.50 an hour.

© See Page 3
6. KLOUSULE 39 VAN DIE VORIGE OOREENKOMS: NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNY- WERDIE

Vervang subklousule (2) (deur die volgende:

“(2) Elke werkgewer moet 'n bedrag van 45c per week tot die Nasionale Ontwikkelingsfonds bydra vir elkeen van sy werknemers vir wie lone in hierdie Ooreenkomst voorgeskryf word.”

7. KLOUSULE 45 VAN DIE VORIGE OOREENKOMS:

LEDEGELEDE: BOU-INDUSTRIËFFEDERASIE (SUID- AFRIKA)

In subklousule (1) vervang die uitdrukking “15c” deur die uitdrukking “30c”.

Namens die partye op hede die 6de dag van Februarie 1992 te Kimberley onderteken.

V. N. SMAILES.
A. R. HERMANUS.

P. R. SERFONTEIN.

No. R. 2355 21 Augustus 1992
WET OP ARBEIDSVERHOUDINGE, 1956

KLERSIENNYWERDIE, KAAP: HERNIUING VAN OOREENKOMS VIR DIE PLATTELANDSE GEBIEDE


D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 2356 21 Augustus 1992
WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIESIE NYWERDIE, NATAL: WYSIGING VAN OOREENKOMS VIR DIE ELEKTROTEG- NIESIE AANEMINGSEKSIE

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepaling van die Ooreenkomst (hierna die Wysigingsoor- eenkomst genoem) wat in die Bylre hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die oeksoit by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig.

D. VAN DER WALT,
Director: Labour Relations.

No. R. 2356 21 Augustus 1992
LABOUR RELATIONS ACT, 1956

ELEKTRONICS INDUSTRY, NATAL: AMENDMENT OF AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION

I, Glen Morris Edwin Carelse, Deputy 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 hereeto 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
wal op 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsoorleekoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsoorleekoms, uitgesond vervat in kloosule 1 (1) (a) en (2), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisge- wing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir alle ander werkgewers en werknemers as die 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 kloosule 1 van die Wysigingsoorleekoms gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

BYLAE
NYWERHEIDSSRAAD VIR DIE ELEKTROTEGNIESE NYWERHEID (NATAL)
ELEKTROTEGNIESE AANNEMINGSEKSIJE
OOREENKOMS
ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gelsuit deur en aangegaan tussen die
Electrical Contractors' Association (South Africa)
(hierna die "werkewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die
South African Electrical Workers' Association
en die
Metal and Electrical Workers' Union of South Africa
(hierna die "wetinmemers" of die "vakverenigings" genoem), aan die ander kant,
wat die party is by die Nywerheidsraad vir die Elektroteg- niese Nywerheid (Natal).


DEEL I
ALGEMENE VOORWAARDIES VAN TOEPASSING OP HIERDIE HELE OOREENKOMS
1. TOEPASSINGSBESTEK
(1) Hierdie Ooreenkomst moet nagekom word deur werkgewers en werknemers in die Elektrotegniese Nywerheid—
(a) wat lede van onderskeidelik die werkgewersorganisasie en die vakverenigings is; en
(b) wat betrokke is by of in diens is in die Nywerheid in die provinsie Natal, uitgesond enige gedeeltes van daardie gebied wat binne die selfregenerende gebied KwaZulu val.

period ending 30 June 1993 upon the employers organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and
(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 2 shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE
INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)
ELECTRICAL CONTRACTING SECTION
AGREEMENT
in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the
Electrical Contractors' Association (South Africa)
(hereinafter referred to as the "employers" or the "employers organisation"), of the one part, and the
South African Electrical Workers' Association
and the
Metal and Electrical Workers' Union of South Africa
(hereinafter referred to as the "employees" or "trade unions"), of the other part,
being the parties to the Industrial Council for the Electrical Industry (Natal).


PART I
GENERAL CONDITIONS APPLICABLE THROUGHOUT THIS AGREEMENT
1. SCOPE OF APPLICATION
(1) The terms of this Agreement shall be observed by employers and employees in the Electrical Industry—
(a) who are members of the employers' organisation and the trade unions, respectively; and
(b) who are engaged or employed in the industry in the province of Natal, excluding any portions of that area falling within the self-governing territory of KwaZulu.
2. SPEIALE BEPALINGS

Vervang klousule 3 van die Herbekragtigingsoorloosens deur die volgende:

"3. SPEIALE BEPALINGS


3. ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtigingsoorloosens deur die volgende:

"4. ALGEMENE BEPALINGS

Die bepalings vervat in klousules 3 tot 8 (2) (a) (vii), 8 (2) (b) tot 17, 19 tot 32, 37 (1) en (2) en 38 tot 41 van Deel 1 en klousules 1 tot 7 van Deel II (soos gewysig by klousule 4 hieronder) van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers.

DEEL II

4. KLOUSULE 2: UITGAWE VAN DIE RAAD

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

```
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<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loongroep of werknemersklas</td>
<td>Werknemers-</td>
<td>Werkgewers-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>bydrae</td>
<td>bydrae</td>
<td></td>
</tr>
<tr>
<td>Meester-elektrisien</td>
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<td></td>
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<tr>
<td>Werklikkundige vir huishoudelike toestelle</td>
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<td>65</td>
<td></td>
</tr>
<tr>
<td>Elektrisien en ambagsman</td>
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<td>60</td>
<td></td>
</tr>
<tr>
<td>Elkopon 3</td>
<td>35</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Elkopon 4</td>
<td>35</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Elkopon 5</td>
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<td></td>
</tr>
<tr>
<td>Hersteller vir huishoudelike toe-</td>
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<td>35</td>
<td></td>
</tr>
<tr>
<td>stelle</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Drywer</td>
<td>35</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Vaklearing</td>
<td>35</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Arbeider</td>
<td>25</td>
<td>25</td>
<td></td>
</tr>
</tbody>
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```

(2) In subklousule (4), vervang die uitdrukking "R15" deur die uitdrukking "R20" waar dit ook al voorkom.

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

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

2. SPECIAL PROVISIONS

Substitute the following for clause 3 of the Re-enacting Agreement:

"3. SPECIAL PROVISIONS


3. GENERAL PROVISIONS

Substitute the following for clause 4 of the Re-enacting Agreement:

"4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 8 (2) (a) (vii), 8 (2) (b) to 17, 19 to 32, 37 (1) and (2) and 38 to 41 of Part I and clauses 1 to 7 of Part II (as amended by clause 4 hereunder) of the Former Agreement shall apply to employers and employees.

PART II

4. CLAUSE 2: EXPENSES OF THE COUNCIL

(1) In subclause (1) substitute the following for the existing table:

```
<table>
<thead>
<tr>
<th>Wage group or class of employee</th>
<th>&quot;A&quot;</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cents per week</td>
<td>Cents per week</td>
<td></td>
</tr>
<tr>
<td>Master Electrician</td>
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<td>80</td>
<td></td>
</tr>
<tr>
<td>Domestic Appliance Mechanic</td>
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<td>65</td>
<td></td>
</tr>
<tr>
<td>Electrician and Artisan</td>
<td>65</td>
<td>65</td>
<td></td>
</tr>
<tr>
<td>Elkopon 3</td>
<td>50</td>
<td>50</td>
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</tr>
<tr>
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</tr>
<tr>
<td>Elkopon 5</td>
<td>35</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Domestic appliance repairer</td>
<td>35</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Driver</td>
<td>35</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Apprentice</td>
<td>35</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Labourer</td>
<td>25</td>
<td>25</td>
<td></td>
</tr>
</tbody>
</table>
```

(2) In subclause (4) substitute the expression "R20" for the expression "R15" wherever it appears.
GOVERNMENT GAZETTE, 21 AUGUST 1992
No. 14229

Signed at Durban as authorised, for and on behalf of the parties to the Council, this 3rd day of March 1992.

B. CARR,
Chairman of Council.

T. EVANS,
Vice-Chairman of Council.

L. A. DICKASON,
Secretary of Council.

No. R. 2357
21 August 1992

LABOUR RELATIONS ACT, 1956
CORRECTION NOTICE

TEAROOM, RESTAURANT AND CATERING TRADE, PRETORIA: AMENDMENT OF MAIN AGREEMENT

The undermentioned corrections to Government Notice No. R. 1558 appearing in Government Gazette No. 14024 of 12 June 1992, is published herewith for general information:

1. In the Afrikaans text to the Schedule:
(a) 2. KLOUSULE 4: BESOLDIGING

Substitute the wage schedule in clause 4 with the following:

Nuwe maandelijkse lone

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<th>1 Maart 1993 en daarna</th>
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<tr>
<td></td>
<td>Maand</td>
<td>Week</td>
</tr>
<tr>
<td>Kroegman:</td>
<td>626</td>
<td>145</td>
</tr>
<tr>
<td>Gedwaryfseer:</td>
<td>390</td>
<td>90</td>
</tr>
<tr>
<td>Gedwaryf tweede jaar ondervinding:</td>
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<td>109</td>
</tr>
<tr>
<td>Gedwaryf derde jaar ondervinding:</td>
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<td>127</td>
</tr>
<tr>
<td>Kassier:</td>
<td>470</td>
<td>109</td>
</tr>
<tr>
<td>Gedwaryfseer:</td>
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<td>90</td>
</tr>
<tr>
<td>Bakker—Baketeleweransiers:</td>
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<td>139</td>
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</tr>
<tr>
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<td>115</td>
</tr>
<tr>
<td>Gedwaryfseer:</td>
<td>380</td>
<td>88</td>
</tr>
<tr>
<td>Toonbankbediener:</td>
<td>450</td>
<td>104</td>
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<tr>
<td>Gedwaryfseer:</td>
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<td>90</td>
</tr>
<tr>
<td>Toonbankbediener/Tafelbediende</td>
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<td>109</td>
</tr>
<tr>
<td>Kok:</td>
<td>515</td>
<td>119</td>
</tr>
</tbody>
</table>

Signed at Durban as authorised, for and on behalf of the parties to the Council, this 3rd day of March 1992.

B. CARR,
Chairman of Council.

T. EVANS,
Vice-Chairman of Council.

L. A. DICKASON,
Secretary of Council.

No. R. 2357
21 August 1992

WET OP ARBEIDSVERHOUINGE, 1956
VERBETERINGSKENNISGEWING
TEKAMER-RESTAURANT- EN VERVERSINGSBE- DRYF, PRETORIA: WYSIGING VAN HOOFDOORENKOMS

Onderstaande verbeterings aan Goewermentskennisgewing No. R. 1558 wat in Staatskoerant No. 14024 van 12 Junie 1992 verskyn, word hierby vir algemene inligting gepublisere:

1. In die Afrikaanse teks van die Bylae:
(a) 2. KLOUSULE 4: BESOLDIGING

Vervang die loonskedule in klausule 4 deur die volgende:
MOTOR INDUSTRY WAGES
Waiting on Toyota

Nervous vehicle manufacturers hope Toyota will fall into line this weekend when employers and unions try to hammer out a final agreement on wages and job security. If not, they fear further conflict if negotiations drag on into a fifth month. The dispute has already resulted in a week-long industry strike.

Agreement is nearly two months overdue. Discussions, which began in April, were due to provide a new package to take effect from July 1. But differences, particularly on union demands for an extension of the year-old moratorium on lay-offs, delayed matters.

With the exception of Toyota, there now appears to be virtual consensus between employers and the National Union of Metalworkers (Numsa) on the form of the new agreement. FM 21/8/92

Toyota, which did not attend national bargaining forum meetings during the recent two-month strike at its Durban plant, has agreed to honour minimum-wage agreements reached in its absence. As part of the written agreement ending the Toyota strike, the company bound itself to abide by the forum's wage conditions. But the agreement with Numsa also decreed that job security should be a matter for the company and union to decide.

In other words, at the same time as it was seeking an industry-wide agreement, Numsa

CURRENT AFFAIRS

FM 21/8/92

helped to create a loophole allowing Toyota to negotiate on its own behalf. Neverthless, Toyota CE Bert Wessels says the company is prepared to sign the full industry agreement once it receives "clarity" on certain aspects of job security.

As it stands, the package agreed between Numsa and other vehicle manufacturers has abandoned the retrenchment moratorium. In its place is a fund to which employers would contribute 10c per worker per hour. This fund would be used to support and retrain laid-off motor industry workers.

As envisaged, the fund will support and compensate laid-off workers for three weeks while they are counselled and assessed, and then a further 12 weeks while they undergo training. After that, they are on their own.

Employers alone will provide money for the fund in its first year. Thereafter, they hope it will be a 50:50 effort between themselves and employees.

Wessels says the company will be represented at forum discussions starting today. "We have certain problems with the job-security agreement as it stands, but if there is flexibility, we will become a signatory. If we can't resolve it, we have the option to negotiate on our own behalf." He declines to reveal Toyota's specific complaints about the current agreement.

Other companies, notably specialist truckmakers like MAN and AAD, have also expressed concern at the job-security issue. In view of their small size, it is likely they will be granted concessions.

But it is Toyota that is causing most concern. Says the chief negotiator for another major manufacturer: "We assumed once the Toyota strike was over, they would rejoin the forum and resume negotiations there. But it's not like that. They have the right to negotiate between themselves and Numsa and this is causing concern. The whole idea of one company being allowed to negotiate major issues is totally foreign to the notion of the forum. The rest of us find it very worrying."
Unions are forced to settle for less

By MONDNI MAKHANYA

UNIONS have had to settle for below-inflation wage increases this year as the recession continues hitting into workers' bargaining power.

With most sectors now having completed wage negotiations, settlements appear to have averaged 12 percent - four points below the inflation rate and way below the 27 percent food inflation rate. This figure may drop to single digits after settlements have been reached in the strike-hit engineering industry, where employers have indicated they will not budge from their 8.6 percent offer.

Apart from the engineering industry, where the National Union of Metalworkers of South Africa (Numsa) has revised its demand from 20 to 16 percent, unions' opening demands were moderate, indicating their expectation of low awards. Instead, they have concentrated on working conditions and issues of job security.

Economist Azaan Jumhorne notes that, in the past, unions usually added the growth rate to the inflation rate as their bottom line for wage increases, meaning that this year's increases should have averaged 18 percent.

The lowest increases in a major industry were granted in the gold-mining industry, with workers settling for a five percent increase plus a 20 percent profit-sharing scheme.

Coal miners accepted an 11 percent wage hike, while hotel and public-sector workers settled for 9.6 percent and 9.6 percent respectively. In the retail and chemical industries, average settlements were 15 percent.

Motor-manufacturing workers accepted a 12 percent increase and concentrated their energies on pushing for a renewal of the retrenchment moratorium. In the end, Numsa managed to secure a fund for retrenched workers.

Gavin Brown and Associates consultant Andre Jooste predicts the trend will continue beyond the recession.

The virtual bridging of wage gaps between black and white workers and the hardening of employer attitudes as a result of the politicisation of industrial relations have also contributed to the lower settlements, Jooste adds.
Union takes shopping list to retail employers

Although the retail sector has been relatively quiet this year, industrial action is still likely at some of the big companies. Under particular threat are the OK Bazaars and Checkers/Shoprite, with which the South African Commercial, Catering and Allied Workers' Union (Saccawu) is presently in dispute.

While the wage deal of an R110 across-the-board increase has been clinched with Checkers, the two parties remain in dispute over the issue of retrenchments, with the retail chain insisting on shutting down a number of its outlets.

A similar situation applies at the OK, which is also undergoing a period of rationalisation. The chain is offering R130 a month across the board as opposed to the union's R150. The OK has also proposed to close up to 80 outlets this year, which could cost about 1,900 jobs.

Checkers, which merged with Shoprite early this year after being taken over by Peplkor, faces strike action after management proposed a 10 percent wage cut. Management however quickly altered its tune after factory demonstrations. Checkers stores then settled on the R110 raise.

However, this is only valid for eight months, as the company agreed to the increases being applicable only from August rather than April, when it should have been implemented.

But now the two parties remain in dispute over the retrenchments. Peplkor — which is regarded in union circles as conservative — wants to shut down a number of Checkers outlets and keep the less-unionised Shoprite outlets running.

Although Shoprite is poorly organised, Saccawu has been making inroads here since the merger.

The union suspects Peplkor wants to rid the group of unionised employees as part of its rationalisation programme. Peplkor has apparently proposed to take give the union three days notice about store closures, which would give it a short cut on the retrenchment path.

The dispute is currently at the Conciliation Board but resolution does not seem very close.

“We may have settled the wage issue with Checkers. But there's even a bigger battle against the company, that of preserving jobs,” says national bargaining committee chairman Motsumi Molise.

At the OK, which has been a regular target of strike action over the past five years, further shopfloor disruption is likely this year. Workers are rejecting the wage offer as well as planned retrenchments later this year.

The chain's shop stewards will be holding a national conference at the end of this month and most of the metropolitan areas are understood to be itching for a showdown.

Retrenchments are also at issue at Makro, which is in dispute with the union over wages and job cuts. The dispute is before a conciliation board.

Southern Sun's wage agreement with Saccawu may also not be enough to preclude strike action. After initially demanding a R250 rise, Saccawu agreed to the hotel chain's R200 offer. However, it has rejected Southern Sun's assertion that this should only apply from August rather than from April.
WORKERS at a Sandton packaging company, Sunpac, have been on strike since July 31, the South African Commerical, Catering and Allied Workers Union, Saccawu, said yesterday.

In a statement, Saccawu Johannesburg branch secretary Mr William Dibaba said 48 union members demanded a minimum monthly wage of R1 050, against the current minimum of R700.

Also demanded were a R275 across-the-board increase and a 13th cheque.

The company's final offer included a minimum wage of R805, a R135 across-the-board increase and a bonus based on years of service.

Workers also demanded six months' sabbatical leave. - Supa.
Judge rules Numsa strike was illegal

Provisions of Labour Relations Act were contravened during strike ballot:

Sowetan Correspondent

The countrywide strike involving workers in the iron, steel and metallurgical industry - affecting some 800 major companies - is illegal, the Pretoria Supreme Court has ruled.

Mr Justice Myburgh said on Tuesday that he was "satisfied it had been proved that a number of material irregularities occurred during the strike ballot" called by the National Union of Metalworkers of South Africa.

He also found certain provisions of the Labour Relations Act were contravened during the ballot held in May.

The judgment followed an application by the Steel and Engineering Industries Federation of South Africa and 16 affiliated employer organisations to obtain an interim interdict against Numsa to prevent its members from continuing the strike.

The strike, considered the biggest industrial action since the 1987 miners' dispute began on August 3 after a strike ballot was called when negotiations on wages, working conditions and a moratorium on retrenchments reached deadlock.

The employers had subsequently considered the union's revised demand for a 16 percent wage increase, found it unacceptable and urged Numsa to accept their final offer of 8.6 percent.

The judge granted a temporary interdict prohibiting Numsa and members to continue with the strike, pending the finalisation of the application.

Argument by Mr JJ Gammie, SC, acting for Sefisa, that a final order be granted by the court was opposed by Mr M Wallis, SC, for Numsa.

The judge found that as Sefisa initially launched the application asking for interim relief, and in view of the fact that Numsa compiled its court papers to contend with such an order, he could not grant a final interdict.

Numsa was ordered to file further papers on October 6 and Sefisa to reply by October 27.

The judge accepted argument by Gammie that participation in the ballot by non-Numsa members had caused more votes to be passed than the number of members entitled to vote.

He also said "unfortunately Numsa is unable to give an exact number of its members" although it was required by law for a union to keep a register of such members.

He found prima facie evidence that further irregularities had also occurred - there was no proper control over unused ballots, in a number of cases ballots were not secret and ballot boxes were not properly sealed.

The union puts the number of workers out on strike at about 100 000 while Sefisa estimates that only 60 000 are involved.

Numsa senior spokesman Dr Bernie Fanaroff said the union would report back to members and evaluate the strike at a meeting to be held today.
(b) 6. KLOUSULE 16: LIKWIDASIE

In subklausule (v) vervang die uitdrukking "klausule 10 (7)" met die uitdrukking "klausule 10 (8)" waar dit in die voorlaaste reël van die paragraaf voorkom.

2. In die Engelse teks van die Bylae:

(a) 5. CLAUSE 15: DISSOLUTION

In subklausule (iii) vervang die uitdrukking "clause 10 (7)" met die uitdrukking "clause 10 (8)" waar dit in die laaste reël van die paragraaf voorkom.

(b) 6. CLAUSE 16: LIQUIDATION

In subklausule (v) vervang die uitdrukking "clause 10 (7)" met die uitdrukking "clause 10 (8)" waar dit in die laaste reël van die paragraaf voorkom.

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No. R. 2444 28 Augustus 1992

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIESIE NYWERHEID (NATAL): WYSIGING VAN DIE MEDEIE HULPFONDOORENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mankrag, 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 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgevers en werknemers wat lede van genoemde organisasie of vereniging is.

G. M. E. CARELSE,
Adjunkminister van Mankrag.

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIESIE NYWERHEID (NATAL)

MEDEIE HULPFONDOORENKOMS

ooreenkoms met die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Electrical Contractors' Association (South Africa)
(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

South African Electrician Workers' Association
en die

Metal and Electrical Workers' Union of South Africa
(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant
wat die party is by die Nywerheidsraad vir die Elektrotegensieme Nywerheid (Natal).

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No. R. 2444 28 Augustus 1992

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY (NATAL): AMENDMENT OF MEDICAL AID FUND AGREEMENT

1, Glen Morris Edwin Carelse, Deputy 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 30 June 1993, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)

MEDICAL AID FUND AGREEMENT

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

Electrical Contractor's Association (South Africa)
(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

South African Electrician Workers' Association
and the

Metal and Electrical Workers' Union of South Africa
(hereinafter referred to as the "employees" or the "trade unions"), of the other part,
being the parties to the Industrial Council for the Electrical Industry (Natal),
om de Ooreenkoms gepubliseer by Goewermentskennisgewing, No. R. 1659 van 19 Augustus 1988 (hierna die Herbe-
kragtingsoorsene genoem), soos gewysig en verlang
y by Goewermentskennisgewings Nos. R. 1214 van 9 Junie
1989, R. 396 van 29 Februarie 1990, R. 1493 van 29 Junie
1990, R. 1872 van 10 Augustus 1990, R. 1232 van 30 Mei

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Behoudens andersluidende bepalingen in hierdie klou-
sule, is hierdie Ooreenkoms van toepassing op en moet dit
nagekomen word in die Elektrotechniese Wydruis (Natal)
deur alle werkgevers en werknemers wat lede van onderskeidelik
die werkgeversorganisasie en die vakverenigings is en wat
betrokke is by in diens is by die Wydruis in die provinsie
Natal, uitsonderend enige gedeeltes van daardie gebied wat
inne die selfregenerende gebied KwaZulu val.

(2) Hierdie Ooreenkoms is nie van toepassing nie op werk-
gevers en hul werknemers wat saam met die werkgevers
deelnemers is aan 'n skema wat mediese voordele verskaf
en wat op 3 Januarie 1966 bestaan het en waarop die
totale werkgever minstens 45 sent per week bydra ten
opsigte van elke werknemer wat lid van dié skema is en
andersins deur hierdie Ooreenkoms gedeel word, terwyl die
skema in werkning bly en genoemde werkgevers en werke-
mers voortgaan om deelnemers aan dié skema te wees en
die werkgevers voortgaan om 'n bydrae van minstens 45
sent per week ten opsigte van elke sodanige werknemer te
betaal.

(3) Ondanks subklusule (2), is hierdie Ooreenkoms van
toepassing op werkgevers en werknemers ten opsigte van 'n
wirkster wien nie deur 'n fonds of skema bedoel in daardie
subklusule gedeel word nie, of wat ophou om daardeur
gedeel te word.

2. ALCHEMIE BEPALINGS

Klausules 3 tot en met 19 van die Ooreenkoms gepubli-
seer by Goewermentskennisgewing No. R. 2604 van
2 Desember 1983, soos gewysig en herbekerig by Goewer-
mentskennisgewings Nos. R. 1429 van 13 Julie 1984, R. 894
van 23 Mei 1985, R. 2068 van 26 September 1986 en
R. 1659 van 19 Augustus 1988 (soos van tyd tot tyd gewysig,
herbekerig en verlig), is van toepassing op werkgevers en
wirksterneers.

3. KLOUSULE 3: WOORDOMSKRYWING

Voe die volgende nuwe omskrywing in na die omskrywing
van "Elektrotekniese Wydruis":

"boekjaar" die periode van 1 Januarie tot 31 Desember
van elke jaar;".

4. KLOUSULE 9: BYDRAES

In subklausule (1) verwag die uitdrukking "R20,00" deur
die uitdrukking "R24,00".

5. KLOUSULE 10: BYSTAND

In subklausule (1), verwag paragraw (a) tot (f) deur die
volgende:

"(a) Betaal van koste, uitgesonderde koste vir tandheel-
kundig dienste, oogkundige dienste en voorskrifte, van alte-
saam hoogstens R9 000 (met inbegrip van koste vir beval-
lings) in elke boekjaar vir die lid en sy afhanklikes;
(b) betaal van koste aangegaan vir gewone tandheelkund-
gige dienste, insluitende tandistaljies van plastiek, van alte-
saam hoogstens R1 125 in elke boekjaar vir die lid en sy
afhanklikes;
(c) betaal van koste vir oogkundige dienste, insluitende
die toets van oë en brille, van altesaal hoogstens R450 in
elke boekjaar vir die lid en sy afhanklikes;

to amend the Agreement published under Government
Notice, No. R. 1659 of 19 Augustus 1988 (hereinafter referred
to as the Re-enacting Agreement), as amended and
extended by Government Notices Nos. R. 1214 of 9 June
1989, R. 396 of 23 February 1990, R. 1493 of 29 June 1990,
R. 1872 of 10 Augustus 1990, R. 1232 of 30 Mei 1991 and

1. SCOPE OF APPLICATION AGREEMENT

(1) Except as otherwise provided in this clause, the terms of
this Agreement shall apply to and be observed in the Elec-
trical Industry (Natal) by all employers and employees who
are members of the employers’ organisation and the trade
unions, respectively and who are engaged or employed in the
Industry in the Province of Natal, excluding any portions
of that area falling within the Self-governing Territory of Kwa-
Zulu.

(2) The terms of this Agreement shall not apply to
employers and their employees who are participants with
the employers in any scheme providing medical benefits,
in existence on 3 January 1966, to which the employer con-
cerned contributes not less than 45 cents per week for each
employee who is a member of the scheme continues to op-
erate and the said employers and employees continue as par-
cipants in the scheme and the employers continues to pay a
contribution of not less than 45 cents per week for each such
employee.

(3) Notwithstanding the provisions of subclause (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 or scheme referred to in
that subclause.

2. GENERAL PROVISIONS

The provisions contained in clauses 3 to 19, inclusive, of
the Agreement published under Government Notice No.
R. 2604 of 2 December 1983, as amended and re-enacted by
Government Notices Nos. R. 1429 of 13 July 1984, R. 994 of
23 May 1986, R. 2068 of 26 September 1986 and R. 1659 of
19 August 1988 (as amended, re-enacted and extended from
time to time) shall apply to employers and employees.

3. CLAUSE 3: DEFINITIONS

Insert the following new definition after the definition of
"Electrical Industry":

"financial year" means the period from 1 January to
31 December of each year;.

4. CLAUSE 9: CONTRIBUTIONS

In subclause (1) substitute the expression "R24,00" for
the expression "R20,00".

5. CLAUSE 10: BENEFITS

In subclause (1), substitute the following for paragraphs (a)
to (f):

"(a) Payment of expenses, other than expenses for dental
services, optical services and prescriptions, not exceeding
the amount of R9 000 (including payment of expenses for
confinements) in the aggregate per financial year for the
member and his dependants;
(b) payment of expenses for ordinary dental services,
including plastic dentures, not exceeding the amount of
R1 125 in the aggregate per financial year for the member
and his dependants;
(c) payment of expenses for optical services, including
eye-testing and spectacles, not exceeding an amount of
R450 in the aggregate per financial year for the member
and his dependants;"
(d) betaling van koste vir voorskrifte van altesaam hoogstens R2 250 in elke boekjaar vir die lid en sy afhanklikes; die Fonds is nie verantwoordelik vir die eerste R10 met betrekking tot elke voorskrif van ‘n mediese praktisyn of spesials vir medisynse, verdovingsmiddels, verbande, salve of vermiljdebegie nie;  

(e) betaling van koste aangegaan vir spesiale tandheelkundige dienste, d.w.s. kroon- en brugwerk, goud-inlegwerk, ortodontie, periodontie, proteodontie en tandestelle met ‘n metalbasis, van altesaam hoogstens R500 in elke boekjaar vir die lid en sy afhanklikes;  

(f) betaling van koste vir medische en chirurgiese hulpmiddels van altesaam hoogstens R275 in elke boekjaar vir die lid en sy afhanklikes.

Namens en soos gemagig deur die partye op hede die 3de dag van Maart 1992 te Durban onderteken.

B. CARR,  
Voorstel van die Raad.

T. EVANS,  
Ondervoorstel van die Raad.

L. A. DICKASON,  
Sekretaris van die Raad.

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No. R. 2445  
28 Augustus 1992  
WET OP MANNEKRAPLEIDING, 1981

VERLENGING VAN DIE OPLEIDINGSKEMA VIR DIE BOUWYWERHEID  

Ek, Glen Morris Edwin Carelse, Adjunktminister van Mannekrag, handelende kragtens artikel 39 (3) van die Wet op Mannekrapleiding, 1981—

(a) verleng hierby die tydperk vasgestel by Goewermentskennisgewing No. R. 2398 van 4 Oktober 1991 met ’n tydperk van ses maande wat op 28 Februarie 1993 eindig; en

(b) wysig hierby, met ingang van 1 September 1992, die Skema gepubliseer by Goewermentskennisgewing No. R. 1948 van 11 September 1987 deur die onderstaande klousule na klousule 13 in te voeg:

"14. VRYSTELLINGS

Enige aansoek om vysembling van enige bepaling van hierdie Skema, wat kragtens artikel 47 van die Wet deur die Minister verleen kan word, moet by die Opleidingskema vir die Bouwierheid, Postbus 1619, Halfweghuis, 1685, ingediend word, wat sodanige aansoek tesame met enige aanbeveling deur die Raad moet deurstaan na die Direkteur-generaal: Mannekrag.".

G. M. E. CARELSE,  
Adjunktminister van Mannekrag.

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No. R. 2455  
28 Augustus 1992  
WET OP ARBEIDSVERHOUINGE, 1956

MOTORNYWERHEID: HERNUING VAN HOOF-  
OORENKOMS

Ek, Izak Jacobus van Zyl, Hoofdirekteur: Arbeidsverhoudings, behoorlik daartoe gemagig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudings, 1956,

(d) payment of expenses for prescriptions not exceeding an amount of R2 250 in the aggregate per financial year for the member and his dependants; the Fund shall not be liable for the first R10 in respect of each prescription of a medical practitioner or specialist for medicines, drugs, dressings, ointments or lotions;  

(e) payment of expenses for special dental services, i.e. crowns and bridgework, gold inlays, orthodontics, periodontics, prosthodontics and metal base dentures, not exceeding the amount of R560 in the aggregate per financial year for the member and his dependants;  

(f) payment of expenses for medical and surgical accessories not exceeding R275 in the aggregate per financial year for the member and his dependants.

Signed at Durban as authorised, for and on behalf of the parties, this 3rd day of March 1992.

B. CARR,  
Chairman of Council.

T. EVANS,  
Vice-Chairman of Council.

L. A. DICKASON,  
Secretary of Council.

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No. R. 2445  
28 Augustus 1992  
MANPOWER TRAINING ACT, 1981

EXTENSION OF TRAINING SCHEME FOR THE  
BUILDING INDUSTRY

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, acting in terms of section 39 (3) of the Manpower Training Act, 1981, hereby—

(a) extend the period fixed in Government Notice No. R. 2398 of 4 October 1991, by a further period of six months ending on 28 February 1993; and

(b) amend, with effect from 1 September 1992, the Scheme published by Government Notice No. R. 1948 of 11 September 1987 by the insertion of the undermentioned clause after clause 13:

"14. EXEMPTION

Any application for exemption from any provision of this Scheme, which may be granted by the Minister in terms of section 47 of the Act, shall be submitted to the Training Scheme for the Building Industry, P.O. Box 1619, Halfway House, 1685, which shall forward such application together with any recommendation by the Board to the Director-General: Manpower."

G. M. E. CARELSE,  
Deputy Minister of Manpower.

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No. R. 2455  
28 Augustus 1992  
LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY: RENEWAL OF MAIN  
AGREEMENT

I, Izak Jacobus van Zyl, Chief 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
No. R. 2450 28 Augustus 1992

WET OP BEHEER OOR WYN EN SPIRITUS, 1970
(WET No. 47 VAN 1970)


Hiermee word bekendgemaak dat die Ko-operative Wijnbouwers Vereniging van Zuid-Afrika, Beperk, kragtens artikel 18 (6) (a) van die Wet op Beheer oor Wyn en Spiritus, 1970 (Wet No. 47 van 1970), die pryse- en betalingsreëlings vermeld in Goewermentskennisgewing No. R. 416 van 7 Februarie 1992 met betrekking tot wyn, soos omskryf in artikel 14 van genoemde Wet, gewysig het deur klusule 13 van Bylae 2 daarvan deur die volgende klusule te vervang:

"Byvoeging van rente"

12. Die rente wat gevoeg moet word by enige agterstallige betaling van 'n bedrag (insluitende rente) wat verskuldig is ten opsigte van wyn—

(a) aangeneem voor of op 31 Januarie 1992, is 21,0 persent per jaar, bereken op die totale bedrag verskuldig (insluitende rente) vanaf 1 Oktober 1992 tot die datum waarop betaling geskied; en

(b) waarvan die betaling binne die tydperk in klusule 12 bedoel, gemaak moet word, is 19,0 persent per jaar bereken op die totale bedrag verskuldig (insluitende rente) vanaf 1 Oktober 1992 of die dag wat volg op die datum waarop die betaling aldus opeisbaar was, tot die datum waarop die betaling geskied, of tot 31 Januarie 1993, watter datum ookal die vroegste is."

Alle belanghebbendes word hierby aangesê om enige besware wat hulle teen genoemde wysiging het, binne 14 dae na datum van publikasie van hierdie kennisgewing skriftelik by die Direkteur-generaal, Departement van Landbou, Privaatsak X250, Pretoria, 0001, in te lever.

S.W. JOUBERT,
Sekretaris: Ko-operative Wijnbouwers Vereniging van Zuid-Afrika, Beperk.

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DEPARTEMENT VAN MANNEKRAG

No. R. 2421 28 Augustus 1992

WET OP ARBEIDSVERHOUINGE, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA: WYSIGING VAN OOREENKOMS VIR DIE HANDSAKSEKSI

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arboidsverhoudinge, 1956, dat die bepalings van die Ooreenkom (hierna die Wysigingsoor
eenkom 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
with effect from the second Monday after the
date of publication of this notice and for the
period ending 30 September 1992, upon the
employers’ organisations and the trade unions
which entered into the Amending Agreement
and upon the employers and employees who are
members of the said organisations or unions;
and

(b) in terms of section 48 (1) (b) of the said Act,
declare that the provisions of the Amending
Agreement, excluding those contained in
clause 1 (1) (a) and 4, shall be binding, with
effect from the second Monday after the date of
publication of this notice and for the period end-
ing 30 September 1992, upon all employers and
employees, other than those referred to in para-
graph (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.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER
INDUSTRY OF SOUTH AFRICA

HANDBAG SECTION

AGREEMENT

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

(a) Midland and Border Leather Industry Manufac-
turers’ Association;
(b) Western Cape Leather Industries Association;
(c) Transvaal Footwear, Tanning and Leather Trades
Association;

and

(d) Association of South African Manufacturers of
Luggage, Handbags and General Goods
(hereinafter referred to as the “employers” or the
“employers’ organisations”), of the one part, and the
(e) National Union of Leather Workers,

and

(f) Transvaal Leather and Allied Trades Industrial
Union
(hereinafter referred to as the “employees” or the “trade
unions”), of the other part,

being the parties to the National Industrial Council of the
Leather Industry of South Africa,
to amend the Agreement for the Handbag Section published
under Government Notice R. 1794 of 3 September 1982,
as renewed and amended by Government Notice
R. 2480 and R. 2481 of 11 November 1983, R. 2022 and
and R. 2714 of 24 December 1986, R. 1944 of 28 August
1987, R. 2620 of 20 November 1987, R. 1622 of 12
August 1988, R. 2314 of 16 November 1988, R. 572 of
31 Maart 1989, R. 1949 and R. 1950 of 17 August 1990,
R. 3052 of 4 January 1991 and R. 2238 of 13 September

G. M. E. CARELSE,
Adjunctminister van Mannekrag.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE
LEERNYWERHEID VAN SUID-AFRIKA

HANDSAKSEKSIÉ

OOREENKOMS

die tweede Maandag na die datum van publikasie
van hierdie kennisgewing en vir die tydperk
wat op 30 September 1992 eindig, bindend is vir
die werkgewersorganisasies en die vakvereni-
gings wat die Wysigingsoorlokkoms aangegaan
het en vir die werkgewers en werknemers wat
lede van genoemde organisasies of verenigings
is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet,
dat die bepalingen van die Wysigingsoorlokkoms,
uitgesonderd die vervat in klausules 1 (1)
(a) en 4 met ingang van die tweede Maandag na
die datum van publikasie van hierdie kennisge-
wing en vir die tydperk wat op 30 September
1992 eindig, bindend is vir alle ander werk-
gewers en werknemers as die genoem in paragraaf
(a) van hierdie kennisgewing wat betrokke
ie by of in diens is in geneemde Onderneming.
Nywerheid, Bedryf of Beroep in die gebiede in
klausule 1 van die Wysigingsoorlokkoms
gespesifiseer.

OOREENKOMS

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

(a) Midland and Border Leather Industry Manufactu-

Remark: The content represents an excerpt from a legal document, likely related to an agreement or statement of agreement relevant to the Labour Relations Act, 1956, concerning the National Industrial Council of the Leather Industry of South Africa. It appears to be a formal and legal text, discussing agreements and provisions related to employers and employees in the leather industry, including the dates of application and specific clauses agreed upon. The document is structured in a way typical of legal agreements, with references to specific clauses and dates. It is important for those familiar with the Labour Relations Act and its implications to interpret and understand the implications of these agreements. The context suggests that these agreements are made and entered into by and between the mentioned parties, and are relevant to the industry's collective bargaining and negotiations.
1. TOEPASSINGSBESTEK VAN OORENOKMS

(1) Hierdie Ooreenkomms moet in die Handsakseksie van die Leernwyverheid nagekom word—

(a) deur alle werkgewers wat lede van die werkgewerorganisasie is en deur alle werknemers wat lede van die vakverenigings is, en wat onderskeidelik by bogenoemde Seksie van die Leernwyverheid betrokke en daarin werkzaam is;

(b) in die Republiek van Suid-Afrika, uitgeseond deur hawe en nederzetting van Walsvisbaai, in verband met die werkzaamhede uitengest in paragraaf (1) (b) en (c) van die omkrywing van "Nwyverheid" of "Leernwyverheid" in klousule 3 van die Ooreenkomms gepubliseer deur Goewermentskennisgewing No. R. 1794 van 3 September 1982, vir sover hulle betrekking het op genoemde Seksie; en

(c) in die landdrosdistrikte Bellville, Die Kaap, Durban, met inbegrip van die gedeelte van die landdrosdistrik Chatsworth wat voor die publikasie van Goewermentskennisgewing No. 501 van 8 Maart 1985 binne die landdrosdistrik Durban gewal het, Goodwood en Johannesburg in verband met die werkzaamhede uitengest in paragraaf (6) van die omkrywing van "Nwyverheid" of "Leernwyverheid" in klousule 3 van genoemde Ooreenkomms.

(2) Ondanks subklausule (1), is hierdie Ooreenkomms van toepassing slegs op werknemers vir wie lone voorgestryl word in Aanhalsel C van die Ooreenkomms gepubliseer deur Goewermentskennisgewing No. R. 1794 van 3 September 1982 en op die werkgewers van sodanige werknemers.

(3) Ondanks andersluidende bepalingen hierin, is hierdie Ooreenkomms nie op handelsreisigers, verkoopmanne en klerke, uitgeseond versendingsklerke, van toepassing nie.

2. KLOUSULE 4: LONE EN LOONSKALE

In subklausule (7) (a), vervang die uitdrukking "25 Julie 1990" deur die uitdrukking "12 Junie 1991".

3. KLOUSULE 8: VAKANSIEDAE, JAARLIKE EN KRAAMVERLOF

(1) Vervang paragraaf (b) van subklausule (9) deur die volgende:

[(b) Die vakansie- en langdiensbonus in paragraaf (a) en (c) bedoel, moet aan die werknemer betaal word voor of op die laaste werkdag voordat die bedyfseyting ingevolge subklausule (1) stutter.].

(2) Voe voig die volgende nuwe paragraaf (c) by subklausule (9) in:

[(c) Aan elke werknemer wat vry jaar of langer ononderbroekte diens by dieselfde werkgever voltoo, moet 'n langdiensbonus, op die volgende grondslag betaal word:

5 jaar en langer diens, maar minder as 10 jaar: 1 dag se loon;
10 jaar en langer diens, maar minder as 15 jaar: 2 dae se loon;
15 jaar en langer diens: 3 dae se loon;
Vir die berekening van die langdiensbonus wat ingevolge hierdie subklausule betaalbaar is, is een dag se loon gelyk aan een vijfde van die werklon.].

4. KLOUSULE 18: INDIENSNEMING VAN LEDE VAN VAKVERENIGINGS

Vervang subklausule (3) deur die volgende:

[("3") Naegekrediteerde werkweekverenwoordiger is geregist op vrye dae betaalde verlof per jaar om vakverenigingsopleidingskurse by te wees. By die toepassing van hierdie subklausule is 'n naegekrediteerde werkweekverenwoordiger 'n lid van 'n vakverenigingsparty, en die getel werkweekverenwoordigers moet in 'n verhouding wees van een per 50 werknemers vir wie vakverenigingsaftekings deur 'n werkgever gedaan word.].

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Handbag Section of the Leather Industry—

(a) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions, and who are engaged, and employed in the above Section of the Leather Industry, respectively;

(b) in the Republic of South Africa, excluding the port and settlement of Waals Bay, on the operations set forth in paragraph (1) (b) and (c) of the definition of "Industry" or "Leather Industry" in clause 3 of the Agreement published under Government Notice R. 1794 of 3 September 1982, in so far as they relate to the said Section; and

(c) in the Magisterial Districts of Belville, Durban, including that portion of the Magisterial District of Chatsworth which, prior to the publication of Government Notice 501 of 8 March 1985, fell within the Magisterial Districts of Durban, Goodwood, Johannesburg and The Cape, on the operations set forth in paragraph (6) of the definition of "Industry" or "Leather Industry" in clause 3 of the said Agreement.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees for whom wages are prescribed in Annexure C to the Agreement published under Government Notice R. 1794 of 3 September 1982 and to the employers of such employees.

(3) Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall not apply to travellers, salesmen and clerical employees other than despatch clerks.

2. CLAUSE 4: WAGES AND RATES

In subclause (7) (a), substitute the expression "12 June 1991" for the expression "25 July 1990".

3. CLAUSE 8: HOLIDAYS, ANNUAL AND MATERNITY LEAVE

(1) Substitute the following for paragraph (b) of subclause (9):

[(b) The holiday and long service bonus referred to in paragraphs (a) and (c) shall be paid to the employee not later than the last working day before the establishment closes in terms of subclause (1)].

(2) Insert the following new paragraph (c) in subclause (9):

[(c) Every employee who has completed five years or more of continuous employment with the same employer shall be paid a long service bonus on the following basis:

5 years of employment and longer, but less than 10 years: 1 day's wages;
10 years of employment and longer, but less than 15 years: 2 days' wages;
15 years of employment and longer: 3 days' wages.
For the purpose of calculating the long service bonus due in terms of this subclause, one day's wages shall be the equivalent of one-fifth of the weekly wage].

4. CLAUSE 18: EMPLOYMENT OF MEMBERS OF TRADE UNIONS

Substitute the following for subclause (3):

[(3) An accredited shop steward shall be entitled to five days' leave per annum to attend trade union training courses. For the purposes of this subclause, an accredited shop steward is one who belongs to a party trade union, and the number of shop stewards shall be in a ratio of one per 50 employees for whom trade union deductions are being made by an employer].
### 5. AANHANGSEL C

Vervang klausule 1 deur die volgende:

<table>
<thead>
<tr>
<th>Kolom A</th>
<th>Kolom B</th>
<th>Per week</th>
<th>Per week</th>
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</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Voorman</td>
<td>Voorman</td>
<td>278,73</td>
<td>306,60</td>
</tr>
<tr>
<td>(b) Magazynmeester</td>
<td>Magazynmeester</td>
<td>174,21</td>
<td>191,63</td>
</tr>
<tr>
<td>(c) Versendingsklerk</td>
<td>Versendingsklerk</td>
<td>174,21</td>
<td>191,63</td>
</tr>
<tr>
<td>(d) Verpaaker</td>
<td>Verpaaker</td>
<td>132,27</td>
<td>145,50</td>
</tr>
<tr>
<td>(e) Drywer van &quot;n afdryweringsvoertuig waarvan die onbelaste massa -</td>
<td>Drywer van &quot;n afdryweringsvoertuig waarvan die onbelaste massa -</td>
<td>144,68</td>
<td>159,37</td>
</tr>
<tr>
<td>(i) hoogstens 2 722 kg is</td>
<td>(i) hoogstens 2 722 kg is</td>
<td>144,68</td>
<td>159,37</td>
</tr>
<tr>
<td>(ii) meer as 2 722 kg maar hoogstens 4 538 kg is</td>
<td>(ii) meer as 2 722 kg maar hoogstens 4 538 kg is</td>
<td>209,08</td>
<td>229,99</td>
</tr>
<tr>
<td>(iii) meer as 4 538 kg is</td>
<td>(iii) meer as 4 538 kg is</td>
<td>243,07</td>
<td>268,37</td>
</tr>
<tr>
<td>(iv) Vrykuhysdrywer</td>
<td>Vrykuhysdrywer</td>
<td>243,07</td>
<td>268,37</td>
</tr>
<tr>
<td>(f) Nogwag</td>
<td>Nogwag</td>
<td>144,68</td>
<td>158,37</td>
</tr>
<tr>
<td>(g) Algemene werkers</td>
<td>Algemene werkers</td>
<td>132,27</td>
<td>145,50</td>
</tr>
</tbody>
</table>

Deur die partye op hede die 6de dag van Augustus 1991 te Port Elizabeth onderteken.

M. T. HOFFMANN,
Lid van die Raad.

K. MOODLEY,
Lid van die Raad.

L. M. VAN LOGGERENBERG,
Hoofsekretaris van die Raad.

No. R. 2436
28 Augustus 1992

WET OP ARBEIDSPROVINGE, 1956

VERBETERINGSKENNISGEGEWING

KAMSTOFTEKSTIELNYWERHEID (KAAP): HERBEKRAGTIGING VAN VOORSORGFONDSOORREKENINGS

Onderstaande verbeterings aan Goewermentskennisgewing No. R. 1298 wat in Staatskoerant No. 13970 van 8 Mei 1992 verskyn, word hierby vir algemene inligting gepubliseer:

1. In die Afrikaanse teks van die Bylae:

   (a) 5. KLOUSELE 15: ONTBINDING

      In subklausule (iii) vervang die uitdrukking "klausule 10 (7)" met die uitdrukking "klausule 10 (8)" waar dit in die laaste reël van die paragraaf voorkom.

### 5. ANNEXURE C

Substitute the following for clause 1:

<table>
<thead>
<tr>
<th>Column A</th>
<th>Column B</th>
<th>Per week</th>
<th>Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Foreman</td>
<td>Foreman</td>
<td>278,73</td>
<td>306,60</td>
</tr>
<tr>
<td>(b) Storeman</td>
<td>Storeman</td>
<td>174,21</td>
<td>191,63</td>
</tr>
<tr>
<td>(c) Despatch clerk</td>
<td>Despatch clerk</td>
<td>174,21</td>
<td>191,63</td>
</tr>
<tr>
<td>(d) Packer</td>
<td>Packer</td>
<td>132,27</td>
<td>145,50</td>
</tr>
<tr>
<td>(e) Driver of a delivery vehicle, the unladen mass of which —</td>
<td>Driver of a delivery vehicle, the unladen mass of which —</td>
<td>144,68</td>
<td>159,37</td>
</tr>
<tr>
<td>(i) does not exceed 2 722 kg</td>
<td>(i) does not exceed 2 722 kg</td>
<td>144,68</td>
<td>159,37</td>
</tr>
<tr>
<td>(ii) exceeds 2 722 kg, but does not exceed 4 538 kg</td>
<td>(ii) exceeds 2 722 kg, but does not exceed 4 538 kg</td>
<td>209,08</td>
<td>229,99</td>
</tr>
<tr>
<td>(iii) exceeds 4 538 kg</td>
<td>(iii) exceeds 4 538 kg</td>
<td>243,07</td>
<td>268,37</td>
</tr>
<tr>
<td>(iv) Fork-lift driver</td>
<td>Fork-lift driver</td>
<td>243,07</td>
<td>268,37</td>
</tr>
<tr>
<td>(f) Night-watchman</td>
<td>Night-watchman</td>
<td>144,68</td>
<td>158,37</td>
</tr>
<tr>
<td>(g) General workers</td>
<td>General workers</td>
<td>132,27</td>
<td>145,50</td>
</tr>
</tbody>
</table>

Signed by the parties at Port Elizabeth this 6th day of August 1991.

M. T. HOFFMANN,
Member of the Council.

K. MOODLEY,
Member of the Council.

L. M. VAN LOGGERENBERG,
General Secretary of the Council.

No. R. 2436
28 Augustus 1992

LABOUR RELATIONS ACT, 1956

CORRECTION NOTICE

WORSTED TEXTILE MANUFACTURING INDUSTRY (CAPE): RE-ENACTMENT OF PROVIDENT FUND AGREEMENT

The following corrections to Government Gazette No. 1298 appearing in Government Gazette No. 13970 of 8 May 1992 is hereby published for general information:

1. In the Afrikaans text to the Schedule:

   (a) 5. KLOUSELE 15: ONTBINDING

   In subclause (iii) substitute the expression "klausule 10 (8)" for the expression "klausule 10 (7)" where it appears in the last line of the paragraph.
WAGE AND WORKING CONDITIONS

1992

SEPT. — DEC.
10.2 Alle administratiewe koste en skulde van die Skema word dan teen die Raad in berekening gebring.

10.3 Die Registrateur moet vroeëglik van die beëindiging van die Skema in kennis gestel word.

11. Agente

11.1 Die Raad kan agente aanstel om uitvoering aan die doelstelling van die Skema te gee, op sodanige voorwaardes en onderhewig aan sodanige beheer as wat die Raad goeddink.

11.2 'n Agent het die mag om enige instelling, te betree en die werkgewer of enige werkner te ondervra ten einde vas te stel of die bepalings van kloouple 7 nagekom word al dan nie.

11.3 Die aanstelling van 'n agent kan te eniger tyd en wanneer die Raad dit gevind het nodig is.

12. Vrywaring

Die lede van die Opleidingsraad is nie aanspreeklik nie vir enige verlies van die Fonds wat voortvloei uit enige onbehoorlike beleggings of gemaak deur kwaad trou of deur enige optrede in hul bona fide-administrasie van die Fonds, of deur die nalatigheid of bedrog van enige persoon in diens van die Raad, of as gevolg van 'n handel of versuim deur lede, of as gevolg van enige ander saak, uitgesluit individuele opsetlike of bedriëglike optrede van die kant van sodanige lede wat aanspreeklik gehou kan word.

Enige sodanige lid moet deur die Fonds vergoed word vir enige aanspreeklikheid opgeënd deur hom in die verdediging van enige vervolging, hetsy sivel of strafregtle, voortspruit uit 'n bewering waarby kwade trou betrekking is en waarin regspaars in sy guns gelever word of waarvan hy vrygesprek word.

13. Vyvstellings

Enige aansoek om vyvstelling van enige bepaling van die Skema, wat kragtens artikel 47 van die Wet deur die Minister verleen kan word, moet by die Opleidingsraad vir die Suideland, Postbus 1284, Pretoria, 0001, ingediend word, en sodanige aansoek tesame met enige aanbeveling deur die Raad moet deurstuur na die Direkteur-generaal: Mannekrag.

No. R. 2507 4 September 1992

WET OP ARBEIDSVERHOUDINGE, 1956

SIVELE INGENIEURSNYWERHEID: WYSIGING VAN ORDER


L. WESSELS,
Minister van Mannekrag.

10.2 All administrative charges and liabilities of the Scheme shall then be charged against the Board.

10.3 The Registrar shall be notified of the termination of the Scheme in good time.

11. Agents

11.1 The Board may appoint agents to give effect to the objects of the Scheme under such conditions and subject to such control as the Board deems fit.

11.2 An agent shall be empowered to enter any establishment and to question the employer or any employee for the purpose of ascertaining whether or not the provisions of clause 7 are being observed.

11.3 The appointment of an agent may be revoked by the Board at any time and for any reason.

12. Indemnity

The members of the Training Board shall not be liable for any loss to the Fund arising from any improper investment made in good faith, or by any act in their bona fide administration of the Fund, or by the negligence or fraud of any person employed by the Board, or by reason of any act or omission by members or by reason of any other matter save individual wilful or fraudulent wrongdoing on the part of such members as can be held responsible.

Any such member shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings, whether civil or criminal, arising out of an allegation involving bad faith in which judgement is given in his favour or in which he is acquitted.

13. Exemptions

Any application for exemption from any provision of this Scheme, which may be granted by the Minister in terms of section 47 of the Act, shall be submitted to the Training Board for the Dairy Industry, P.O. Box 1284, Pretoria, 0001, which shall forward such application together with any recommendation by the Board to the Director-General: Manpower.

No. R. 2507 4 September 1992

LABOUR RELATIONS ACT, 1956

CIVIL ENGINEERING INDUSTRY: AMENDMENT OF ORDER


L. WESSELS,
Minister of Manpower.
Substitute the following for clause 3.1.1:

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<th>NATAL</th>
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<tbody>
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<td>Column 1 (b)</td>
</tr>
<tr>
<td>The Magisterial Districts of Bellville, The Cape, Goodwood, Hopetown, Kils River, Malmesbury, Moorreesburg, Paarl, Simon's Town, Somerset West, Stellenbosch, Strand, Vredenburg, Wellington, Worcester and Wynberg</td>
<td>The Magisterial Districts of Port Elizabeth, Uitenhage and East London and that portion of the municipal area of East London which falls within the Magisterial District of Kimberley</td>
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<table>
<thead>
<tr>
<th>Watchman</th>
<th>Per week</th>
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<th>B</th>
<th>Per week</th>
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<td>214.54</td>
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<td>155.34</td>
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<td>171.02</td>
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<td>133.07</td>
<td>139.85</td>
<td>208.47</td>
<td>219.09</td>
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<th>Per hour</th>
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<tr>
<td>Column 1</td>
<td>Rem. of the Province</td>
<td>Column 1</td>
<td>Column 2</td>
<td>Rem. of the Province</td>
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<th>Per week</th>
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</thead>
<tbody>
<tr>
<td>R A</td>
<td>R A</td>
<td>R A</td>
<td>R A</td>
<td>R A</td>
</tr>
<tr>
<td>B 185,19</td>
<td>B 192,78</td>
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<td>B 139,65</td>
<td>B 206,47</td>
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</table>

Wachman

<table>
<thead>
<tr>
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<th>Per uur</th>
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<tbody>
<tr>
<td>C A</td>
<td>C A</td>
<td>C A</td>
<td>C A</td>
<td>C A</td>
</tr>
<tr>
<td>C B</td>
<td>C B</td>
<td>C B</td>
<td>C B</td>
<td>C B</td>
</tr>
</tbody>
</table>

All other employees

| C 366 | C 381 | C 263 | C 276 | C 412 | C 433 | C 208 | C 218 | C 263 | C 276 |

Col. A: EFFECTIVE FROM MONDAY, 7 SEPTEMBER 1992
Col. B: EFFECTIVE FROM MONDAY, 1 MARCH 1993.
(iii) enige ander soort onderneming: Ten opsigte van elke perseel waar sake bedryf word.

Namens die partye op hede die 14de dag van Mei 1992 te Johannesburg geteken.

G. COUVARAS,
Voorsteur van die Raad.

E. SIEW,
Ondersteur van die Raad.

L. G. NELL,
Sekretaris van die Raad.

No. R. 2502 4 September 1992
WET OP ARBEIDSVERHOUDINGE, 1956
OPTIESE NYWERHEID: HERNUWING VAN OOREENKOMS
Ek, Izak Jacobus van Zyl, Hoofdirekteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrank, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewing R. 746 van 22 April 1988, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1992 eindig.

I. J. VAN ZYL,
Hoofdirekteur: Arbeidsverhoudinge.

No. R. 2504 4 September 1992
WET OP ARBEIDSVERHOUDINGE, 1956
VERMAAKLIKHEDSBEDRYF VAN SUID-AFRIKA: HERNUWING VAN OOREENKOMS

I. J. VAN ZYL,
Hoofdirekteur: Arbeidsverhoudinge.

No. R. 2509 4 September 1992
WET OP ARBEIDSVERHOUDINGE, 1956
KLERAASENTWYDE: HERNUWING VAN HOOFOORENKOMS
Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrank, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewing R. 478 van 14 Februari 1992, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig.

D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 2502 4 September 1992
LABOUR RELATIONS ACT, 1956
OPTICAL INDUSTRY: RENEWAL OF AGREEMENT
I, Izak Jacobus van Zyl, Chief 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 Notice R. 746 of 22 April 1988, to be effective from the date of publication of this notice and for the period ending 31 December 1992.

I. J. VAN ZYL,
Chief Director: Labour Relations.

No. R. 2504 4 September 1992
LABOUR RELATIONS ACT, 1956
ENTERTAINMENT INDUSTRY OF SOUTH AFRICA: RENEWAL OF AGREEMENT

I. J. VAN ZYL,
Chief Director: Labour Relations.

No. R. 2509 4 September 1992
LABOUR RELATIONS ACT, 1956
CLOTHING INDUSTRY, CAPE: RENEWAL OF MAIN AGREEMENT
I, Dennis van der Walt, 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 Notice R. 478 of 14 February 1992, to be effective from the date of publication of this notice and for the period ending 30 June 1993.

D. VAN DER WALT,
Director: Labour Relations.
LABOUR RELATIONS ACT, 1956
CORRECTION NOTICE
BUILDING INDUSTRY, KIMBERLEY: RE-ENACTMENT OF MAIN AGREEMENT

The undermentioned correction to Government Notice R. 2340 appearing in Government Gazette No. 14229 of 21 August 1992, is published herewith for general information:

In the English text of the Schedule, substitute the expression "30c" for the expression "45c" where it appears in clause 45.

ENTERTAINMENT INDUSTRY OF SOUTH AFRICA:
AMENDMENT OF AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 30 September 1992, upon the employer's organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a) of Chapter I, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 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 Amending Agreement.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE
INDUSTRIAL COUNCIL FOR THE ENTERTAINMENT INDUSTRY OF SOUTH AFRICA
AGREEMENT

In accordance with the provisions of the Labour Relations Act, 1956, made and entered by and between the Employers Association for the Entertainment Industry of South Africa (hereinafter referred to as the "employers") or the "employers' organisation"), of the one part, and the Entertainment Workers' Union (hereinafter referred to as the "employees" or the "trade union"), of the other part,
Sick leave ‘can cost firms plenty’

ABSENTEEISM could cost a company more than 4% of its payroll if every employee took 10 days paid sick leave a year, according to Gary Taylor of Medscheme.

Writing for the Institute of Personnel Management's publication, People Dynamics, Taylor said line managers daily had to deal with many employees covered by the Basic Conditions of Employment Act, who felt “I am entitled to my 10 days a year”.

Taylor said a simplistic analysis of sick leave could generate three categories of sick absenteeism:

☐ Genuine illness which prevented employees reasonably from performing their tasks;
☐ Mild or even psychosomatic illnesses not justifying absence; and
☐ Deliberate, unjustified absenteeism for reasons other than illness.

“Clearly the intention of the Act and the employer is to provide 30 days' sick leave (36 for a six-day week) in a three-year cycle for the first category only.

“Serious accidents or prolonged illnesses can devastate the earnings of an individual who has fully utilised the available sick leave provisions — frequently at a time when income is most needed.”

He said statistics were drawn from the medical aid claims of 1,4-million beneficiaries in southern Africa.

“Total claims received in some medical aids can average six to seven claims per family per month among white upper/middle-income employees. Consultations with GPs generally average 1.5 per family per month during winter peaks, falling by 30% during summer holidays.

“These claims are significantly lower both in volume and rand terms among black medical aid members as a factor caused largely by their comparatively limited access to Western medical facilities,” Taylor said.

He said these figures reflected actual visits, but could not specify whether sick leave was granted, or whether the visit was medically necessary.

“It has been speculated that up to 40% of consultations are not medically necessary.

“Medical practitioners would only be able to determine this after an examination of the patient, and are often subjected to patient pressure to provide a prescription and/or a sick note to justify the visit.”

Faced with the vagueness brought about by such factors as doctor-patient relationships and the practitioner not being compelled by the Medical Aid Schemes Act to stipulate diagnosis on the account, the employer had to rely on the Act.

The Act states that a medical certificate must simply reveal the “nature” of the incapacity.

While the employer could not compel the doctor to supply more information, insist on prognosis or force practitioners to complete questionnaires, he had the right to refuse to grant paid sick leave, despite a sick note.

He also had the right to investigate the validity of a doctor’s certificate; refer the employee to a company-appointed doctor; discipline for misconduct or dismiss for incapacity, Taylor said.
Workers plan to occupy premises

Wages deadlock bosses fired 1 000:

By Ike Motsapi

OVER 1 000 dismissed workers at Walter H Chipkins in Johannesburg were due to occupy the premises of the company and its subsidiary yesterday to demand that they be re-instated.

This decision was announced at a press conference held at the Johannesburg offices of the South African Commercial Catering and Allied Workers Union (Saccawu).

The targeted company is in Industria and its subsidiary, Patleys, is in Fordsburg.

The dismissed workers are all members of Saccawu. Saccawu has also enlisted the help of other affiliates of the Congress of South African Trade Unions to help it with its mass action campaign against Fred Smolllan Company where its more than 100 members have been on strike since August 21.

Wage increase

Workers at Fred Smolllan demand a wage increase of R160 a month and a guaranteed 40-hour week for all employees. Management has instead offered to cut wages and working hours by a third from 45 hours to 30 hours a week.

Yesterday, Ms Suzanna Harvey of Saccawu's legal unit said the union decided to embark on this action because "the bosses in collaboration with the Industrial and Supreme Courts" were insensitive to the plight of workers.

Harvey said the 1 000 members of Saccawu were dismissed at Walter H Chipkins and Patleys on June 15 this year after a wage deadlock with the company.

Abuse workers

Harvey added: "The company then dismissed our members under the pretext of retrenchments. Bosses are allowed by the courts to abuse workers and go free.

"The recent Supreme Court ruling against the National Union of Metalworkers of South Africa versus the Steel Engineering Industries Federation of South Africa has set a precedent that is going to make it difficult for workers to fight for their rights.

"We ask ourselves why the Labour Relations Act was instituted when courts have the powers to overturn it," Harvey said.
KLERASINYWERDING, KAAP: HERBEKRAGTING VAN DIE OOREENKOMS VIR DIE PLATTE-LANDESE GEBIEDE

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannaekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepaling van die Ooreenkomse wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkomse aangegaan het en vir die werkgewers en werknamers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepaling van genoemde Ooreenkomse, uitgesonderd dié vervat in klusules 1 (1) (a), 2, 3 en 8 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir alle ander werkgewers en werknamers 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 klusule 1 van genoemde Ooreenkomse gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannaekrag.

BYLAE
NYWERHEIDSRAAD VIR DIE KLERASINYWERDING (KAAP)
OOREENKOMS
ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die
Cape Clothing Manufacturers' Association
(hierdie die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die
South African Clothing and Textile Workers' Union
(hierdie die "werknamers" of die "vakvereniging" genoem), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Klerasinywerdheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS
(1) Hierdie Ooreenkom moet in die Klerasinywerdheid nagekom word—
(a) deur die werkgewers en die werknamers wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is;
(b) in die landdrosdistrict George,
(2) Ondanks subklusule (1), is hierdie Ooreenkom—
(e) slegs van toepassing op werknamers vir wie lone in hierdie Ooreenkom voorgeskryf word;

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE
INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)
AGREEMENT
in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the
Cape Clothing Manufacturers' Association
(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the
South African Clothing and Textile Workers' Union
(hereinafter referred to as the "employees" or the "trade union"), of the other part,
being the parties to the Industrial Council for the Clothing Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT
(1) The terms of this Agreement shall be observed in the Clothing Industry—
(a) by the employers and employees who are members of the employers' organisations and the trade union, respectively;
(b) in the Magisterial District of George.
(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—
(a) only apply in respect of employees for whom wages are prescribed in this Agreement;
GOVERNMENT GAZETTE, 11 SEPTEMBER 1992
No. 14267
27

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lonne meer as R19 996 per jaar bedra;
(c) nie van toepassing nie op werkgewers en werknemers wat betrokke is by of in diens is in die Bril-afdeling.

2. KLOUSULE 2: GELDIGHEIDSDDUUR VAN OOREENKOMS

Vervang klousule 2 deur die volgende:

"Hierdie Ooreenkoms treed in werking op die datum wat die Minister van Mannekrag kragtens artikel 48 (1) van die Wet vasstel en bly van krug tot 30 Junie 1993."

3. SPESIALE BEPALINGS

Die bepaling soos vervat in klousules 5 (4) (h), 14 (2), 23, 24, 27, 31–33 van die Ooreenkomse gepubliseer in Gouwer-

4. ALGEMENE BEPALINGS

Die bepaling soos vervat in klousules 3–5 (4) (g), 5 (4) (i)—14 (1), 15—22, 25, 28—30 van die Vorige Ooreenkomse soos verder verleng, hernieu, gewysig of herbekrachtig van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

5. KLOUSULE 4: LONE

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

"(1) Die minimum lone wat betaal moet word aan en aangeenem mag word deur die ondergenoemde klasse werknemers, onderhewig aan die bepalinge van hierdie Ooreenkom, is soos volg:

<table>
<thead>
<tr>
<th>Deel A: Ontwerp- en Snyafdeling</th>
<th>Loon per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hoofsnpern.......................</td>
<td>362,00</td>
</tr>
<tr>
<td>Patroonmaker:....................</td>
<td></td>
</tr>
<tr>
<td>(a) Gekwalifieer.................</td>
<td>362,00</td>
</tr>
<tr>
<td>(b) Leerling:....................</td>
<td></td>
</tr>
<tr>
<td>Eerste jaar.....................</td>
<td></td>
</tr>
<tr>
<td>Eerste ses maande ondervinding</td>
<td>211,00</td>
</tr>
<tr>
<td>Tweede ses maande ondervinding</td>
<td>233,50</td>
</tr>
<tr>
<td>Tweede jaar.....................</td>
<td></td>
</tr>
<tr>
<td>Eerste ses maande ondervinding</td>
<td>257,00</td>
</tr>
<tr>
<td>Tweede ses maande ondervinding</td>
<td>280,50</td>
</tr>
<tr>
<td>Derde jaar.....................</td>
<td></td>
</tr>
<tr>
<td>Eerste ses maande ondervinding</td>
<td>306,00</td>
</tr>
<tr>
<td>Tweede ses maande ondervinding</td>
<td>331,50</td>
</tr>
<tr>
<td>Daarna die loon voorgeskryf in (a), d.w.s:</td>
<td>382,00</td>
</tr>
<tr>
<td>Patroongraduerer:..............</td>
<td></td>
</tr>
<tr>
<td>(a) Gekwalifieer.................</td>
<td>307,00</td>
</tr>
<tr>
<td>(b) Leerling:....................</td>
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</tr>
<tr>
<td>Eerste jaar.....................</td>
<td></td>
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<tr>
<td>Eerste ses maande ondervinding</td>
<td>196,00</td>
</tr>
<tr>
<td>Tweede ses maande ondervinding</td>
<td>211,00</td>
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</tbody>
</table>

Part A: Design and Cutting Department

<table>
<thead>
<tr>
<th>Wage per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Head cutter:..................................</td>
</tr>
<tr>
<td>Pattern Maker:...............................</td>
</tr>
<tr>
<td>(a) Qualified................................</td>
</tr>
<tr>
<td>(b) Learner: First year.....................</td>
</tr>
<tr>
<td>First six months of experience...............</td>
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<tr>
<td>Second six months of experience..............</td>
</tr>
<tr>
<td>Second year..................................</td>
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<tr>
<td>First six months of experience...............</td>
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<tr>
<td>Second six months of experience..............</td>
</tr>
<tr>
<td>Third year....................................</td>
</tr>
<tr>
<td>First six months of experience...............</td>
</tr>
<tr>
<td>Second six months of experience..............</td>
</tr>
<tr>
<td>Thereafter, the wage specified in (a), i.e.: 382,00</td>
</tr>
<tr>
<td>Pattern Grader:.............................</td>
</tr>
<tr>
<td>(a) Qualified................................</td>
</tr>
<tr>
<td>(b) Learner: First year.....................</td>
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<tr>
<td>First six months of experience...............</td>
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<td>Second six months of experience..............</td>
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<tr>
<td>Tweede jaar</td>
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<td>Eerste ses maande ondervinding</td>
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<td>Tweede ses maande ondervinding</td>
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<td>Derde jaar</td>
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<td>Eerste ses maande ondervinding</td>
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<td>Tweede ses maande ondervinding</td>
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<tr>
<td>Daarna die loon voorgeskryf in (a), d.w.s</td>
</tr>
<tr>
<td>Snyer, smylaagpatroonpleier:</td>
</tr>
<tr>
<td>(a) Gekwalificeer</td>
</tr>
<tr>
<td>(b) Leerling</td>
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<tr>
<td>Eerste jaar</td>
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<tr>
<td>Eerste ses maande ondervinding</td>
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<td>Eerste ses maande ondervinding</td>
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<td>Tweede ses maande ondervinding</td>
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<tr>
<td>Daarna die loon voorgeskryf in (a), d.w.s.</td>
</tr>
<tr>
<td>Tussenvoeringsnyer, voeringverker, leersnyer en desnyer:</td>
</tr>
<tr>
<td>(c) Gekwalificeer</td>
</tr>
<tr>
<td>(b) Leerling</td>
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<tr>
<td>Eerste jaar</td>
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<tr>
<td>Eerste ses maande ondervinding</td>
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<td>Tweede jaar</td>
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<tr>
<td>Eerste ses maande ondervinding</td>
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<tr>
<td>Tweede ses maande ondervinding</td>
</tr>
<tr>
<td>Daarna die loon voorgeskryf in (a), d.w.s.</td>
</tr>
<tr>
<td>(c) Indien bevorder tot leerlingsnyer:</td>
</tr>
<tr>
<td>Eerste ses maande na datum van bevordering</td>
</tr>
<tr>
<td>Tweede ses maande na datum van bevordering</td>
</tr>
<tr>
<td>Daarna die loon vir 'n gekwalificeerde snyer voorgeskryf, d.w.s.</td>
</tr>
<tr>
<td>Laagopleier:</td>
</tr>
<tr>
<td>(a) Gekwalificeer</td>
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<tr>
<td>(b) Leerling</td>
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<tr>
<td>Eerste jaar</td>
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<tr>
<td>Eerste ses maande ondervinding</td>
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<td>Tweede ses maande ondervinding</td>
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<td>Tweede jaar</td>
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<tr>
<td>Eerste ses maande ondervinding</td>
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<tr>
<td>Daarna die loon voorgeskryf in (a), d.w.s.</td>
</tr>
<tr>
<td>(c) Indien bevorder tot leerlingsnyer:</td>
</tr>
<tr>
<td>Eerste ses maande na datum van bevordering</td>
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<tr>
<td>Tweede ses maande na datum van bevordering</td>
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<tr>
<td>Daarna die loon vir 'n gekwalificeerde snyer voorgeskryf, d.w.s.</td>
</tr>
<tr>
<td>Persnyer:</td>
</tr>
<tr>
<td>(a) Gekwalificeer</td>
</tr>
<tr>
<td>(b) Leerling</td>
</tr>
<tr>
<td>Eerste jaar ondervinding</td>
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<tr>
<td>Tweede jaar ondervinding</td>
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<tr>
<td>Daarna die loon voorgeskryf in (a), d.w.s.</td>
</tr>
<tr>
<td>Natrekker:</td>
</tr>
<tr>
<td>(a) Gekwalificeer</td>
</tr>
<tr>
<td>(b) Leerling</td>
</tr>
<tr>
<td>Eerste jaar ondervinding</td>
</tr>
<tr>
<td>Tweede jaar ondervinding</td>
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<tr>
<td>Tweede jaar</td>
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<tr>
<td>Eerste ses maande ondervinding</td>
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<td>Tweede ses maande ondervinding</td>
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<tr>
<td>Clicker:</td>
</tr>
<tr>
<td>(a) Gekwalificeer</td>
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<tr>
<td>(b) Leerling</td>
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<tr>
<td>Eerste jaar ondervinding</td>
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<tr>
<td>Tweede jaar ondervinding</td>
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<tr>
<td>Daarna die loon voorgeskryf in (a), d.w.s.</td>
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<tr>
<td>Tracer:</td>
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<tr>
<td>(a) Gekwalificeer</td>
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<tr>
<td>(b) Leerling</td>
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<tr>
<td>Eerste jaar ondervinding</td>
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<td>Tweede jaar ondervinding</td>
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<td>Tweede jaar</td>
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<tr>
<td>Eerste ses maande ondervinding</td>
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<td>Tweede ses maande ondervinding</td>
</tr>
</tbody>
</table>
**GOVERNMENT GAZETTE, 11 SEPTEMBER 1992**

**Part B: Factory Operatives**

<table>
<thead>
<tr>
<th>Grade A employee:</th>
<th>Wage per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Qualified</td>
<td>196,00</td>
</tr>
<tr>
<td>(b) Learner:</td>
<td></td>
</tr>
<tr>
<td>First year</td>
<td></td>
</tr>
<tr>
<td>First six months of experience</td>
<td>158,50</td>
</tr>
<tr>
<td>Second six months of experience</td>
<td>167,50</td>
</tr>
<tr>
<td>Second year</td>
<td></td>
</tr>
<tr>
<td>First six months of experience</td>
<td>176,50</td>
</tr>
<tr>
<td>Thereafter, the wage specified in (a), i.e.</td>
<td>196,00</td>
</tr>
<tr>
<td>Grade B employee:</td>
<td></td>
</tr>
<tr>
<td>(a) Qualified</td>
<td>196,00</td>
</tr>
<tr>
<td>(b) Learner:</td>
<td></td>
</tr>
<tr>
<td>First year</td>
<td></td>
</tr>
<tr>
<td>First six months of experience</td>
<td>158,50</td>
</tr>
<tr>
<td>Second six months of experience</td>
<td>167,50</td>
</tr>
<tr>
<td>Second year</td>
<td></td>
</tr>
<tr>
<td>First six months of experience</td>
<td>176,50</td>
</tr>
<tr>
<td>Thereafter, the wage specified in (a), i.e.</td>
<td>196,00</td>
</tr>
</tbody>
</table>

| Grade C employee:  |               |
| (a) Qualified      | 174,00        |
| (b) Learner:       |               |
| First year         |               |
| First six months of experience | 155,00 |
| Second six months of experience | 160,50 |
| Thereafter, the wage specified in (a), i.e. | 174,00 |
| Underpresse, blocker: |            |
| (a) Qualified      | 176,50        |
| (b) Learner:       |               |
| First year         |               |
| First six months of experience | 151,00 |
| Second six months of experience | 156,50 |
| Second year        |               |
| First six months of experience | 163,00 |
| Thereafter, the wage specified in (a), i.e. | 176,50 |

**Part A: Factory Operatives**

<table>
<thead>
<tr>
<th>Grade A employee:</th>
<th>Wage per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Qualified</td>
<td>233,50</td>
</tr>
<tr>
<td>(b) Learner:</td>
<td></td>
</tr>
<tr>
<td>First year</td>
<td></td>
</tr>
<tr>
<td>First six months of experience</td>
<td>211,00</td>
</tr>
<tr>
<td>Second six months of experience</td>
<td>233,50</td>
</tr>
<tr>
<td>Second year</td>
<td></td>
</tr>
<tr>
<td>First six months of experience</td>
<td>257,00</td>
</tr>
<tr>
<td>Second six months of experience</td>
<td>290,50</td>
</tr>
<tr>
<td>Thereafter, the wage specified in (a), i.e.</td>
<td>382,00</td>
</tr>
</tbody>
</table>

**Part C: Factory Operatives**

| Grade C employee:  |               |
| (a) Qualified      | 174,00        |
| (b) Learner:       |               |
| First year         |               |
| First six months of experience | 155,00 |
| Second six months of experience | 160,50 |
| Thereafter, the wage specified in (a), i.e. | 174,00 |

**Part D: Factory Operatives**

| Grade C employee:  |               |
| (a) Qualified      | 176,50        |
| (b) Learner:       |               |
| First year         |               |
| First six months of experience | 176,50 |
| Second six months of experience | 196,00 |
| Thereafter, the wage specified in (a), i.e. | 233,50 |

**Part E: Factory Operatives**

| Grade C employee:  |               |
| (a) Qualified      | 176,50        |
| (b) Learner:       |               |
| First year         |               |
| First six months of experience | 176,50 |
| Second six months of experience | 196,00 |
| Thereafter, the wage specified in (a), i.e. | 233,50 |
6. KLOUSULE 26: SIEKEFONDS

(1) In subklousule (4) vervang paragraaf (a), (b) en (c) deur die volgende:

"(a) Vir die doel van sodanige Fonds moet elke werkgewer, behoudens subklousule (13), elke week van die loon van elkeen van sy werknemers vir die minimum lone in hierdie Ooreenkoms voorgeskryf word en was gedurende 'n week gewerk het, afgesien van die tyd alduis gewerk (hierna 'n 'bydraer' genoem), die volgende bedrag aftrek:

<table>
<thead>
<tr>
<th>Groep 1</th>
<th>In die geval van 'n bydraer wat 'n loon van minder as R205,00 per week ontvang: R3,70;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Groep 2</td>
<td>In die geval van 'n bydraer wat 'n loon van R205,00 per week en meer ontvang: R4,70.</td>
</tr>
</tbody>
</table>

(b) Werkgever se bydrae: 'n Werkgever moet elke week ten opsigte van elke bydraer van wie se loon 'n aftrekking ingevolge (a) hierbo gemaak moet word, 'n gelyke bydrae bydra.

(c) Die totale bydrae wat die werkgever se bydrae en die bydrae se bydrae verteenwoordig, moet maandelikse deur die werkgever aangestuur word aan die Sekretaris van die Raad in die vorm van Aanhangsel G van hierdie Ooreenkoms en werk voor of op die 14de dag van elke maand wat volg op die maand waarop genoemde bydrae betrekking het.".

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

"(h) Die werkgever moet die Fonds elke week in kennis stel, volgens die voorskrif vervat in klousule 16 (4) van hierdie Ooreenkoms, van elke bydra wat sonder besoldiging vier of meer agtereenvolgende betaalklike afwasig was.".

(2) In subklousule (10) vervang die uitdrukking "R. 2328 van 27 Oktober 1989" deur die uitdrukking "R. 2087 van 31 Augustus 1990".

6. CLAUSE 26: SICK FUND

(1) In subclause (4), substitute the following for paragraphs (a), (b) and (c):

"(a) For the purpose of such Fund, every employer shall, save as provided in subclause (13), each week deduct from the wages of each of his employees for whom minimum wages are prescribed in this Agreement and who has worked during any week, irrespective of the time so worked (hereinafter referred to as "contributor") the following amount:

<table>
<thead>
<tr>
<th>Group 1</th>
<th>In the case of a contributor earning a wage of less than R205,00 per week: R3,70;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 2</td>
<td>In the case of a contributor earning a wage of R205,00 per week and more: R4,70.</td>
</tr>
</tbody>
</table>

(b) Employer's contribution: An employer shall each week in respect of each contributor from whose wages deductions are due in terms of (a) above, contribute an equal amount.

(c) The total sum representing the employer's contributions and the contributor's contributions shall be forwarded monthly by the employer, but not later than the 14th day of each month following the month to which such contributions relate, in the forms of Annexure G to this Agreement, to the Secretary of the Council.".

(2) Substitute the following for subclause (4) (h):

"(h) The employer shall each week notify the Fund of all contributors who have been absent without pay for four or more consecutive pay weeks in the manner prescribed in clause 16 (4) of this Agreement."."
GOVERNMENT GAZETTE, 11 SEPTEMBER 1992
No. 14267 31

(3) Voeg die volgende by subklousule (5):

"(c) Klamvoordele:

(i) 'n Afsonderlike kramvoordeelroening word ingestel waaruit alle kramvoordeelbetalings gemaak moet word.

(ii) Die kramvoordeelroening moet soos volg gefinansier word:

(aa) 'n Gedeelte van die totale Siekefondsbydrae moet in die kramvoordeelroening inbetaal word.

(bb) Die gedeelte wat in die kramvoordeelroening inbetaal word, verteenwoordig gelyke bydraes van die werkgever en bydraer teen 'n koers van 35c elk per week.

(iii) Behoudens die bepaalings van hierdie Ooreenkoms is 'n vroulike bydraer wat-

(aa) deurlopend bydraas tot die Siekefonds gemaak het vir minstens twee jaar; en

(bb) deurlopend in die Nyerweld in diens was vir minstens twee jaar;

op die datum waarop sy ophou werk as gevolg van haar swangerskap, geregistreer op die kramvoordeelroening soos bepaal in paragraaf (v) hieronder.

(iv) Vir die toepassing van hierdie subklousule word nie-bydraende tydperke as gevolg van siekte en/of korttyd beskou as bydraande tydperke.

(v) 'n Werknemer wat geregistreer is op die kramvoordeel, ontvang 'n enkelbedragbetaling van die kramvoordeelroening gelyk aan 25% van sodanige werknemer se weeklikse loon ten tyde van diensttakking vanweë haar swangerskap, vermenigvuldig met 13. Met dien verstande dat geen sodanige betaling aan die werknemer gemaak moet word—

(aa) vroeër as vier weke voor die verwagte datum van haar bevalling nie, en die verwagte datum van bevalling moet vasgestel word deur 'n resente medische sertifikaat geteken deur 'n mediese praktisiein waarop die aantal weke swangerskap en die verwagte datum van die bevalling aangedui word; of

(bb) in die geval van 'n vroeggebore baby wat lewendig is by geboorte nie, tensy sy 'n geboorteertekenaar verstrekk; of

(cc) ten opsigte van 'n miskraam, aborsie of doodgebore baby gedurende die eerste 35 weke van swangerskap nie; of

(dd) indien haar diens beëindig word vroeër as die 22ste week van haar swangerskap nie; of

(ee) indien die werknemer te sterwe kom voordat sy die voorloepse oopreg wat haar toekom ingevoeg verderheeft subklousule, tot tyd en wyl die Meester van die Hooggeregshof besluit het aan wie die voorloepse betaal moet word nie."

(d) Hernommer die bestaande subklousule "(15)" om te lê "(16)".

(5) Voeg die volgende nieue subklousule (15) in:

"(15) Die Komitee moet van tyd tot tyd besluit oor die vorm en wyse waarop elke ingestel en voordeel betaal moet word ingevolge hierdie klousule." 7. KLOUSULE 30: KRAMVERLOF

Vervang hierdie klousule deur die volgende:

"30. KRAMVERLOF

(1) Behoudens die bepalings van hierdie Ooreenkoms is 'n vroulike werknemer—

(a) wat deurlopend minstens twee jaar vir dieselfde werkgever gewerk het; en

(b) wie se werkgever deurlopend minstens twee jaar by die Raad geregistreer was;

tot en met die datum van aanvang van haar kramverlof, geregistreer op kramverlof van hoogstens ses maande vir elke swangerskap.

(3) Add the following to subclause (5):

"(c) Maternity benefits:

(i) A separate maternity benefit account shall be established from which all maternity benefit payments shall be made.

(ii) The maternity benefit account shall be financed as follows:

(aa) A portion of the total Sick Fund contributions shall be paid into the maternity benefit account.

(bb) The portion to be paid to the maternity benefit account shall be equal contributions from the employer and the contributor at the rate of 35c per week each.

(iii) Subject to the provisions of this Agreement a female contributor who—

(aa) has continuously contributed to the Sick Fund for no less than two years; and

(bb) has continuously been employed in the Industry for no less than two years; as at the date of ceasing employment because of her pregnancy shall be entitled to the maternity benefits set out in paragraph (v) below.

(iv) For purposes of this subclause non-contributing periods owing to illness and/or short time shall be deemed as periods of contribution.

(v) Any employee who is entitled to maternity benefits shall receive a lump sum payment from the maternity benefit account equal to 25% of such employee's weekly wage earned at the time of ceasing employment because of her pregnancy, multiplied by 13: Provided that no such payment shall be made to the employee—

(aa) earlier than 4 weeks prior to the expected date of her confinement; the expected date of her confinement shall be determined by a recent medical certificate signed by a medical practitioner indicating the number of weeks of pregnancy and the expected date of confinement; or

(bb) in the event a prematurely born child which is alive at birth, unless she produces a birth certificate; or

(cc) in respect of a miscarriage, abortion or still-born child that occurs during the first 35 weeks of pregnancy; or

(dd) if her employment terminates prior to the 22nd week of pregnancy; or

(ee) if the employee dies prior to claiming the benefit due to her in terms of this subclause, until such time as the Master of the Supreme Court has decided to whom such benefit should be paid."

(4) Renummer subclause "(15)" to read "(16)".

(5) Insert the following new subclause (15):

"(15) The Committee shall decide from time to time on the form and manner in which claims shall be lodged and benefits paid in terms of this clause." 7. CLAUSE 30: MATERNITY LEAVE

Substitute the following for this clause:

"30. MATERNITY LEAVE

(1) Subject to the provisions of this Agreement a female employee who—

(a) has continuously worked for the same employer for no less than two years; and

(b) whose employer has been continuously registered with the Council for no less than two years; as and at the date of commencing her maternity leave shall be entitled to maternity leave not exceeding six months for any one pregnancy."
(2) Alle regte en pilgte wat die werkgewer en die werknemer het ingevolge die dienskontrak, moet opgeskort word gedurende die tydperk van kraamverlof en die werknemer mag geen voordeel gedurende hierdie tydperk nie, behalwe dat—

(a) indien sy voldoen het aan subklusule (3) (a), (b), (c) en (d) hieronder, haar diens as ononderbroeka beskou moet word;

(b) die werkgewer voorts—in die geval van 'n bydraar tot die Siekeloends, alle bydraes tot die Siekeloends soos bepaal in die Ooreenkoms van die Plattelandse Gebede van die Raad, gepubliseer by Goewermentskennisgawe No. R. 1375 van 1 Julie 1983, en in die geval van 'n bydraar tot die Voorsorgfonds alle bydraes tot die Voorsorgfonds soos bepaal in die VoorsorgfondsOoreenkoms, gepubliseer by Goewermentskennisgawe No. R. 678 van 31 Maart 1983, of ingevolge die ooreenstemmende bepalings van alle wysigings van genoemde Ooreenkoms—moet betaal ten opsigte van homself en die werknemer wat met kraamverlof is, terwyli die werknemer met sodanige voorlof is en total—

(i) die werknemer die bepalings van hierdie Ooreenkoms verbytrek deur te versou om haar werkgewer in kennis te stel van die voorgenoemde datum van haar terugkeer na haar werk soos bepaal in subklusule (3) (b) hieronder, tenys goeie rede aangevoer word vir versuis in dit verband; of

(ii) die werknemer die bepalings van hierdie Ooreenkoms verbytrek deur te versou om na haar werk terughu keer op die datum soos bepaal in subklusule (3) (a) en (b) hieronder, tenys goeie rede aangevoer word vir versuis in dit verband; of

(iii) die werknemer na haar werk terugkeer;

wat ook al eerste gebeur.

(3) By verskyning van die tydperk van kraamverlof is die werknemer geregteg om werk te hervat in 'n identiese of soortgelike betrekking, maar een wat nie minder gunstig is nie as die een wat sy bekiere het voordat sy kraamverlof geneem het. Hierdie verpligting wat op die werkgewer rus om die werknemer weer in diens te neem, is onderworpe daar aan en op voorwaarde dat die werknemer aan die volgende voldoen het:

(a) Deur die vorm voorgeskryf in Aanhangsel N van hiede Ooreenkoms minstens een maand voor die datum waarop sy met kraamverlof gaan, in te vul: Met hierdie verstaan dat hierdie vereiste nie van toepassing is in die geval van 'n werkgewer wat vroeër as verwag gevolg van mediese redes moet ophou werk nie; en

(b) deur haar werkgewer minstens vier weke vooraf in kennis te stel van die datum waarop sy van plan is om na haar werk terug te keer daur die vorm voorgeskryf in Aanhangsel O van hierdie Ooreenkoms in te vul of deur enige ander skriftelike kennisgawe, en die vorm van kennisgawe op geregistreerde pos aan die werkgewer te stuur of deur die vorm of kennisgawe af te lewer of te laat aflever aan 'n verantwoordelike beambte van haar werkgewer en skriftelike erkennings van ontvangs daar vir te verkry; en

(c) deur terug te keer na haar werk en haar gewone pilgte te hervat op die datum bepaal in Aanhangsel N, of deur goeie rede te verstreken waarom dit nie moontlik was om op die bepaalde datum terug te keer nie; en

(d) deur haar kraamverlof nie vroeër nie as op 22 weke swangerskap te begin en terug te keer na haar werk binne die tydperk van ses maande of, indien die kraamverloftydperk gedurende die werkgewer se jaarlikse verloftydperk verstryk, of waar die datum van terugkeer op 'n openbare vakansiedag val, deur na haar werk terug te keer op die eerste werkdag na die jaarlikse verloftydperk of die openbare vakansiedag.

(4) Behoudens die bepalings van hierdie Ooreenkoms mag geen werkgewer van 'n vroeëre werknemer vereis of haar toelaat om werk te hervat gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling 'n aanvang neem en wat agte weke na die datum van haar bevalling verstryk nie.

(2) During the period of maternity leave all the rights and obligations that the employee and the employer may have under the employment contract shall be suspended and no benefit shall accrue to the employee during this period except that—

(a) provided she has complied with subclause (3) (a), (b), (c) and (d) hereunder, her service will be regarded as uninter rupted;

(b) the employer shall continue to pay—in the case of a Sick Fund contributor, all Sick Fund contributions as provided for in the Agreement for the Country Areas of the Council, published under Government Notice No. R. 1375 of 1 July 1983; and, in the case of a Provident Fund contributor, all Provident Fund contributions as provided for in the Provident Fund Agreement, published under Government Notice No. R. 678 of 31 March 1983, or the corresponding provisions of any amendments to such Agreements—in respect of himself and of any employee on maternity leave while such employee is on such leave and until—

(i) the employee breaches the provisions of this Agreement by failing to notify her employer of her intended date of return to work as provided for in subclause (3) (b) below, unless good cause for such failure is shown; or

(ii) the employee breaches the provisions of this Agreement by failing to return to work on the date as provided for in subclause (3) (a) and (b) below, unless good cause for such failure is shown; or

(iii) the employee return to work;

whichever occurs first.

(3) At the end of the period of maternity leave the employee shall be entitled to resume her work in a position identical or similar, but not less favourable, to the one which she held prior to her taking maternity leave. This obligation on the employer to re-engage the employee is subject to, and conditional upon the employee having complied with the following:

(a) By completing a form identical to Annexure N to this Agreement at least one month before the date of commence ment of her maternity leave: Provided that this requirement shall not apply in the event of the employee having to stop work owing to medical reasons, earlier than anticipated; and

(b) by notifying her employer at least four weeks prior to her intended date of return to work of her intention to so return to work by completing a form identical to Annexure O of this Agreement, or by any other written notice, and forwarding such form or notice to his employer by registered mail or by delivering such notice or form to a responsible officer of the employer and obtaining a written acknowledgement of receipt thereof; and

(c) by returning to work and resuming her normal duties on the date stipulated in Annexure N or by showing good cause why it was not possible to return to work on the stipulated date; and

(d) by commencing her maternity leave not earlier than at 22 weeks of pregnancy and returning to work within the six month period or, where the maternity leave period expires during the employer's annual leave period or the return day falls on a public holiday, by returning to work on the first working day after the annual leave period or the public holi day.

(4) Subject to the provisions of this Agreement, no employer shall require or permit any female employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement.
(5) 'n Werkgever is geregtig om 'n poe tot vu wat vakant geraak het as gevolg van 'n werknemer wat met kraamverlof is, deur 'n ander persoon in diens te neem op 'n vasttermynkontraktsgrondsag totdat die werknemer wat met kraamverlof is, na haar werk terugkeer. Die vasttermynkontrak moet die voorskrifte bevat soos uiteengestel in Aanhangsel P van hierdie Ooreenkoms en moet onderteken word deur die werkgever en die werknemer wat ingevolge dié vasttermynkontrak in diens geneem word. Laasgenoemde moet bevol- dig word volgens die skaal voorgestryf in hierdie Ooreen- koms vir die klas werk waarvoor hy in diens geneem is nie."

(6) Ofskoon die dienskontrak van 'n werknemer beëindig kan word indien sy versuim om te voldoen aan die bepalings van subklousule (3) (a), (b), (c) en (d) hierbo, verander sodanige diensbeëindiging geensins die tydelike aard van die dienskontrak van enige ander werknemer wat in haar plek in diens geneem is nie."

8. KLOUSULE 33: WERKWINTELKONVERSIE- WOORDIGERS

(1) Vervang subklousule (3) deur die volgende:

"(3) Werkwinkelverteenvoordigers wat deur 'n werkgever erken word, is geregtig op drie dae betaalde verlof per jaar met die doel om opleiding kursusse vir werkwinkelvert- eenwoordigers by te woon waar genoemde bywoning binne gewone werkure van. Met dien verstande dat 'n skopas van elke sodanige opleidingskursus by die werkgewersorganisasies ingediens is."

(2) Voeg die volgende nuwe subklousule (4) in:

"(4) Benewens die verlof in (3) hierbo toegestaan, is die werkwinwelkverteenvoordigers wat deur 'n werkgever erken word, geregtig op en het hulle toegang tot additionele betaalde verlof om aan vaakverenigingverpligtinge te wy. Die betaalde verlof hiervolgens moet bereken teen drie dae per jaar per werkwinwelkverteenvoordiger wat deur 'n werkgever erken word. Die additionele verlof aludes bereken ingevolge hierdie subklousule moet by elke baardispositie geroep word en die werkwinkelverteenvoordigers wat deur 'n werk- gewer erken word, is geregtig om die gepoolede additionele verlof te gebruik vir en toe te wys aan vaakverenigingverplig- tinge op enige wyse wat die vaakvereniging goed ag.""

9. AANHANGSEL G

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

Namens die partye op hede die 30ste dag van Januarie 1992 te Soutwrivier onderteken.

W. F. ALEXANDER,
Voorzitter van die Raad.

C. E. McCARTHY,
Ondervoorsitter van die Raad.

J. N. VAUGHAN,
Secretaris van die Raad.

(5) An employer shall be entitled to fill a position which has become vacant owing to an employee having gone on matern- ity leave by employing another person on a fixed-term con- tract until the return of the employee from maternity leave. The fixed-term contract shall contain the provisions set out in Annexure P to this Agreement and shall be signed by both the employer and the employee employed on a fixed-term contract. The latter shall be remunerated at the wage pre- scribed in this Agreement for the class in which he is employed.

(6) Although the contract of employment of an employee may be terminated if she fails to comply with the provisions of subclause (3) (a), (b), (c) and (d) above, such termination shall not in any way whatsoever change the temporary nature of the fixed-term contract of employment of any other employee who may have been employed to fill her position.".

8. CLAUSE 33: SHOP STEWARDS

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

"(3) Shop stewards recognised by an employer shall be entitled to three days' paid leave per annum to attend shop steward training courses when such attendance falls within normal working hours, provided an outline of each such training course has been lodged with the employers' organisations."

(2) Insert the following new subclause (4):

"(4) In addition to the leave granted in (3) above, shop stewards recognised by an employer shall be eligible for and have access to further paid leave to attend to trade union duties. The paid leave in terms hereof shall be calculated at three days per annum per shop steward recognised by an employer. At each establishment the additional leave generated in terms of this subclause shall be pooled and shop stewards recognised by an employer shall be entitled to use and allocate the additional leave so pooled to attend to trade union duties in any manner that the trade union deems fit.".

9. ANNEXURE G

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

Signed at Salt River, on behalf of the parties, this 30th day of January 1992.

W. F. ALEXANDER,
Chairman of the Council.

C. E. McCARTHY,
Vice-Chairman of the Council.

J. N. VAUGHAN,
Secretary of the Council.
DEPARTEMENT VAN MANNEKRAG
No. R. 2688  25 September 1992
WET OP ARBEIDSVERHOUINGE, 1956

ELEKTROTREGNISE AANEMINGSNYWERHEID,
TRANSVAAL: WYSIGING VAN HOOFOOOREN-
KOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby —

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van gencemeerde Wet, dat die bepalinge van die Wysigingsooreenkoms, uitgesonderd die vervat in klusules 1 (1) (a) en 3 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir alle ander werkgewers en werknemers as die 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 klusule 1 van die Wysigingsooreenkoms gespesifieer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

BLYAE

NYWERHEIDSRAAD VIR DIE ELEKTROTREGNISE AAN-
NEMINGSNYWERHEID

OOREENKOMS

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

Electrical Contractors’ Association (South Africa)
(hierna die “werkgewers” of die “werkgewersorganisasie” genoem), aan die een kant, en die

South African Electrical Workers’ Association
en die

Metal and Electrical Workers’ Union of South Africa
(hierna die “werknemers” of die “vakverenigings” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Elektrotregniese Aanemingsnywerheid.


DEPARTMENT OF MANPOWER
No. R. 2688  25 September 1992

LABOUR RELATIONS ACT, 1956

ELECTRICAL CONTRACTING INDUSTRY, TRANS-
VAAL: AMENDMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 30 June 1993, upon the employers’ organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL
CONTRACTING INDUSTRY

AGREEMENT

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

Electrical Contractor’s Association (South Africa)
(hereinafter referred to as the “employers” or the “employers’ organisation”), of the one part, and the

South African Electrical Workers’ Association
and the

Metal and Electrical Workers’ Union of South Africa
(hereinafter referred to as the “employees”, or the “trade unions”), of the other part, being the parties to the Industrial Council for the Electrical Contracting Industry,
DEEL I

ALGEMENE VOORWAARDES WAT DEURGAANS OP HIERDIE OOREENKOMS VAN TOEPASSING IS

1. GEBIED EN TOEPASSINGSBESTEK

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

(a) wat lede is van onderskeidelik die werkgewersorganisasie en die vakverenigings;

(b) wat betrokke is by of werksaam is in die Nywerheid in die provinsie Transvaal; en

(c) in die landdrosdistrikte Bloemfontein en Sasolburg.

(2) Ondanks subklousule (1) is die Ooreenkoms van toepassing op vakleerlinge en kweekelinge slegs vir sover dit nie strijdig is met die Wet op Mannekrapoeding, 1981, of met voorwaardes of kennisgewings wat daarkragtens voorgeskryf of bestel is nie.

(3) Vir die toepassing van hierdie Ooreenkoms word die "weeklike loonkaal" van vakleerlinge wat kragtens die Wet op Mannekrapoeding, 1981, voorgeskryf as, geeg die weekloon van sodanige werknemers te wees en is die "uurloon" die weekloon soos hierbo berakken, gedeel deur die getal gewone ure wat daar in die betrokke bedryfsnagting gewerk word.

2. ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtingsooreenkoms deur die volgende:

"4. ALGEMENE BEPALINGS

Klousule 3 tot en met 8 (2) (a) (vi), 8 (2) (b) tot en met 14, 15 (2) tot en met 17, 19 en met 33, 37 (1) en (2), 38 tot en met 40 van Deel I en klousule 1 tot en met 5 van Deel II van die Vorige Ooreenkoms, soos van tyd tot tyd gewysig, herbekragtig, verleng en/of hersien, is van toepassing op werkgewers en werknemers."

3. KLOUSULE 18: LEDEGELD VIR VAKVERENIGINGS EN WERKGEWERSORGANISASIEHEFFING

(1) Voeg die volgende aan die einde van subklousule (1) by:

"Met dien verstande dat indien 'n drywer, Elekonop 1 of arbeider lid word van een van die vakverenigings wat 'n party is by die Raad, en hy 'n ondertekende aftrekorderform by sy werkgewer indien, moet sodanige werkgewer elke week, met inbegrip van enige tydperk wat die werknemer met verloss is, die bedrag van die ledegeld aan die vakvereniging betaalbaar van sodanige werknemer seloon aftrek en die bedrag aktus aftrek, saam met die vorm deur die Raad voorgeskryf, aan die Sekretaris van die Raad stuur en wel voor of op die 15de dag van elke maand wat volg op die maand ten opsigte waarvan die bedrag afgetrek is."

(2) In subklousule (3), vervang die uitdrukking "Die S.A. Electrical Workers' Association" deur die uitdrukking "Die toepaslike vakvereniging".

DEEL II

4. KLOUSULE 4: OPGAVE VAN LONE EN VERDIENSTE

Vervang hierdie klousule deur die volgende:

"4. OPGAVE VAN LONE EN/OF VERDIENSTE

Geen laer lone as die onderstaande mag deur 'n werkgewer betaal of deur 'n werknemer aanvaar word nie:

PART I

GENERAL CONDITIONS APPLICABLE THROUGHOUT THIS AGREEMENT

1. AREA AND SCOPE OF APPLICATION

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

(a) who are members of the employers' organisation and the trade unions, respectively; and

(b) who are engaged or employed in the Industry in the Province of the Transvaal; and

(c) in the Magisterial Districts of Bloemfontein and Sasolburg.

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

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

2. GENERAL PROVISIONS

Substitute the following for clause 4 of the Re-enacting Agreement:

"4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 8 (2) (a) (vi), inclusive, 8 (2) (b) to 14, inclusive, 15 (2) to 17, inclusive, 19 to 33, inclusive, 37 (1) and (2), 38 to 40, inclusive, of Part I and clauses 1 to 5, inclusive, of Part II of the Former Agreement, as amended, re-enacted, extended and/or renewed from time to time shall apply to employers and employees.".

3. CLAUSE 18: TRADE UNION SUBSCRIPTIONS AND EMPLOYERS' ORGANISATION LEVY

(1) Add the following at the end of subclause (1):

"Provided that should a driver, Elekonop 1 or labourer become a member of one of the party trade unions and submit a signed stop order form to his employer, such employer shall deduct the amount of the subscription payable to the trade union from each employee's wages each week, including any period the employee is on leave, and forward the amount so deducted, together with the form prescribed by the Council, to the Secretary of the Council not later than the 15th day of each month following that in respect of which the deductions were made."

(2) In subclause (3) substitute the expression "The appropriate trade union" for the expression "The South African Electrical Workers' Association."

PART II

4. CLAUSE 4: SCHEDULE OF WAGES AND/OR EARNINGS

Substitute the following for this clause:

"4. SCHEDULE OF WAGES AND/OR EARNINGS

No employer shall pay and no employee shall accept wages at rates lower than the following:
No. R. 2689 25 September 1992

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNISE AANEMINGS- EN BEDIENINGSNYWERHEID (KAAP): WYSIGING VAN OOR-EENKOMS VIR DIE ELEKTROTEGNISE AANEMINGSSEKSEIE

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannelik, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkom (chierna die Wysigingsoor-eenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsoor-eenkoms aangegaan het en vir die werkgevers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsoor-eenkoms, uitgesonderd dié versat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir alle ander werkgevers en werknemers as die 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 Wysigingsoor-eenkoms gespesifieer.

G. M. E. CARELSE,
Adjunkminister van Mannelik.
BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIESE AAN-
NEMINGS-N-EN-BEDIENINGSNYWERHEID (KAAP)

OOREENKOMS VIR DIE AANEMINGSSEKSE

Ooreenkomstig die Wet op Arb Moordverhoudinge, 1956, geslui-
der en aangegaan tussen die

Electrical Contractors' Association (South Africa)
(hierna as die "werkgewers" of die "werkgewersorganisatie" genoem), aan die een kant, en die

Amalgamated Engineering Union of South Africa,
Metal and Electrical Workers Union of South Africa,

en

South African Electrical Workers' Association
(hierna as die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die party by die Nywerheidsraad vir die Elektrote-

gniese Aannemings-en-bedingingsnywerheid (Kaap),
tot wysiging van die Ooreenkom in publiseer in
Goewermentskennisgewing R. 971 van 13 Mei 1983, soos ver-

leng en gewysig in Goewermentskennisgewings R. 70 van 13 Januarie 1984, R. 1284 en R. 1285 van 29 Junie
1984, R. 1364 en R. 1365 van 21 Junie 1985, R. 1339 en
R. 1340 van 27 Junie 1986, R. 2453 en R. 2454 van 30 Oktober
1987, R. 806 en R. 807 van 21 April 1989, R. 727 en
R. 728 van 30 March 1990, R. 1637 van 13 Julie 1990,
R. 2406 van 12 Oktober 1990, R. 2778 van 22 November

DEEL I

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkom moet in die Elektrotegniese Aan-
nemings-en-bedingingsnywerheid (Kaap) nagekom word—

(a) deur alle werkgewers en werknemers wat lede van

ondersteek ial di werkgewersorganisasie en die

vakverenigings is;

(b) in die landrodsdistrikt Die Kaap, Wynberg [met be-
grip van die gedeelte van die landrodsdistrikt Somer-
set-West wat voor 9 Maart 1973 (Goewermentskennis-
gewing 173 van 9 Februarie 1973) binne die landrods-
distrikt Wynberg geval het, Simonstad, Goodwood en

Bellville; in die gedeeltes van die landrodsdistrikt

Malmesbury en Stellenbosch wat voor die publikasie

van onderskeidlik Goewermentskennisgewings 171 van

8 Februarie 1987 en 283 van 2 Maart 1982 binne die

landrodsdistrikt Bellville geval het en in die gedeelte

van die landrodsdistrikt Kuilsrivier wat voor die publikasie

van Goewermentskennisgewing 1683 van 7 Augustus

1987 binne die landrodsdistrikt Bellville geval het.

(2) Ondanks subklusule (1), is hierdie Ooreenkom van
toepassing op vakleerlinge en kweekklinge slegs so ver dit

nie strydig is met die Wet op Mannekragopleiding, 1981, of

met voorwaardes of kennisgewings wat daargestel voor-
gerksry of bestel is nie.

(3) Vir die toepassing van hierdie Ooreenkom word die

"weeklike lonnekas" wat vir vakleerlinge kragtig die Wet

op Mannekragopleiding, 1981, voorgestel is, gaag die

weekloon van sodanige werknemers te wees en is die "uur-

loos" die weekloon soos hierbo bereken, gedeel deur die
getal gewone ure wat daar in die betrokke bedryfsniniging

gewerk word.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL CON-
TRACTING AND SERVICING INDUSTRY (CAPE)

AGREEMENT FOR THE CONTRACTING SECTION

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

Electrical Contractors' Association (South Africa)
(hereinafter referred to as the "employers" or the "em-

ployers' organisation"), of the one part, and the

Amalgamated Engineering Union of South Africa,
Metal and Electrical Workers Union of South Africa,

and

South African Electrical Workers' Association
(hereinafter referred to as the "employees" or the "trade

unions"), of the other part,

being the parties to the Industrial Council for the Electrical
Contracting and Servicing Industry (Cape),

to amend the Agreement published under Government
Notice R. 971 of 13 May 1983, as extended and amended by
Government Notice R. 70 of 13 January 1984, R. 1284 and
R. 1285 of 29 June 1984, R. 1339 and R. 1340 of 21 June
2454 of 30 October 1987, R. 806 and R. 807 of 21 April 1989,
R. 727 and R. 728 of 30 March 1990, R. 1637 of 13 July
1990, R. 2406 of 12 October 1990, R. 2778 of 22 November

PART I

1. SCOPE OF APPLICATION

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

Electrical Contracting and Servicing Industry (Cape)—

(a) by all employers and employees who are members

of the employers' organisation and the trade unions

respectively;

(b) in the Magisterial Districts of The Cape, Wynberg [in-
cluding that portion of the Magisterial District of Somer-
set West which, prior to 9 March 1973 (Government
Notice 173 of 9 February 1973), fell within the Magiste-

rial District of Wynberg], Simon's Town, Goodwood

and Bellville; in those portions of the Magisterial

Districts of Malmesbury and Stellenbosch which, prior to

the publication of Government Notice 171 of 6 Feb-

ruary 1957 and 293 of 2 March 1982, respectively, fell

within the Magisterial District of Bellville and in that

portion of the Magisterial District of Kuils River which,

prior to the publication of Government Notice 661 of

19 April 1974, fell within the Magisterial District of Stellen-

bosch but which, prior to 2 March 1962, fell within the

Magisterial District of Bellville and in that portion of the

Magisterial District of Kuils River which prior to the pub-

lication of Government Notice 1683 of 7 August 1987

fell within the Magisterial District of Bellville.

(2) Notwithstanding the provisions of subclause (1) the
terms of this Agreement shall apply to apprentices and train-

ees only in so far as they are not inconsistent with the provi-

sions of the Manpower Training Act, 1981, or any conditions

prescribed or any notice served in terms thereof.

(3) For the purposes of this Agreement, the "weekly wage

rate" of apprentices prescribed under the Manpower Train-

ing Act, 1981, shall be taken to be the weekly wage of such

employees, and the "hourly rate" shall be the weekly wage

calculated as above, divided by the number of ordinary hours

worked in the establishment concerned.
2. KLOUSULE 19. ELEKTOEGNIESE ONTWIKKELINGS- EN OPLEIDINGSFONDS VAN DIE ELEKTOEGNIESE AANEMINGSGEWOENHEID—

In subklausule (1), vervang die uitdrukking "R2,00" deur die uitdrukking "R2,50".

DEEL II

3. KLOUSULE 4: OPGAWE VAN LONE EN VERDIENSTES

Vervang die bestaande loontabel deur die volgende:

"Loan per
uur
R
Meester-elektrisiën ............................... 15,88
Elektrisiën en ambagsman ...................... 13,03
Elkonop 3 ........................................ 9,73
Elkonop 2 ........................................ 9,21
Elkonop 1 ........................................ 6,18
Arbeider .......................................... 5,06
Drywer van 'n voertuig waarvan die onbelaste massa —
(a) hoogstens 5 500 kg is ........................... 5,47
(b) van 5 501 kg tot 9 000 kg is .............. 6,18
(c) 9 001 kg en meer is ........................... 7,04*.

Soos gemagtig, vir en namens die partye by die Raad, op hede die 11de dag van Junie 1992, te Kaapstad onderteken.

M. MILLER,
Voorsitter van die Raad.

M. BENNETT,
Ondervoorvater van die Raad.

G. J. J. VAN DER MERWE,
Sekretaris van die Raad.

No. R. 2698 25 September 1992

WET OP ARBEIDSVERHOUDINGE, 1956

BESKUITNYWERHEID VAN SUID-AFRIKA:
HERNUWING VAN OOREENKOMS


G. M. E. CARELSE,
Adjunktminister van Mannekrag.

No. R. 2699 25 September 1992

WET OP ARBEIDSVERHOUDINGE, 1956

BESKUITNYWERHEID VAN SUID-AFRIKA:
WYSIGING VAN OOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunktministe van Mannekrag, verklaar hierby —

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (nierna die Wysigingsoor- eenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming,
DEPARTEMENT VAN MANNEKRAG
No. R. 2580 11 September 1992
WET OP ARBEIDSVERHoudINGE, 1956
BOU-EN MONUMENTKLIMMESSELNYWERHEID, BLOEMFONTEIN: WYSIGING VAN HOOFDOOREENKOMS
Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—
(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsoor- eenkoms 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 datum van publikasie van hierdie kennis- gewing en vir die tydperk wat op 30 April 1993 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsoor- eenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsoor- eenkoms, uitgesonder die vervat in klosule 1 (1) (a) met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1993 eindig, bindend is vir alle ander werkgewers en werknemers as die genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onder- neming, Nywerheid, Bedryf of Beroep in die gebiede in klosule 1 van die Wysigingsoor- eenkoms gespesifieer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

BYLAE
NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(BLOEMFONTEIN)
OOREENKOMS
ooroekomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die
Bloemfontein Master Builders’ and Allied Trades Association
(hierna die “werkgewers” of die “werkgewersorganisasie” genoem), aan die een kant, en die
Amalgamated Union of Building Trade Workers of South Africa,
Building Industries Workers’ Union en
Blanke Bouwerkervakbond
(hierna die “werknemers” of die “vakverenigings” genoem), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Bounywerheid (Bloemfontein),

DEPARTMENT OF MANPOWER
No. R. 2580 11 September 1992
LABOUR RELATIONS ACT, 1956
BUILDING AND MONUMENTAL MASONRY INDUSTRY, BLOEMFONTEIN: AMENDMENT OF MAIN AGREEMENT
I, Glen Morris Edwin Carelse, Deputy 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 date of publication of this notice and for the period ending 30 April 1993, upon the employers’ organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and
(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the date of publication of this notice and for the period ending 30 April 1993, 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE
INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (BLOEMFONTEIN)
AGREEMENT
in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the
Bloemfontein Master Builders’ and Allied Trades Association
(hereinafter referred to as the “employers” or the “employers’ organisation”), of the one part, and the
Amalgamated Union of Building Trade Workers of South Africa,
Building Industries Workers’ Union and
White Building Workers’ Union
(hereinafter referred to as the “employees” or the “trade unions”), of the other part,
being the parties to the Industrial Council for the Building Industry (Bloemfontein),

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkom is moet in die Bou- en Monumentklimmengewenheid nagekom word —

(a) deur alle werkgevers wat lede is van die werkgewers-organisasie en alle werknemers wat lede is van die vakverenigings;

(b) in die landdrosdistrik Bloemfontein (met inbegrip van die gedeelte van Bloemfontein wat ingevolge Goewermentskennisgewing 1081 van 16 Mei 1990, by die distrik Bosho- belo ingelyf is).

(2) Ondanks subklousle (1) (a) is hierdie Ooreenkom —

(a) slegs van toepassing op dié klasse werknemers vir wie lone in hierdie Ooreenkom voorgekry word en op leerlingambassagene;

(b) van toepassing op vak leerlinge slegs vir sover dit nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragens aangedaan is of met voorwaardes wat daarkragens gestel is, onbestaanbaar is nie;

(c) van toepassing op kweekelinge slegs vir sover dit nie met die Wet op Mannekragopleiding, 1981, of met voorwaardes wat daarkragens gestel is, onbestaanbaar is nie;

(d) van toepassing op werkende vennote en werkende directeurs, principals en aanemers;

(e) nie van toepassing op persone wat betrokke is by die instillerings en/ of bedrywighede van elektriese lig- en verwarmings- of ander permanente vaste elektriese toebehore in geboue of deur die herstel of onderhoud van hyers in geboue wanneer sodanige werk deur 'n werkgever onderneem word wat onder die jurisdictie van 'n ander nywerheidsraad val nie;

(f) nie van toepassing nie op universiteitsstudente en gegradueerdes in die bouweeskuns, konstruktiewe- en toebehore, konstruktiewe- en toebehore personeel; en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding en leen van personeel en Werknemers;

(g) nie van toepassing op die Yster-, Staal-, Ingenieurs- en Metallurganse Nywerheid soos omskryf in paragraaf G van die Registrasiesertificaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurganse Nywerheid van Sul-Afrika nie;

(h) onderwors aan die bepaling van alle vaststellings gemaak deur die Nywerheidshof met betrekking tot die Bou- nywerheid en Meubelnywerheid.

2. KLOUSULE 4—LONE

(1) Vervang subklousle (1) deur die volgende:

"(1) Algemeen—Geen lone wat laer is as dié hieronder genoem, mag deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:

Stent per uur

(a) Ambagmane .................................................. 8 68
(b) Alle ander werknemers .................................. 2 20
(c) Alle ander werknemers ses maande of langer werk- saam by dieselfde werkgever .......................... 2 78."

(2) Vervang subklousle (5) deur die volgende:

"(5) Bywoningen_bonus: 'n Bywoningen_bonus van 23c per uur is betaalbaar aan alle ambagmanne en alle algemene werknemer wat in 'n bepaalde week minstens 40 uur werk het.

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Building and Monumental Masonry Industries—

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

(b) in the Magisterial District of Bloemfontein (including that portion of Bloemfontein which in terms of Government Notice 1081 of 18 May 1990, fell within the District of Botshabelo).

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

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

(b) apply to apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereafter;

(c) apply to trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions fixed thereafter;

(d) apply to working partners and working directors, principals and contractors;

(e) not apply to persons who are engaged in the installation and/or wiring of lighting, heating, or other permanent electrical fixtures in buildings or the repair or maintenance of lifts in buildings where such work is undertaken by an employer who falls under the jurisdiction of another industrial council;

(f) not apply to university students and graduates in building science, construction supervisors, construction surveyors and other such persons doing practical work as a part of their academic training, or to supervisory personnel;

(g) not include the Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa;

(h) be subject to the provisions of any determination by the Industrial Court in relation to the Building Industry and Furniture Industry.

2. CLAUSE 4—WAGES

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

"(1) General—No employer shall pay and no employee shall accept wages at rates lower than the following:

Cents per hour

(a) Artisan .......................................................... 8 68
(b) All other employees ...................................... 2 20
(c) All other employees in the employ of the same em- ployer for a period of six months or longer ........... 2 78."

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

"(5) Attendance bonus: An attendance bonus of 23c per hour shall be payable to all artisans and all general workers who were employed for at least 40 hours in one specific week."
### 3. KLOOSULE 20: AANVULLENDE BESOLDING EN BYDRAES

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

<table>
<thead>
<tr>
<th>Werknemers</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
<th>K</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alle werknemers wat R6,68 tot en met R10,30 per uur verdien</td>
<td>28,00</td>
<td>48,40</td>
<td>1,24</td>
<td>19,05</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>4,00</td>
<td>—</td>
<td>—</td>
<td>101,99</td>
</tr>
<tr>
<td>Alle werknemers wat R10,31 en meer per uur verdien</td>
<td>32,60</td>
<td>57,60</td>
<td>1,24</td>
<td>19,60</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>4,00</td>
<td>—</td>
<td>—</td>
<td>116,34</td>
</tr>
<tr>
<td>Alle werknemers wat R2,20 tot en met R2,77 per uur verdien</td>
<td>8,10</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>20,30</td>
</tr>
<tr>
<td>Alle werknemers wat R2,78 tot en met R3,90 per uur verdien</td>
<td>10,80</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>23,00</td>
</tr>
<tr>
<td>Alle werknemers wat R3,91 tot en met R6,68 per uur verdien</td>
<td>14,40</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>26,60</td>
</tr>
<tr>
<td>Alle werknemers wat R5,94 per uur verdien</td>
<td>18,45</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>30,65</td>
</tr>
<tr>
<td>Alle werknemers wat R7,31 tot en met R6,67 per uur verdien</td>
<td>22,05</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>34,25</td>
</tr>
</tbody>
</table>

### 3. CLAUSE 20: SUPPLEMENTARY REMUNERATION AND CONTRIBUTIONS

(1) In subclause (1), substitute the following for the existing table:

<table>
<thead>
<tr>
<th>Employees</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
<th>K</th>
</tr>
</thead>
<tbody>
<tr>
<td>All employees earning R6,68 up to and including R10,30 per hour</td>
<td>28,00</td>
<td>48,40</td>
<td>1,24</td>
<td>19,05</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>4,00</td>
<td>—</td>
<td>—</td>
<td>101,99</td>
</tr>
<tr>
<td>All employees earning R10,31 and more per hour</td>
<td>32,60</td>
<td>57,60</td>
<td>1,24</td>
<td>19,60</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>4,00</td>
<td>—</td>
<td>—</td>
<td>116,34</td>
</tr>
<tr>
<td>All employees earning R2,20 up to and including R2,77 per hour</td>
<td>8,10</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>20,30</td>
</tr>
<tr>
<td>All employees earning R2,78 up to and including R3,90 per hour</td>
<td>10,80</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>23,00</td>
</tr>
<tr>
<td>All employees earning R3,91 up to and including R6,68 per hour</td>
<td>14,40</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>26,60</td>
</tr>
<tr>
<td>All employees earning R5,94 up to and including R6,67 per hour</td>
<td>18,45</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>30,65</td>
</tr>
<tr>
<td>All employees earning R7,31 up to and including R6,67 per hour</td>
<td>22,05</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,40</td>
<td>0,45</td>
<td>0,45</td>
<td>0,90</td>
<td>0,45</td>
<td>9,00</td>
<td>34,25</td>
</tr>
</tbody>
</table>

(2) In subklousule (3), vervang die bestaande tabel deur die volgende:

<table>
<thead>
<tr>
<th>Werknemers</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alle werknemers wat R6,68 tot en met R10,30 per uur verdien</td>
<td>c</td>
<td>c</td>
<td>c</td>
<td>c</td>
<td>c</td>
</tr>
<tr>
<td>Alle werknemers wat R10,31 en meer per uur verdien</td>
<td>70</td>
<td>121</td>
<td>2</td>
<td>34</td>
<td>227</td>
</tr>
<tr>
<td>Alle werknemers wat R2,20 tot en met R2,77 per uur verdien</td>
<td>81,5</td>
<td>1,44</td>
<td>2</td>
<td>35</td>
<td>262,5</td>
</tr>
<tr>
<td>Alle werknemers wat R2,78 tot en met R3,90 per uur verdien</td>
<td>18</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>19</td>
</tr>
<tr>
<td>Alle werknemers wat R5,94 tot en met R6,16 per uur verdien</td>
<td>24</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>25</td>
</tr>
<tr>
<td>Alle werknemers wat R5,91 tot en met R5,03 per uur verdien</td>
<td>32</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>33</td>
</tr>
<tr>
<td>Alle werknemers wat R6,17 tot en met R7,30 per uur verdien</td>
<td>41</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>42</td>
</tr>
<tr>
<td>Alle werknemers wat R7,31 tot en met R6,67 per uur verdien</td>
<td>49</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>50</td>
</tr>
</tbody>
</table>

(2) In subclause (3) substitute the following for the existing table:

<table>
<thead>
<tr>
<th>Employees</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>All employees earning R6,68 up to and including R10,30 per hour</td>
<td>c</td>
<td>c</td>
<td>c</td>
<td>c</td>
<td>c</td>
</tr>
<tr>
<td>All employees earning R10,31 and more per hour</td>
<td>70</td>
<td>121</td>
<td>2</td>
<td>34</td>
<td>227</td>
</tr>
<tr>
<td>All employees earning R2,20 up to and including R2,77 per hour</td>
<td>81,5</td>
<td>1,44</td>
<td>2</td>
<td>35</td>
<td>262,5</td>
</tr>
<tr>
<td>All employees earning R2,78 up to and including R3,90 per hour</td>
<td>18</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>19</td>
</tr>
<tr>
<td>All employees earning R5,94 up to and including R6,16 per hour</td>
<td>24</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>25</td>
</tr>
<tr>
<td>All employees earning R5,91 up to and including R5,03 per hour</td>
<td>32</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>33</td>
</tr>
<tr>
<td>All employees earning R6,17 up to and including R7,30 per hour</td>
<td>41</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>42</td>
</tr>
<tr>
<td>All employees earning R7,31 up to and including R6,67 per hour</td>
<td>49</td>
<td>—</td>
<td>1</td>
<td>—</td>
<td>50</td>
</tr>
</tbody>
</table>

54944 — B
(3) In subklousule (4) (a), vervang die bestaande tabel deur die volgende:

<table>
<thead>
<tr>
<th>Werknemers</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alle werknemers wat R6,68 tot en met R10,30 per uur verdien</td>
<td>28,00</td>
<td>48,40</td>
<td>1,24</td>
<td>19,95</td>
<td>0,20</td>
<td>—</td>
<td>—</td>
<td>95,89</td>
</tr>
<tr>
<td>Alle werknemers wat R10,31 en meer per uur verdien</td>
<td>32,60</td>
<td>57,60</td>
<td>1,24</td>
<td>19,90</td>
<td>0,20</td>
<td>—</td>
<td>—</td>
<td>111,24</td>
</tr>
<tr>
<td>Alle werknemers wat R2,20 tot en met R2,77 per uur verdien</td>
<td>8,10</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,20</td>
<td>0,45</td>
<td>9,00</td>
<td>18,30</td>
</tr>
<tr>
<td>Alle werknemers wat R2,78 tot en met R3,90 per uur verdien</td>
<td>10,90</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,20</td>
<td>0,45</td>
<td>9,00</td>
<td>21,00</td>
</tr>
<tr>
<td>Alle werknemers wat R3,91 tot en met R5,03 per uur verdien</td>
<td>14,40</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,20</td>
<td>0,45</td>
<td>9,00</td>
<td>24,60</td>
</tr>
<tr>
<td>Alle werknemers wat R5,04 tot en met R6,16 per uur verdien</td>
<td>18,45</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,20</td>
<td>0,45</td>
<td>9,00</td>
<td>29,65</td>
</tr>
<tr>
<td>Alle werknemers wat R6,17 tot en met R7,30 per uur verdien</td>
<td>22,05</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,20</td>
<td>0,45</td>
<td>9,00</td>
<td>32,25</td>
</tr>
<tr>
<td>Alle werknemers wat R7,31 en meer per uur verdien</td>
<td>26,10</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,20</td>
<td>0,45</td>
<td>9,00</td>
<td>36,30*</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>&quot;Employees&quot;</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
</tr>
</thead>
<tbody>
<tr>
<td>All employees earning R6,68 up to and including R10,30 per hour</td>
<td>28,00</td>
<td>48,40</td>
<td>1,24</td>
<td>19,90</td>
<td>0,20</td>
<td>—</td>
<td>—</td>
<td>95,89</td>
</tr>
<tr>
<td>All employees earning R10,31 and more per hour</td>
<td>32,60</td>
<td>57,60</td>
<td>1,24</td>
<td>19,90</td>
<td>0,20</td>
<td>—</td>
<td>—</td>
<td>111,24</td>
</tr>
<tr>
<td>All employees earning R2,20 up to and including R2,77 per hour</td>
<td>8,10</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,20</td>
<td>0,45</td>
<td>9,00</td>
<td>18,30</td>
</tr>
<tr>
<td>All employees earning R2,78 up to and including R3,90 per hour</td>
<td>10,90</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,20</td>
<td>0,45</td>
<td>9,00</td>
<td>21,00</td>
</tr>
<tr>
<td>All employees earning R3,91 up to and including R5,03 per hour</td>
<td>14,40</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,20</td>
<td>0,45</td>
<td>9,00</td>
<td>24,60</td>
</tr>
<tr>
<td>All employees earning R5,04 up to and including R6,16 per hour</td>
<td>18,45</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,20</td>
<td>0,45</td>
<td>9,00</td>
<td>29,65</td>
</tr>
<tr>
<td>All employees earning R6,17 up to and including R7,30 per hour</td>
<td>22,05</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,20</td>
<td>0,45</td>
<td>9,00</td>
<td>32,25</td>
</tr>
<tr>
<td>All employees earning R7,31 and more per hour</td>
<td>26,10</td>
<td>—</td>
<td>0,55</td>
<td>—</td>
<td>0,20</td>
<td>0,45</td>
<td>9,00</td>
<td>36,30*</td>
</tr>
</tbody>
</table>

Signed at Bloemfontein, as authorised, for and on behalf of the parties to the Council, this 26th day of April 1992.

I. J. ELS,
Chairman of the Council.

B. R. BUYS,
Vice-Chairman of the Council.

A. C. M. VAN VUUREN,
Secretary of the Council.

No. R. 2581 11 September 1992
WET OP ARBEIDSWETTIGHEID, 1956
BONUWERKHEID, KROONSTAD: WYSIGING VAN OOREEKENOMS

Ek, Glen Morris Edwin Carelse, Adjunctminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidswetttigheid, 1956, dat die bepalings van die Ooreekoms (hierna die Wysigingsooreekoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1993 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreekoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat de bepalings van de Wysligsooreenkomens, uitgesonderd die vervat in klossenules 1 (1) (b), 14 en 15 met ingang van de tweede Maandag na de datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1993 eindig, bindend is vir alle ander werkgewers en werknemers as die genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onder- neming, Nywerheid, Bedryf of Beroep in die gebied in klossenule 1 van die Wysligsooreenkomens gespesifieer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag,

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
KROONSTAD
OORENKOMS

ingevolge die Wet op Arbeidsverhoudinge, 1955, gesluit deur en aangegaan tussen die

Kroonstadse Vereniging van Boumeesters en Aanverwante Vakke
(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Amalgamated Union of Building Trade Workers of South Africa
(hierna die "werknerkers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywer- heid, Kroonstad, om die Ooreenkomens gepubliseer by Goevernementskennisgewing R. 2588 van 23 Desember 1988, te wysig, en wel soos volg:

1. TOEPASSINGBESTEK

(1) Hierdie Ooreenkomens moet nagekom word—

(a) in die landstroostrik Kroonstad;

(b) deur alle werkgewers en werknemers in die Bounywerheid wat onbestaanbaar is met die Wet op Mannegkraalgpleiding, 1981, of met 'n kontrakt wat daaragter opgegaan is of om voorwaardes wat daaragters gestel is nie; en

(2) Onlangs subklousule 1, is hierdie Ooreenkomens—

(a) van toepassing op vakkantsels slegs vir sover dit nie onbestaanbaar is met die Wet op Mannegkraalgpleiding, 1981, of met 'n kontrakt wat daaragters aangaan is of met voorwaardes wat daaragters gestel is nie; en

(b) van toepassing op kweekelinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannegkraalgpleiding, 1981, of met voorwaardes wat daaragters gestel is nie; en

(c) van toepassing op werkende vennote en werkende directeurs, prinsipale en aannemers;

(d) nie van toepassing nie op universiteitstudente en gegradeerdes in die bouwetenskap en konstruksiesoeg- houers, konstruksieontwerpers en ander persone wat besig is met praktiese werk ter voortvoening van hul akademiese oplei- ding.

2. KLOUSULE 3: WOORDOMSKRYwing

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

"'Ambagsman' 'n werknemer in enige ambag soos omskryf in hierdie Ooreenkomens, vir wie lone in klossenule 4 (1) hiervan voorgeskryf word, wat 0—

(a) 'n vakleerlingkontrak deur tydsverloop kragtens die Wet op Mannegkraalgpleiding, 1981, voltooi het, maar nie in die voorgeskrywe kwalifiserende ambagstoets geslaag het nie, of

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (b), 14 and 15, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 2 of the Amending Agreement.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
KROONSTAD

AGREEMENT

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

Kroonstadse Vereniging van Boumeesters en Aanverwante Vakke
(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Amalgamated Union of Building Trade Workers of South Africa
(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Building Industry, Kroonstad, to amend the Agreement published under Government Notice R. 2588 of 23 December 1988, as follows:

1. SCOPE OF APPLICATION

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

(a) in the Magisterial District of Kroonstad;

(b) by all employers and employees in the Building Industry, who are members of the employers' organisation or the trade union, respectively.

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

(a) apply to apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;

(b) apply to trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions fixed thereunder;

(c) apply to working partners and working directors, principals and contractors;

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

2. CLAUSE 3: DEFINITIONS

(1) Substitute the following for the definition of "artisan":

"'artisan' means an employee in any trade as defined in this Agreement, for whom wages are prescribed in clause 4 (1) (c), hereof, who has either—

(a) completed an apprenticeship contract by effluxion of time in terms of the Manpower Training Act, 1981, but has not passed the prescribed qualifying trade test, or
(b) 'n opleidingstwyfelp in tydverloop kragtens die Wet op Mannekragopleiding, 1981, voltloi het, maar nie in die voorgeskryw kwalifiserende ambagstoeis gestaag het nie, en
(c) 'n tegnieke kollege bygewoon het en in best van ten minste 'n N1-sertifikaat is, of
(d) by die Nywerheidsraad as 'n ambagsman kragtens enige vorige ooreenkoms geregistreer is; of
(e) onmiddellik voor 1 November 1991 vir langer as 3 jaar as ongekwalifiseerde ambagsman by die Nywerheidsraad geregistreer was;*

(2) Vervang paragraaf (d) van die omskriving van "Bou-
nywerheid" deur die volgende paragraaf (d) en voeg die vol-
gende nuwe subparagraafe (aA), (dA), (fA) en (fB) na onder-
skiedelik paragrafe (a), (d) en (f) in:

"(d) elektriesiteisinstallering, wat die volgende insluit: Alle
bedraadingswerk wat inheg volgens die Wet op Masjienarie en
Beroepsveiligheid, No. 6 van 1983, deur 'n draadwerker ver-
rig moet word en werksoenvoudig dat daarmee in verband
staan;*

"(aA) blokwerk: Ritvoegwerk; die oprigting van set-
mate en die plasing daarvan in posisie vir bouwerk en al-
later stelwerk daaraan, en die plasing van vensters en deur-
kosyne in posisie, maar uitgesonderd die "hoek van blokke wat
nie in die muur of matrik gelaat word nie en die leë, volgens 'n
setmaat, van blokke wat in dagte of matrik gelaat word;"

"(dA) Vloerwerk: Uitwerkwerk, die saag en vassies van
houtstreekloore, van vloerblokke, vloerteils, duurwerkbe-
dekking en dergelijke materiaal na voltooiing van die voort-
reliende werksaamheid;*

"(fA) bouwerktuig: Uitwerk- en afwerkwerk; sulke en
bakte in die toe lood en waterpas maak; die rigtig van
bekisting vir betonwerk; die montering van bekisting;"

"(fB) houtsamewerk: Uitwerkwerk, afwerkwerk; die
opstelling en toesig houing van houtwerkmatjies, behoudens die voortbehoudbepaling dat daar van geen individuele ambagsman vereis mag word om oor meer as drie maande of, waar die totale getal maasjies nie 'n volle veld-
woon van drie is nie, oor meer as vyf maasjies toeges de-
hoorde nie;*

(3) Voeg die volgende omskrwing in na die omskrwing van
"platteilandse werk":

"'vakman' 'n werkner in enige ambag soos omkryf in
hierdie Ooreenkoms, vir wie lone in klosule 4 (1) (d) hiervan
voorgeskryf word, wat of—
(a) 'n vaklering kontrak kragtens die Wet op Mannekrag-
opleiding, 1981, voltloi het en die kwalifiserende
ambagstoeis gestaag het, of
(b) 'n opleidingstwyfelp kragtens die Wet op Mannek-
ragopleiding, 1981, voltloi het en die kwalifiserende
ambagstoeis gestaag het, of
(c) alle kursusse in die opleidingsmodules vir 'n gespesi-
liseerde ambag aan 'n erkende institutionele opleidingsen-
trum suksesvol voltooi het, en
(d) 'n tegnieke kollege bygewoon het en in best van ten
minste 'n N2-sertifikaat; of

(e) by die Nywerheidsraad as 'n vakman kragtens enige
vorige ooreenkoms geregistreer is; of
(f) onmiddellik voor 1 November 1991 as ambagsman by
die Nywerheidsraad geregistreer was;*

(4) Strap die omskrwing van "ongekwalifiseerde
ambagsman".

(5) Voeg die volgende omskrwing in na die omskrwing van
"stukwerk":

"werker met gespesifieerde vaardighede' 'n werkner
in enige ambag soos omkryf in hierdie Ooreenkoms, vir wie
lone in klosule 4 (1) (b) hiervan voorgeskryf word, wat nie
bewys kan laer van ambagmunsatua nie en wat nie die
vaardigheidsstoest het wat deur die Raad voorgeskryf is. Sukses-
vol afgeel het nie, of enige ander type werkner wat deur die
Raad van tyd tot tyd goedgekeur mag word;*

(b) completed a period of training by effluxion of time in
terms of the Manpower Training Act, 1981, but has not
passed the prescribed qualifying trade test, and
(c) attended a technical college and is in possession of at
least an N1 certificate, or
(d) is registered with the Industrial Council as an artisan in
terms of any previous agreement; or
(e) was registered with the Industrial Council as an unqual-
ified artisan for more than 3 years immediately prior to
1 November 1991;*

(2) Substitute the following paragraph (d) for paragraph (d)
of the definition of "Building Industry" and insert the following
new subparagraphs (aA), (dA), (fA) and (fB) after paragraphs
(a), (d) and (f), respectively:

"(d) electrical installation, which includes all wiring work
which must be performed by a wireman in terms of the
Machinery and Occupational Safety Act, No. 6 of 1983, and
operations incidental thereto;*

"(aA) blocklaying: Tuck pointing; the erecting, setting into
position for building and all subsequent adjustment of jigs,
and the setting into position of windows and door jambs, but
excluding the laying of blocks not bedded in mortar or matri-
k;*

"(dA) floor laying: Marking out, cutting and fixing of
wooden strip flooring, setting of flooring blocks, floor tiles,
sheeting and similar materials after completion of prepara-
tory operations;*

"(fA) structural carpentry: Marking out, setting out, plumb-
ing and levelling off columns and beams, lining up of shatter-
ing for concreting, assembling shuttering;*

"(fB) woodworking: Marking out, setting out, setting up
and supervising woodworking machines, subject to the pro-
viso that no one artisan shall be required to supervise more
than three machines, or that the total number of machines
is not a complete multiple of three, more than five
machines;*

(3) Insert the following definition after the definition of "cou-
try jobs":

"craftsman means an employee in any trade as defined
in this Agreement, for whom wages are prescribed in clause 4
(1) (d) hereof, who has either—

(a) completed an apprenticeship contract in terms of the
Manpower Training Act, 1981, and has passed the qualifying
trade test, or

(b) completed a period of training in terms of the Man-
power Training Act, 1981, and has passed the qualifying
trade test, or

(c) successfully completed all courses in the training
modules for a specified trade at a recognised institutional
training centre, and

(d) attended a technical college and is in possession of at
least an N2 certificate; or

(e) is registered with the Industrial Council as a craftsman in
terms of any previous agreement; or

(f) was registered with the Industrial Council as an artisan
immediately prior to 1 November 1991;*

(4) Delete the definition of "unqualified artisan".

(5) Insert the following definition after the definition of
"piece-work":

"specified skills worker" means an employee in any trade
as defined in this Agreement, for whom wages are prescribed
in clause 4 (1) (b) hereof, who cannot submit proof of his
artisan status and who has not passed the skills test as pre-
scribed by the Council, or any such other type of employee
as may be approved by the Council from time to time."
### 3. KLOUSULE 4: LONE

Vervang subklausule (1) deur die volgende:

“(1) Behoudens die oorblywende bepalings van hierdie klausule mag geen werkgever lone betaal en geen werk- nemer lone aanvaar wat laer as die volgende uurlike loon is nie:

<table>
<thead>
<tr>
<th></th>
<th>Per uur</th>
</tr>
</thead>
<tbody>
<tr>
<td>Algemene werker</td>
<td>2,00</td>
</tr>
<tr>
<td>Uitstins by werker (voor die ouderdom van 25)</td>
<td>2,51</td>
</tr>
<tr>
<td>Ambagsman</td>
<td>3,41</td>
</tr>
<tr>
<td>Vakman</td>
<td>6,00</td>
</tr>
</tbody>
</table>

### 4. KLOUSULE 8: BETALING VAN BESOLDIGING

Vervang paragraaf (a) in subklausule (3) deur die volgende:

“(a) Die aftekking in klausules 19, 23, 25, 27 en 47A hiervan genoem;”.

### 5. KLOUSULE 9: WERKDAE EN WERKURE

(1) Vervang paragraaf (a) van subklausule (1) deur die volgende:

“(c) Op 'n Saterdag, Sondag en enige statistêre vakansiedag, asook gedurende die vakansiedyplom wat in klausule 22 hiervan voorgestel word;”.

(2) Skrap subklausule (3).

### 6. KLOUSULE 11: DIENSBEEINDIGING

Vervang subklausule (1) en (2) deur die volgende:

“(1) Waar 'n werknemer minder as 65 dae by 'n werk- gewer werk het, word 2 uur kennisging van diensbeeindiging vereis en waar 'n werknemer 65 dae of meer by 'n werkgever werk het, word 2 dae kennisging van diensbeeindiging vereis.

(2) Behoudens—

(a) die reg van 'n werkgever of 'n werknemer om diens sonder kennisging om 'n reggedege rede te beëindig; of

(b) die bepalings van 'n skriftelike ooreenkoms tussen die werkgever en die werknemer waarby 'n langer tydperk beding word as dié wat hierin bepaal word.

moet 'n werkgever wat diens van 'n werknemer wil beëindig, en 'n werknemer wat sy diens by 'n werkgever wil beëindig, voordat op 'n bepaalde werkday kennis van sodanige diensbeeëindiging gee aan die werkgever of die werknemer, na gelang van die geval.”.

### 7. KLOUSULE 19: UITGAWES VAN DIE RAAD

Vervang subklausules (1) en (3) deur onderskeidelik die volgende:

“(1) Ten einde die uitgawes van die Raad te bester, moet elke werkgever—

(a) 'n bedrag van R1,00 per week aftrek van die verdienste van elkeen van sy werknemers vir wie lone in klausule 4 (1) (b), (c) en (d) hiervan voorgestel word, en die werkgever moet by die bedrag wat aldaar afgetrek word, 'n gelyke bedrag voeg;

(b) 'n bedrag van R1,00 per week aftrek van die verdienste van elkeen van sy werknemers vir wie lone in klausule 4 (1) (a) hiervan voorgestel word, en die werkgever moet by die bedrag wat aldaar afgetrek word, 'n bedrag van 50c voeg:

Met dien verstande dat hierdie subklausule nie van toepassing is ten opsigte van 'n werknemer wat minder as 40 uur in 'n week vir dieselfde werkgever gewerk het nie, mensinkhedsverlof en toestemming tot afwesigheid in ag genome.”.

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### 3. CLAUSE 4: WAGES

Substitute the following for subclause (1):

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

<table>
<thead>
<tr>
<th></th>
<th>Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>General worker</td>
<td>2,00</td>
</tr>
<tr>
<td>Plant operator/specifil skills worker</td>
<td>2,51</td>
</tr>
<tr>
<td>Artisan</td>
<td>3,41</td>
</tr>
<tr>
<td>Craftsman</td>
<td>6,00</td>
</tr>
</tbody>
</table>

### 4. CLAUSE 8: PAYMENT OF REMUNERATION

In subclause (3), substitute the following for paragraph (a):

“(a) Deductions referred to in clauses 19, 23, 25, 27 and 47A hereof;”.

### 5. CLAUSE 9: DAYS AND HOURS OF WORK

(a) In subclause (1), substitute the following for paragraph (c):

“(c) on a Saturday, Sunday and any statutory holiday, as well as during the holiday period prescribed in clause 22 hereof;”.

(b) Delete subclause (3).

### 6. CLAUSE 11: TERMINATION OF EMPLOYMENT

Substitute the following for subclauses (1) and (2):

“(1) An employee who has worked less than 65 days for an employer is required to give 2 hours' notice of termination of employment and an employee who has worked 65 days or more for an employer is required to give 2 days' notice of termination of employment.

(2) Subject to—

(a) the right of an employer or an employee to terminate employment without notice for a good cause recognised by law as sufficient; or

(b) the provisions of any written agreement between employer and employee stipulating a period in excess of that provided herein,

an employer desirous of terminating the employment of an employee and an employee desirous of terminating an engagement with an employer shall give notice of such termination of employment to the employer or the employee, as the case may be, on any working day.”.

### 7. CLAUSE 19: EXPENSES OF THE COUNCIL

Substitute the following for subclauses (1) and (3) respectively:

“(1) For the purpose of meeting the expenses of the Council, every employer shall—

(a) deduct an amount of R1,00 per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (b), (c) and (d) hereof, and to the amount so deducted the employer shall add an equal amount;

(b) deduct an amount of R1,00 per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (a) hereof, and to the amount so deducted the employer shall add an amount of 50c:

Provided that the provisions of this subclause shall not apply in respect of an employee who has worked for the same employer for less than 40 hours in any week, with due observance of humanitarian leave and permission of absence.”.
“(3) ’n Werknemer moet, ten opsigte van die bedrag wat hy ingevolge subklausule (1) (a) en (b) van hierdie klausule afgetrek het van die loon van werkneren vir wie lone in klausule 4 (1) hiervan voorgestyk word, op elke betaaldag aan elke sodanige werknemer ’n bewysskryf uitreik wat op leesbare wyse met die naam van die firma en die datum van uitreiking van die bewysskryf geroep is, en die werknemer moet die bewysskryf in ’n bydraeboek plak wat hy by die Sekretaris van die Raad moet kry en wat die werknemer moet behou: Met dien verstande dat die Raad ’n saamgestelde bewysskryf mag uitreik wat almal of sommige van die bedrein instuit wat ingevolge klausules 23, 25, 27, 36, 45, 47 en 47A hiervan betaal is.”.

8. KLOUSULE 20: REGISTRASIE VAN WERKGEVERS EN AMBAGSMANNE

(1) Vervang die opskrif deur die volgende:

“REGISTRASIE VAN WERKGEVERS EN WERK- NEMERS”.

(2) Voeg die volgende paragraaf na paragraaf (e) in sub- klausule (1) by:

“(f) alle sodanige ander inligting as wat die Raad mag vereis.”.

(3) Vervang subklausule (5) deur die volgende:

“(5) Registraasie van werknemers: leem van wie daar vereis word of wat toegelaat word om werk in die Niewerheid te verrig, moet in die wat die Raad van tyd tot tyd voorskrif, aangeknoe by die Raad doen om die uitreiking aan hom van ’n registrasiesetkaart as vakman, ambagsman of werker met gespesifieerde vaardighede, en sodanige dokumentêre bewys aan die Raad voorle as wat die Raad nodig ag om te bewys dat hy op ’n setkaart geregistreer is.”.

9. KLOUSULE 22: JAARLIKE VERLOF EN OPENBARE VAKANSIEDAE

(1) Vervang subklausule (1) deur die volgende:

“(1) Die volgende dae word in die Niewerheid as open- bare vakansiedae met besoeking beskou: Statutêre vakansiede, soos deur die Regering afgekondig, uitgesonderde vakansiede wat buite die werkplek val.”.

(2) Voeg die volgende subklausule na subklausule (4) by:

“(5) Werkers is verplicht om werknemers te besoek ten opsigte van elke statutêre vakansiedag en wel op die eerstvolgende betaaldag na sodanige vakansiedag.”.

10. Vervang klausules 23, 24, 25, 26 en 27 deur die vol- genge:

“23. BETALING TEN OPSIGTE VAN JAARLIKE VER- LOF, OPENBARE VAKANSIEDAE EN BYDRE TOE DIETE VAKANSIEFONDS

(1) Benewens besoeding waarop ’n werknemer ingevolge hierdie Greenkoms geregistreer is, moet ’n werkgewer—

(a) aan vakleerlinge in sy diens op die laaste betaaldag onmiddelik voor die jaarlike verlofbydrek wat in klausule 22 hiervan voorgestyk word, ’n bedrag gelyk aan minstens 15 werkdae se loon betaal;

(b) aan werknemers vir wie lone in die ondergenoemde klausules voorgestyk word, die volgende weeklikse bedrea betaal, nl.:

4 (1) (a) — R6,42.
4 (1) (b) — R8,49.
4 (1) (c) — R12,10.
4 (1) (d) — R21,29.

(2) Betaalig ten opsigte van die statutêre vakansiede wat buite die vakansiebydrek val, vorm nie deel van die vakan- siefonds nie; in subklausule 1 (b) hiervan voorgestyk nie en werkgewers is verantwoordelik vir betaling van sodanige vakansiedag se loon op die eerstvolgende betaaldag na gemelde vakansiedag.

“(3) ’n Employer shall in respect of the amounts deducted by him in terms of subclause (1) (a) and (b) of this clause from the wages of employees for whom wages are prescribed in clause 4 (1) hereof, issue on each pay-day to each such employee a voucher legibly cancelled with the name of the firm and the date of issue of the voucher, and the employee shall affix such voucher in a contribution book to be obtained by him from the Secretary of the Council and which the employer shall retain: Provided that the Council may issue a composite voucher to include some or all of the payments made in terms of clauses 23, 25, 27, 36, 45, 47 and 47A hereof.”.

8. CLAUSE 20: REGISTRATION OF EMPLOYERS AND ARTISANS

(1) Substitute the following for the heading:

“REGISTRATION OF EMPLOYERS AND EMPLOYEES”.

(2) In subclause (1), insert the following paragraph after paragraph (e):

“(f) all such other particulars as may be required by the Council.”.

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

“(5) Registration of employees: Any person who is required or permitted to perform work in the industry shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a craftsman, artisan or specified skills worker to be issued to him, and such employee shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for a certificate.”.

9. CLAUSE 22: ANNUAL LEAVE AND PUBLIC HOLIDAYS

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

“(1) All statutory holidays as proclaimed by the government shall be regarded as paid public holidays in the industry, excluding public holidays which do not fall within the work cycle.”.

(2) Insert the following subclause after subclause (4):

“(5) Employers shall be obliged to pay each employee’s wage in respect of each statutory holiday on the first pay-day following such statutory holiday.”.

10. Substitute the following clauses for 23, 24, 25, 26 and 27:

“23. PAYMENT IN RESPECT OF ANNUAL LEAVE, PUB- LIC HOLIDAYS AND HOLIDAY FUND CONTRIBUTIONS

(1) In addition to any remuneration to which an employee may be entitled in terms of this Agreement, an employer shall pay—

(a) apprentices in his employ on the last pay-day immedi- ately preceding the annual leave period prescribed in clause 22 of the Agreement an amount of not less than 15 working days’ pay;

(b) to employees for whom wages are prescribed in the aforementioned clauses, the following weekly amounts, namely:

4 (1) (a) — R6,42.
4 (1) (b) — R8,49.
4 (1) (c) — R12,10.
4 (1) (d) — R21,29.

(2) Payment in respect of statutory holidays which fall out- side the holiday period are not included in the holiday fund as prescribed in subclause (1) (b) hereof, and employers are obliged to pay wages in respect of such holiday on the first pay-day following such holiday.”
(3) **Absenteeism—openbare vakansiedag:** 'n Werknemer wat alweegs is van sy werk—
(a) sonder sy werkgever se toestemming; en/of
(b) as gevolg van siekte sonder dat hy in staat is om 'n mense teen seker van te loon; en/of
(c) om 'n ander rede as menslikeheidsredes wat nie deur die Raad as geldig beskou word nie;
op die werkdag onmiddellik voor of na 'n openbare vakansiedag
met besoldiging in klousule 22 (1) bedoel, is nie op betaal-
vir sodanige dag/egtereg nie.

(4) 'n Werknemer moet, menslikeheidsverlof en toestem-
ming tot afwezigheid in ag geneem, minstens 40 uur in 'n
week vir dieselfde werkgever werk om vir 'n bewyskuur kon
opvoer van betaling van sy vakansiefondsbydrae te kwalifi-
seer.

(5) Die werkgever moet die bedrag wat ingevoeg de
subklousule 1 (b) afgetrek word aan die Sekretaris van die Raad
betaal, en die Raad moet bewysstukke aan die betrokke
werkgever uitreik vir alle bedrae wat aldus betaal is.

(6) 'n Werkgever moet ten opsigte van die bedrae wat hy
ingevoeg de subklousule 5 (a) hiervan aan die Raad oorbetaal
het, op elke betaaldeel aan elkeen van sy werkge-
ners 'n bewyskuur uitreik wat op 'n leesbare wyse met die
naam van die firma en die datum van uitreiking geroep is,
ens die werkgever moet sodanige bewysstuk plak in 'n by-
draeboek wat hy die Raad moet verkry en wat die werk-
gever moet bewaar, met dien verstande dat die Raad 'n
saamgestelde bewysstuk kan uitreik wat sommige of alle
bedrae insluit wat ingevoeg klousules 19, 25, 27, 36, 45 en
47A hiervan betaal is.

(7) (a) Die bedrae wat ingevoeg subklousule 5 (a) aan
die Raad betaal word, moet deur die Raad gestort word in 'n
fonds wat bekend staan as die Vakansiefonds van die Bou-
wyserheid (hierna die Vakansiefonds genoem), wat ingestel
is as die ooreenkoms wat by Goewermentskennis-
gewig R. 330 van 1 Maart 1953 gepubliseer is en deur hier-
die ooreenkoms voortgeëis word.

(b) Bedrae wat die Raad in sy beent het en waarmee die
Vakansiefonds gekrediteer is, kan van tyd tot tyd ingevoeg
artikel 21 (3) van die Wet op vaste deposito's of as onmiddel-
liek opvraagbaar belé word, en rente wat deur sodanige beleg-
gings opgelê word, is die uitstallige eiendom van die
Raad as vergoeding vir die administrasie van die Vakansie-
fonds. Geen werkgever en werkman het, slegs voorop 
op die dag waarop die Vakansiefonds voortgeëis word.

(3) (a) Elke werknemer moet so spoedig moontlik na die
eerste Vrydag in November elke jaar en hoogstens een week
daarna sy bydraeboek by die Sekretaris van die Raad inruil
vir 'n kwaaltjeskaart. Die Raad moet die bedrag wat aan die
werkman verskuldig is ten opsigte van sy vakansiegeld
vastel volgens die waarde van die bewysstukke wat in die
bydraeboek geplak is, en moet die bedrag aan die werk-
ner betaal op 'n datum waarop die Raad moet besluit,
maar voor of op die dag waarop die begin van die vakansie-
tyderk. Tensy anders deur die Raad gemagtig, moet betaling
deur middel van 'n tafel ten gunste van die werknemer
gesky het, en in die geval van magtiging vir betaling aan 'n ander
persoon word erken nie.

(b) Indien 'n werknemer versuim om sy vakansiebetaling
op te eis binne 'n tydperk van 6 maande vanaf die datum
waarop die vakansieperk begin, word dit verboer en val dit
aan die algemene fondse van die Raad toe. Die Raad moet
een installe seise om betaling oorweeg wat na genoemde tyd-
perk ingedien word, en kan na goeddelike magtiging vir die
betaling daarvan verleen.

(c) Die Raad is nie aanspreeklik om vakansiegeld ten
opsigte van bewysstukke wat ingevoeg hierdie ooreenkoms
aan 'n werknemer uitgelei is, te betaal nie tensy—
(i) sodanige bewysstukke geplak is in 'n bydraeboek wat
van die Raad verkry is; en
(ii) dit geldigheid van betaling in aanbeveelings van die
raad van die Raad; en

(3) **Absenteeism—public holidays:** An employee who
absents himself—
(a) without his employer's permission; and/or
(b) due to illness without being able to produce a medical
certificate; and/or
(c) for any other reason, other than for humanitarian rea-
sons, not considered valid by the Council;
on the working day immediately before or after a paid public
holiday referred to in clause 22 (1) shall not be entitled to
payment for such day(s).

(4) An employee must, with due observance of humanita-
rian leave and permission of absence, work for the same
employer for not less than 40 working hours in any week to
guarantee a voucher in respect of his Holiday Fund contribu-
tions.

(5) The amount deducted in terms of sub-clause (1) (b)
shall be paid by the employer to the Secretary of the Council
and the Council shall issue vouchers to the employer con-
cerned for all amounts so paid.

(6) An employer shall, in respect of the amounts paid
to the Council by him in terms of sub-clause (5) hereof, issue on
each pay-day to each of his employees a voucher legibly
cancelled with the name of the firm and the date of
issue, and the employee shall affix such voucher in a contri-
bution book to be obtained by him from the Council and which
the employee shall retain: Provided that the Council may
issue a composite voucher to include some or all the pay-
ments made in terms of clauses 19, 25, 27, 36, 45 and 47A
hereof.

(7) (a) The amounts paid to the Council in terms of sub-
clause (5) shall be paid by the Council into a fund to be
known as the Building Industry Holiday Fund (hereinafter
referred to as the Holiday Fund), established in terms of the
Law, published under Government Notice 330 of 1
March 1983 and continued by this Agreement.

(b) Any amounts held by the Council to the credit of the
Holiday Fund may be invested from time to time in accord-
ance with the provisions of section 21 (3) of the Act on fixed
deposits or on call and any interest accruing from such in-
vestments shall be the sole property of the Council as recom-
bursed to the Minister for the administration of the Holiday
Fund. No employer or employee shall have any claim in respect of such interest nor shall they be responsible for any contribution towards the expense of administering the Holiday Fund.

(a) As early as possible after the first Friday in
November of each year and not later than one week there-
after every employee shall deposit his contribution book with
the Secretary of the Council in exchange for a receipt card.
The Council shall ascertain the amount due to the employee,
as reflected by the value of the vouchers affixed in his con-
tribution book, and shall pay such amount to the employee,
on a date to be decided by the Council but not later than the day
prior to the commencement of the holiday period. Unless
otherwise authorised by the Council, payment shall be made
generally in the order of the employee and no order or autho-

b) Should an employee fail to claim his holiday pay within
a period of six months from the date on which the holiday
period commences, it shall become forfeit and shall accrue to
the general funds of the Council. The Council shall, however,
consider all claims for payment lodged after the said period
and may in its discretion authorise payment thereof.

c) The Council shall not be liable to make payment in
respect of any vouchers issued to an employee in terms of this
Agreement, unless—
(i) such vouchers are affixed in a contribution book
obtained from the Council; and
(2) sodanige hydraeboek vir die begin van die vakansie-tydperk in klosule 22 hiervan voorgekry, by die Raad ingediend word.

(d) 'n Wirknemer is nie daarop gereig om voor die dag soos ingevolge paragraaf (a) hiervan deur die Raad voorgekry, betaal te eis ten opsigte van bewysstukke wat aan hom uitgereik is nie. Die Raad het egter die reg om sodanige betaal te maglik indien hy na goeddoenke dié raadsaande wil varieer. In geval van die afwerking van 'n werknieer, moet die bedrag wat die Vakansiefonds aan hom verskuif is, par teke ten gunste van sy boedel geval. sodanige boedel betaal word wanneer sy hydraeboek by die Sekretaris van die Raad ingediend word.

(9) Ingeval hierdie Ooreenkoms deur tydsverloop verstryk of om 'n ander rede beëindig word, moet die Vakansiefonds verder deur die Raad geadministreer word totdat dit of gelyktydiger of deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel bestaan is as die waarop die oorspronklike Vakansiefonds in die lage geroep is.

(10) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, kan die Nywerheidsregisseur 'n komitee uit werkgewers en werk- nemers in die Nywerheid op die grondslag van gelyke verteenwoordiging vir albei kante aanstel, en die Vakansiefonds moet verder deur sodanige komitee geadministreer word. 'n Vakature wat in die komitee ontstaan, kan deur die Registrateur uit die geledere van of die werkgewers of die werk- nemers, na gelang van die geval, gevul word. Ten einde 'n gelyktydige verteenwoordigers van die werkgewers en die werknemers in die komitee te verseker. Ingeval sodanige komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of 'n dooie punt daaroor ontstaan wat die administrasie van die Vakansiefonds na die aanvraag van die Registra- teur ondenklik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustee besit vir sodanige doel al die bevoegdhede en verantwoordelikhede van die komitee. As daar geen Raad bestaan wanneer hierdie Ooreenkoms verstryk nie, moet die Fonds op die wyse uiteengezet in sklusklubs (11) van hierdie klosule, deur die komitee wat ingevolge hierdie sklusklubs funksioneer, of die trustee of trustees, na gelang van die geval, gekies word, en in diens van die Raad so sake by verskyning van hierdie Ooreenkoms reeds gelyktydiger en sy bates verdeel is, moet die saldo van hierdie fonds sode in artikel 34 (2) van die Wet bepaal, verdeel word sodat dit deel van die algemene fondse van die Raad uitmaak.

(11) By likwadisie van die Fonds ingevolge sklusklubs (10) hiervan moet die geld waarmee die Fonds nog gekrediteer is nadat alles else teen die Fonds, met inbegrip van admi- nistrasie- en likwadisiekoste, betaal is, in die algemene fondse van die Raad gestort word.

24. BYDRAEBOEK

(1) 'n Wirknemer moet op 'n vorm wat van die Raad verkry moet word, om 'n hydraeboek aan te skryf deur die werk- nemer moet sodanige vorm invul deur die besonder- hede te verstreek wat die Raad van tyd tot tyd voorskrif.

(2) Die hydraeboeke en bewysstukke wat aan werknemers uitgereik word, is nie oordraagbaar nie en mag ook nie gese- der of verpand word nie. Bewysstukke wat deur enigeen op 'n ander wyse as ooreenkoms between hierdie Ooreenkom- mens verryk is, kan deur die Raad ten bate van sy fondse gekonflikseer word.

(3) Geen bewysstukke mag aan 'n werknemer uitgereik word, uitgesonder ooreenkoms between die Ooreenkom- mens en geen werknemer is gereig op betalings vir meer as 49 weeklike aftrekings ten opsigte van 'n tydperk van 12 maande wat op die eerste Vrydag in November elke jaar eindig nie.

(ii) such contribution book is deposited with the Council before the commencement of the holiday period prescribed in clause 22 of the Agreement.

(d) An employee shall not be entitled to claim for any vouchers issued to him until the day prescribed by the Council in terms of paragraph (a) hereof. The Council shall, however, have the right to authorise such payment if in its discretion it is considered advisable to do so. In the case of the death of an employee the amount due to him from the Holiday Fund shall be paid to his estate by cheque drawn in favour of such estate upon his contribution book being lodged with the Council.

(9) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Holiday Fund shall continue to be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original Holiday Fund was created.

(10) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Industrial Registrar may appoint a committee from employers and employees in the Industry on the basis of equal rep- resentation on both sides and the Holiday Fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Industrial Registrar from employers or employees, as the case may be, so as to ensure an equity of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Holiday Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee or trustees shall possess all the powers of the committee for such purpose. If there is no Council in existence upon the expiration of this Agreement, the Fund shall be liquidated by the committee functioning in terms of this subclause or the trustee or trus- tees, as the case may be, in the manner set forth in sub- clause (11) of this clause, and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 (2) of the Act as if it formed part of the general funds of the Council.

(11) Upon liquidation of the Fund in terms of subclause (10) hereof the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

24. CONTRIBUTION BOOK

(1) An application for a contribution book shall be made by an employee on a form to be obtained from the Council; such form shall be completed by the employee filling in such particulars as the Council may from time to time prescribe.

(2) The contribution books and vouchers issued to employees shall not be transferable nor shall they be ceded or pledged. Vouchers acquired by any person, otherwise than in accordance with this clause, may be confiscated by the Council for the benefit of its funds.

(3) No vouchers may be issued to an employee except in accordance with this Agreement, and no employee shall be entitled to payments in excess of 49 weekly deductions in respect of any period of 12 months ending on the first Friday of November of each year.
(4) Elke werknemer moet so spoedig moontlik na die eerste Vrydag in November elke jaar en hoogstens een week daarna sy hydraeboek by die Sekretaris van die Raad inruil vir 'n kwintierskaart.

(5) Die Raad is nie aanspreeklik om bedrae ten opsigte van bewysstukke wat ingevolge hierdie Ooreenkoms aan 'n werknemer uiterlik is, te betaal nie tensy sodanige bewysstukke geplaat is in 'n hydraeboek wat van die Raad verkry is en sodanige hydraeboek voor die begin van die volgende werkweek in kluusule 22 van die Ooreenkoms voorgestyk, by die Raad ingediend word.

(6) 'n Werknemer is nie daarop geregtig om voor die dag ingevolge paragraaf (5) hiervan deur die Raad voorgestry, betaling te eis ten opsigte van bewysstukke wat aan hom uitgereik is nie. Die Raad het egter die reg om sodanige betaling te maag indien hy na goeddoen dit raadsaam ag. In geval van die afstere van 'n werknemer moet die bedrag wat uit die Vakasiefonds soos in kluusule 23 van die Ooreenkoms voorgestry, aan hom verskuil is, per tijck ten gunste van sy boedel getrek, aan sodanige boedel betaal word wanneer sy hydraeboek by die Sekretaris van die Raad ingediend word.

25. VOORSORGFONDS EN PENSIENFONDS

(1) (a) Die Raad moet, op 'n wyse soos doos die Wet voorgestyk en in samewerking met Fedlife Assurance Limited (Reg. No. 05/17130/06), 'n Voorsorgfonds met aftree- en sterrtevoordele vir werknemers vir wie lune in kluusule 4 van die Ooreenkoms voorgestyk word, stig.

(b) Die oogmerke van die Voorsorgfonds is om werknemers in staat te stel om 'n inkomste te hê by aftrede.

(c) Lidmaatskap van die Fonds is verplichtend vir alle werknemers vir wie lune in kluusule 4 van die Ooreenkoms voorgestyk word.

(d) Bystand wat kragtens die Voorsorgfonds oploopt, is nie oordraagbaar nie en mag nie verpand word nie.

(e) 'n Bedrag gelykstaande met 2% moet van 'n werknemer vir wie lune in kluusule 4 van die Ooreenkoms voorgestyk word, se weeklikse loon, bereken op 'n 44-uur week, afgetrek word en gemaak word se werkgever moet 'n gelyke bedrag weeklikks tot die Voorsorgfonds bydra.

(f) Bydrae moet weeklikse by die Raad inbetaal word en maandeliks deur die Raad by Fedlife Assurance Limited (Reg. No. 05/17130/06) oortoet word.

(g) Kopieë van dokumente wat breedvoerige besonderhede van die Voorsorgfonds bevat, moet by die Direkteur-generaal van Mannekraag ingediend word.

(2) (a) Die Raad moet, op 'n wyse soos doos die Wet voorgestyk, en in samewerking met Fedlife Assurance Limited (Reg. No. 05/17130/06), 'n bevredigende pensioenfonds opstel en voorsta vir werknemers vir wie lune in kluusule 4 van die Ooreenkoms voorgestyk word.

(b) Die oogmerke van die Pensioenfonds is om werknemers in staat te stel om 'n inkomste te hê by aftrede, wat ook gratsifikasie-, ongeskiktheids- en sterrtevoordele insluit.

(c) Lidmaatskap van die Fonds is verplichting vir alle werknemers vir wie lune in kluusule 4 van die Ooreenkoms voorgestyk word.

(d) Bystand kragtens die Pensioenfonds is nie oordraagbaar nie en mag nie verpand word nie.

(e) 'n Bedrag gelykstaande met 7% moet van 'n werknemer vir wie lune in kluusule 4 van die Ooreenkoms voorgestyk word, se weeklikse loon, bereken op 'n 44-uur week, afgetrek word en gemaak word se werkgever moet 'n gelyke bedrag weeklikks tot die Pensioenfonds bydra.

(f) Bydrae moet weeklikse deur die Raad inbetaal word en maandeliks deur die Raad by Fedlife Assurance Limited (Reg. No. 05/17130/06) oortoet word.

(4) As early as possible after the first Friday in November of each year and not later than one week thereafter, every employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt card.

(5) The Council shall not be liable to make payment in respect of any vouchers issued to an employee in terms of this Agreement, unless such vouchers are affixed in a contribution book obtained from the Council and such contribution book is deposited with the Council before the commencement of the holiday period prescribed in clause 22 hereof.

(6) An employee shall not be entitled to claim for any vouchers issued to him until the day prescribed by the Council in terms of paragraph (5) hereof. The Council shall, however, have the right to authorise such payment if in its discretion it is considered advisable to do so. In the case of the death of an employee the amount due to him from the Holiday Fund as prescribed in clause 23 hereof shall be paid to his estate by cheque drawn in favour of such estate upon his contribution book being lodged with the Council.

25. PROVIDENT FUND AND PENSION FUND

(1) (a) The Council shall, in a manner prescribed in the Act and in co-operation with Fedlife Assurance Limited (Reg. No. 05/17130/06), establish the Provident Fund with retirement and death benefits for employees for whom wages are prescribed in clause 4 (1) (a), (b) and (c) hereof.

(b) The objects of the Provident Fund shall be to entitle employees to an income upon retirement.

(c) Membership of the Provident Fund shall be compulsory for all employees for whom wages are prescribed in clause 4 (1) (a), (b) and (c) hereof.

(d) Any benefits accruing under the Provident Fund shall not be transferable and shall not be pledged.

(e) An amount equal to 2% of the weekly wage, calculated on a 44-hour week, of an employee for whom wages are prescribed in clause 4 (1) (a), (b) and (c) hereof shall be deducted and an equal amount shall be contributed by the employee's employer towards the Provident Fund.

(f) Contributions shall be paid to the Council on a weekly basis and the Council shall pay over to Fedlife Assurance Limited (Reg. No. 05/17130/06), contributions so collected, on a monthly basis.

(g) Copies of documents containing detailed information of the Provident Fund shall be lodged with the Director-General of Manpower.

(2) (a) The Council shall, in a manner prescribed in the Act and in co-operation with Fedlife Assurance Limited (Reg. No. 05/17130/06), negotiate and continue a satisfactory pension fund for employees for whom wages are prescribed in clause 4 (1) (d) hereof.

(b) The objects of the Pension Fund shall be to entitle employees to an income upon retirement, which shall include gratuity disability and death benefits.

(c) Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in clause 4 (1) (d) hereof.

(d) Any benefits accruing under the Pension Fund shall not be transferable and shall not be pledged.

(e) An amount equal to 7% of the weekly wage, calculated on a 44-hour week, of an employee for whom wages are prescribed in clause 4 (1) (d) hereof shall be deducted and an equal amount shall be contributed by the employer's employer towards the Pension Fund.

(f) Contributions shall be paid to the Council on a weekly basis and the Council shall pay over to Fedlife Assurance Limited (Reg. No. 05/17130/06), contributions so collected, on a monthly basis.
(g) Kopieë van dokumente wat breedvoerige besonderhede van die Pensioenfonds bevat, moet by die Direktewegeneraal van Mannekrag ingediend word.

(3) Die Raad moet 'n bewysstuk uitleen ten opsigte van die Bydrae wat kragtig die Voorsorg- en Pensioenfonds inbetaal word. welke bewysstuk in die bydraeboek van die werk- nemer aangaande moet word.

(4) 'n Werknemer moet, menslikheidsverlof en toestemming tot afwezigheid in ag genome, 40 uur in 'n week werk om vir sy bystand ingevoel hierdie klousule te kwalifiseer.

26. BYSTANDSFONDS

(1) Die werking van die Bystands fonds wat in gevolge Goe wernskenniswet 330 van 1 Maart 1963 ingestel is en as die “Bystands fonds van die Bouw en Kroonstad” (hierna die “Bystands fonds” genoem) bekend staan, word hierby voortgezet.

(2) Die Bystands fonds bestaan uit—

(a) bydrae van werkgevers en werknermes wat ooreenkoms met hierdie Ooreenkom in die Bystands fonds gestort word;

(b) rente verf by die belegging van geld van die Bystands fonds;

(c) ander bedrae gelt waarop die Bystands fonds geregeld word.

(3) Lidmaatskap van die Bystands fonds is verplicht vir alle werknermes vir wie londe in klousule 4 (1) (d) hiervan voorgeskrif word.

27. BYDRAE TOET DIE BYSTANDSFONDS

(1) Die geld van die Bystands fonds word verf by deur middel van 'n gekombineerde bydrae deur werkgevers en werknermes, gelykstaande met 2% van die werknemer se weeklikse loon, ten opsigte van elke werknemer in klousule 26 van die Bystands fonds bedoel.

(2) 'n Werkgever moet aan elk van sy werknemers op wie hierdie klousule van toepassing is, 'n bedrag gelykstaande met 1% van sodoende werknemer se weeklikse loon per week betaal.

(3) 'n Werkgever moet van die weeklikse besoldiging van elkeen van sy werknemers op wie hierdie klousule van toepassing is, 'n bedrag gelykstaande met 1% van sodoende werknemer se weeklikse loon aftrek.

(4) Waar 'n werknemer gedurende dis selfde week by twee of meer werkgevers in diens was, moet die betaling ingevoer in klousule (2) en die uitreiking ingevoer in klousule (3) hiervan vir daardie week gedaan word deur die werkgever by wie hy die eerste gedurende daardie week minstens drie volle werkdag in diens was.

(5) Waar 'n werknemer minder as 40 uur in 'n bepaalde week vir 'n werkgever werk, moet 'n bedrag dat bereken word op die werkdie getal ure gewerk, uitgesonderd werk op 'n openbare vakansiedag en onoortydwerk, pro rata tot die bedrag genoem in klousule (2) hiervan, onmiddellik by sy diensbeëindiging of aan die einde van die laaste werkdag van die week, na gelang van die vroegste, betaal word.

(6) 'n Werknemer wat minder as 40 uur vir 'n werkgever gewerk het, menslikheidsverlof en toestemming tot afwezigheid in ag genome, kwalifiseer nie vir sy bystand ooreenkoms met die Bystands fonds nie.

(7) 'n Werkgever moet die bedrag wat ingevoel in klousule (3) hiervan afgetrek is, aan die sekretaris van die Raad betaal, en die Raad moet bewysstukke aan die betrokke werkgever uitleen vir alle bedrae aldus betaal.

(g) Copies of documents containing detailed information of the Pension Fund shall be lodged with the Director-General of Manpower.

(3) The Council shall issue a voucher in respect of the contributions paid in terms of the Provident and Pension Fund, which voucher is to be affixed in the contribution book of the employee.

(4) An employee shall, with due observance of humanitarian leave and permission of absence, work a 40 hour week to qualify for his benefits in terms hereof.

26. BENEFIT FUND

(1) The operation of the Benefit Fund established under Government Notice 330 of 1 March 1963, and known as the “Building Industry Benefit Fund, Kroonstad” (hereinafter referred to as the “Benefit Fund”), is hereby continued.

(2) The Benefit Fund shall consist of—

(a) contributions from employers and employees paid to the Benefit Fund in accordance with this Agreement;

(b) interest derived from the investment of any moneys of the Benefit Fund;

(c) any other sums of money to which the Benefit Fund may become entitled.

(3) Membership of the Benefit Fund shall be compulsory for all employees for whom wages are prescribed in clause 4 (1) (d) hereof.

27. CONTRIBUTIONS TO THE BENEFIT FUND

(1) The moneys of the Benefit Fund shall be acquired by means of a combined contribution by employers and employees, equal to 2% of the employee’s weekly wage in respect of every employee referred to in clause 26 hereof.

(2) An employer shall pay to each of his employees to whom this clause applies an amount equal to 1% of such employee’s weekly wage per week.

(3) An employer shall deduct from the weekly remuneration of each of his employees to whom this clause applies an amount equal to 1% of such employee’s weekly wage per week.

(4) Where an employee is employed by two or more employers during the same week, the payment in terms of subclause (2) and the deduction in terms of subclause (3) hereof for that week shall be made by the employer by whom he was first employed during that week for not less than three full working days.

(5) Where an employee works for an employer for less than 40 hours in any one week, an amount calculated on the actual number of hours worked, excluding work on a public holiday and on overtime work, and pro rata to the amount referred to in subclause (2) hereof, shall be paid immediately on termination of his employment or at the end of the last working day of the week, whichever is the earlier.

(6) An employee who has worked for an employer for less than 40 hours in any week, with due observance of humanitarian leave and permission of absence, shall not qualify for his benefits in terms of the Benefit Fund.

(7) The amount deducted in terms of subclause (3) hereof shall be paid by an employer to the Council and the Council shall issue vouchers to the employer concerned for all amounts so paid.
(8) (a) 'n Werkgever moet ten opsigte van die bedrae wat hy ingevolge subklausule (3) hiervan afgetrek het, op elke betaaldag aan elkeen van sy betrokke werknemers 'n bewysstuk ter waarde van sodanige bedrae uitrek wat op 'n leesbare wyse met die naam van die firma en die datum van uiterligging geroepie is, en die werknemer moet sodanige bewysstuk plak in 'n bydraeboek wat hy van die Raad moet verkry en wat die werknemer moet bewaar: Met dien verstande dat die Raad 'n saamgestelde bewysstuk kan uiterlig wat betalings insluit ten opsigte van ander fondse wat die Raad administrer.

(b) Die werknemer moet die saamgestelde bewysstukke in paragraaf (a) hiervan bedoel, inplak in die bydraeboek wat in klausule 24 hiervan beskryf is, en die bydraeboek is aan dienselfde reëls en regulasies onderworpe as die in klausule 24 hiervan.

(3) (a) 'n Lid wat vanweë die feit dat hy werkloos is, nie vir sy bystand kwalifiseer nie of tydelik werkzaam is in 'n gebied buite die gebied waarop hierdie Ooreenkomst van toepassing is, laat indien hy dit verlang, aan die Raad die betrokke lid 'n bewysstuk betaal en genoemde lid moet sodanige bewysstuk in sy bydraeboek plak.

(b) 'n Lid wat nie sy premies ingevolge hierdie klausule konstant betaal nie, moet onklaar of geen bewysstuk hierdie klausule nadat 'n gelyke aantal bydrae met toestemming van die Raad en daarna 'n verdere 13 bydrae gemaak is."

11. KLOUSULE 28: BYSTAND OOREENKOMSTIG DIE BYSTANDSFONDS

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

“(1) Die ooreenkomste van die Bystandsfonds is om werknemers te verbind om verliese van verdienste as gevolg van werkloosheid wat veroorsaak is deur siekte of 'n ongeluk en om mediese bystand te verleen.”

(b) Skrap subklausule (6).

12. KLOUSULE 36: DIE NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(a) In subklausule (2), vervang die uitdrukking "15c" deur die uitdrukking "45c".

(b) In subklausule (3), vervang die uitdrukking "drie volle werkdae" deur die uitdrukking "40 uur".

13. KLOUSULE 40: VERBOD OP INDIENSNEMING

Vervang subklausule (1) deur die volgende:

“(1) Geen werknemer, uitgesonde 'n vakman, ambagsman, vak leerling of werker met gespesifiseerde vaardighede, mag vir geskoolde werk in diens geneem word nie tenby die toestemming van die Raad vooraf verkry is.”

14. KLOUSULE 45: VAKVEREENIGINGLEDENDEGELD EN BYDRAE TOT DIE VAKVEREENIGING SE BYSTANDSFONDS

Vervang subklausules (1) tot (11) deur die volgende:

“(1) Die vakvereniging moet van elke werknemer wat lid is van die vakvereniging, skriftelike bewys van sodanige lidmaatskap aan die Raad lever.

(2) Die Raad moet 'n bedrag van R1,75 per week ten opsigte van ledgeld van elke werknemer se weeklikse bydrae tot die Spaarbank 6000 in klausule 47A hiervan vermeld, aftrek en aan die vakvereniging op 'n maandelikse basis oorbetal.

(3) Die Raad moet invordering geld van 5% aftrek van die bedrag wat ingevolge subklausule (2) hiervan ingevorder is, en die bedrag aldus aftrek, val die algemene fondse van die Raad toe."
15. KLOUSELE 46: WERKGEWERS-ORGANISASIEGELDE

(a) Vervang die uitdrukking "25c" in subklausule (1) deur die uitdrukking "40c".

(b) Vervang die uitdrukking "drie volle werkdae" in subklausule (2) deur die uitdrukking "40 uur".

16. KLOUSELE 47: OPLEIDINGSFONDS VIR DIE BOUWERKWEDE

Vervang subklausule (1) deur die volgende:

"(1) Nademaal die Raad verwiit is van die instelling van die Opleidingskema vir die Bouwerkweide [ingel. deur die Bouindustrië Federaasie (Suid-Afrika), ingevolge Goewermentskennisgewing R. 1948 van 11 September 1987, kragtens die Wet op Mannekragopleiding, 1981], mag die Raad hierby, vir die doel om die oogmerke te implementeer wat in die konstitusie van genoemde Opleidingskema uiteengestel word, die insameling van bydraes ooreenkomsstig die procedures soos voorgestel en bereken ten 1,5% van die bruto weeklikse lon betaal deur 'n werkgewer. Die Raad is verder geregist op 'n invorderingsgeld soos voorgestel in die konstitusie van genoemde Opleidingskema.

(2) 'n Opleidingskema, soos voorgestel deur die Bouindustrië Federaasie (Suid-Afrika) en in ooreenstemming met die Wet op Mannekragopleiding, 1981, moet in die landdorpsdistr. Kroonstad ingestel gesels word."

17. Voeg die volgende nuwe klausules 47A en 47B in:

"47A. SPAARSKEMA

(1) 'n Werkgewer kan, met die skriftelike toestemming van sy werknemer vir wie 'n loon in klausule 4 (1) van die Ooreenkoms voorgestel is, 'n bedrag van R2 per week afrek van die loon van sodanige werknemer wat minstens 40 uur gedurende daardie week vir hom gewerk het.

(2) Bedrae wat ingevolge subklausule (1) afgetrek word, moet weekliks aan die Raad betaal word en moet namens die betrokke werknemer deur die Raad in 'n spesiale trustrekening gehou word.

(3) Die bedrag in die krediet van die werknemer moet voor of op 31 Desember elke jaar deur die Raad aan hom betaal word, min die bedrag wat met die maatregel van die werknemer as lediegeld aan die vakvereniging betaal moet word.

47B. KLAGTES

Alle klagtes moet binne vier weke na die ontstaan van 'n geskied tussen 'n werkgewer en 'n werknemer by die Raad se agent aangemeel word.

Aldus gedoen en geteken namens die partei te Kroonstad heide die 30ste dag van Oktober 1991.

J. H. LABUSCHAGNE,
Voorstitter.

F. LE R. GELDENHUIS,
Ondervoorsitter.

M. M. KEEVEY,
Sekretaris.

No. R. 2585 11 September 1992
WERKLOOSHEIDSVERSEKERINGSWET, 1966
WYSIGING VAN REGULASIES

Die Minister van Mannekraag het kragtens artikel 62 van die Werkloosheidsversekeringswet, 1966 (Wet No. 30 van 1966), die regulasies in die Bylae hierby, uitgevaardig.

15. CLAUSE 46: EMPLOYER'S ORGANISATION FEES

(a) In subclause (1), substitute the expression "40c" for the expression "25c".

(b) In subclause (2), substitute the expression "40 hours" for the expression "three full working days".

16. CLAUSE 47: BUILDING INDUSTRIES TRAINING FUND

Substitute the following for subclause (1):

"(1) Whereas the Council has been advised of the establishment of the Building Industries Training Scheme [inaugurated by the Building Industries Federation (South Africa) in terms of Government Notice R. 1948 of 11 September 1987, in accordance with the Manpower Training Act, 1981], the Council hereby authorises, for the purpose of implementing the objects set forth in the constitution of the said Training Scheme, the collection of contributions in accordance with the procedure prescribed and calculated at a rate of 1,5% on the weekly gross wages paid by an employer. The Council is furthermore entitled to a collection fee as prescribed in the constitution of the said Training Scheme.

(2) A Training Scheme, as provided by the Building Industries Federation (South Africa) and in accordance with the Manpower Training Act, 1981, shall be instituted in the magisterial district of Kroonstad."

17. Insert the following new clauses 47A and 47B:

"47A. SAVINGS SCHEME

(1) An employer may, with the consent of his employee for whom wages are prescribed in clause 4 (1) hereof, deduct an amount of R2,00 per week from the wages of such employee who has worked for him for not less than 40 hours during that week.

(2) Amounts deducted in terms of subclause (1) shall be paid weekly to the Council and shall be retained by the Council on behalf of the employee concerned in a special trust account.

(3) The amount standing to the credit of the employee shall be paid to him by the Council by not later than 31 December each year, less any amount authorised by the employee to be paid in respect of subscriptions to the trade union.

47B. COMPLAINTS

All complaints are to be reported to the Council's agent within four weeks from a dispute arising between an employer and an employee."

Thus done and signed at Kroonstad on behalf of the parties, this 30th day of October 1991.

J. H. LABUSCHAGNE,
Chairman.

F. LE R. GELDENHUIS,
Vice Chairman.

M. M. KEEVEY,
Secretary.

No. R. 2585 11 September 1992
UNEMPLOYMENT INSURANCE ACT, 1966
AMENDMENT OF REGULATIONS

The Minister of Manpower has, under section 62 of the Unemployment Insurance Act, 1966 (Act No. 30 of 1966), made the regulations set out in the Schedule hereto.
Economy hits pay increases

SHARON SOROUR, Labour Reporter

WORKERS have had to accept lower increases than anticipated for the third year in a row because of economic conditions, according to the Labour Chronicle.

The labour affairs journal said that in spite of a number of “high-decibel” strikes — like at Toyota, in the hospital services and the metal industry, which dealt with unique and industry-specific factors — 1992 was comparatively free of wage strikes.

“This has been particularly true in those sectors that have suffered widespread job loss over the last two years,” said the journal.

The key feature of the annual wage round was the fact that less than 12 percent of about 70 major negotiations surveyed resulted in settlements which exceeded the inflation rate.

Workers in the paper, wood and allied industrial sector won the highest increase at 15.7 percent, followed by the food and beverage sector (14.77 percent), the retail sector (14.19 percent) and the chemical sector (13.67 percent).

The clothing sector, the Cape’s biggest employer, had increases of 11.88 percent.

The manufacturing and metal sector at 11.23 percent and the parastatal sector at 9.6 percent got the lowest increases.

The journal said: “This anti-inflationary trend obviously will have beneficial effects on the economy and help to establish a good platform for any significant upturn in general economic activity.

“The wage restraint shown by unions, nevertheless, has been largely as a result of massive job losses.”

This suggested that any upturn, especially if it was accompanied by a company level increase in employment quickly would result in a high level of wage “aggression” at an early stage of the upswing.

Win 5-day getaway to a world of fun

THIS WEEK, The Argus offers readers the chance to win a five-day getaway for two to the magical Carousel Entertainment World north of Pretoria, in Bophutatswana, and a consolation prize of R500 cash to the runner-up.

The prize includes air fares to Johannesburg, transport to and from The Carousel, accommodation, breakfast and dinners, complimentary entry to the Cheyenne Saloon, two cinema tickets and a R50 casino voucher.

Over the next five days, The Argus will publish two questions a day. At the end of the competition on Friday, September 18, fill in the answers on the entry form provided below today and post it to: The Carousel Entertainment World Competition, The Argus, PO Box 15269, VLAERBERG 6016. The competition closes on Friday, September 25.

All the fun of the fair and a whirl of non-stop entertainment for the entire family; that’s The Carousel, an entertainment complex without parallel in the southern hemisphere.

In the Victorian era, on which the complex is modelled, funfairs moved from town to town and one of their most popular attractions was the carousel, with its brightly-painted wooden horses, rising and dipping in a circle.

This is the age which has been recalled at The Carousel, with its fountains and prancing wooden horses, and its own, magnificent, stained glass roofs held up by the kind of elegantly slim hammer-beams and arched girders which still adorn Victorian London stations.

Today’s two questions are:
1. From which era does The Carousel take it’s theme?
2. How far north of Pretoria is the Carousel?

For additional information on the Carousel, or...
SA elects to go it alone at IMF and World Bank for next 2 years

The Argus Correspondent

WASHINGTON. — South Africa is reliably understood to have decided to go it alone at the International Monetary Fund and World Bank for another two years.

With voting on the issue due later today, Switzerland made South Africa a "relatively attractive" offer to join its group in establishing the new 24th seat on the executive boards of the IMF and World Bank.

But after last-minute meetings with Swiss officials here yesterday, South African sources said they had decided to put the issue "on ice". There was little chance they would reverse this decision before the voting.

With the IMF/World bank precluded from lending to South Africa until there is "internal and external consensus" on the issue, South African representatives remained concerned that joining a group now might have political repercussions.

Moreover, a radical restructuring of the world bodies' governing boards is likely to happen at the 1994 election because the United States has demanded a review of their structure in return for allowing Switzerland in as a 24th group.

The number of executive directors — who jointly decide policy — is likely to be trimmed back from 24 to 20. South Africa will then probably be able to negotiate a stronger position.

For the past few years, South Africa — which was once part of the Australian group — has been excluded from any constituency. Instead, it has maintained its own principal permanent representative to the IMF and World Bank, at present Dr Frans le Roux. He is entitled to sit in on relevant debates.

"We will not be badly off in continuing these arrangements," a top official said.

Member nations at the IMF and the World Bank are each allocated voting quotas based on the size of their economies. They form groups to vote for executive directors who represent those groups.

The new Swiss constituency, which will be established today, represents an increase from 23 to 24 in the number of executive directors.
SACCAWU victory

Workers forced final settlement through militant action

By Ike Motsapi

THE four-week-old strike by about 100 members of the South African Commercial Catering and Allied Workers Union at Prodsmol In-store Marketing was called off on Monday.

The most important concession gained by the union is the realisation of its demand for a monthly minimum wage of R880. 

The settlement was reached last Thursday at 3am while approximately 70 strikers toyi-toyied through the night at the company’s head office. Strikers returned to work after management and the union reached a settlement on a variety of issues.

Ms Sue Harvey of Saccawu’s legal unit said: “The most important thing for our union is that workers forced the final settlement through their own militant action” Harvey said the union and management reached agreement on the following issues:

* Short time’s hours are immediately increased from 30 to 35 per week and they receive the same increase - R145 as full-time staff members. This increase is back-dated to March 1 1992;

* Moratorium on retrenchments;

* No new employments until short timers have full-time jobs;

* A minimum monthly salary of R880;

* A worker’s committee is to sit with management to study the company’s operations. This is intended to find ways of reverting back to a 40-hour weekly working period;

* No disciplinary action will be taken against people who had been on strike; and

* That strikers must report back to work on Monday September 21.
2. KLOUSLE 18. ELEKTRONNIESE ONTWIKKELINGS- EN OPLEIDINGSFONDS VAN DIE ELEKTRONNIESE AANNEMINGSNYWERHED—

In subklausule (1), vervang die uitdrukking "R2,00" deur die uitdrukking "R2,50".

DEEL II

3. KLOUSLE 4: OPGAWE VAN LONNE EN VERDIESTES

Vervang die bestaande loontabel deur die volgende:

<table>
<thead>
<tr>
<th>&quot;Loon per uur&quot;</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meester-elektrisien</td>
<td>15,88</td>
</tr>
<tr>
<td>Elektron 1 en 3</td>
<td>13,03</td>
</tr>
<tr>
<td>Elektron 2</td>
<td>9,73</td>
</tr>
<tr>
<td>Elektron 1</td>
<td>9,21</td>
</tr>
<tr>
<td>Abdajer</td>
<td>6,18</td>
</tr>
<tr>
<td>Arboder</td>
<td>5,06</td>
</tr>
</tbody>
</table>

Drywer van 'n voertuig waarvan die onbeslagmate is:

(a) hoogstens 3 500 kg is | 5,47 |
(b) van 3 501 kg tot 9 000 kg is | 6,18 |
(c) 9 001 kg en meer is | 7,04" |

Soos gemagtig, vir en namens die party by die Raad, op hede die 1de dag van Junie 1992, te Kaapstad onderteken.

M. MILLER,
Voorsitter van die Raad.

M. BENNETT,
Ondervoorsitter van die Raad.

G. J. J. VAN DER MERWE,
Sekretaris van die Raad.

No. R. 2698 25 September 1992

WET OP ARBEIDSGEWOONDE, 1956

BESKUITNYWERHED VAN SUID-AFRIKA: HERNUWING VAN OOREENKOMS


G. M. E. CARELSE,
Adjunkminister van Mannekrag.

No. R. 2699 25 September 1992

WET OP ARBEIDSGEWOONDE, 1956

BESKUITNYWERHED VAN SUID-AFRIKA: WYSIGING VAN OOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhouding, 1956, dat die bepaling van die Ooreenkomse (hierna die Wysigingsoor-

No. R. 2699 25 September 1992

LABOUR RELATIONS ACT, 1956

BISCUIT MANUFACTURING INDUSTRY OF SOUTH AFRICA: RENEWAL OF AGREEMENT


G. M. E. CARELSE,
Deputy Minister of Manpower.

No. R. 2699 25 September 1992

LABOUR RELATIONS ACT, 1956

BISCUIT MANUFACTURING INDUSTRY OF SOUTH AFRICA: AMENDMENT OF AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 hereeto and which relates to the Under-
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 28 Februarie 1993 eindig, bindend is vir die werkgewersorganisasië en die vakvereniging wat die wysigingsoornekmoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasië of vereniging is en

(b) krategen artikel 48 (1) (b) van die genoemde Wet, dat die bepalings van die Wysigingsoornekmoms, uitgesonderde dié vervat in klousule 1 (1) (b), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1993 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrekkende is of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsoornekmoms gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE BESKUITNYWERHEID VAN SUID-AFRIKA

OORENKOMS

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

Employers’ Organisations of the Biscuit Manufacturing Industry of South Africa

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

National Union of Operative Biscuit Makers and Packers of South Africa


1. TOEPASSINGSBESTEK VAN OORENKOMS

(1) Hierdie Ooreenkomst moet nagekom word—

(a) in die landdrosdistrikte Bellville, Die Kaap, Goodwood, Kuilsrivier, Malmesbury, Moorreesburg, Simonstad, Somerset-West, Stellenbosch, Worcester en Wynberg.

(b) deur alle werkgewers en werknemers in die Beskuitnywerheid wat lede van onderskeidelik die werkgewersorganisasies en die vakvereniging is.

taking, 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 28 February 1993 upon the employers’ organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (b) shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 28 February 1993 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL FOR THE BISCUIT MANUFACTURING INDUSTRY OF SOUTH AFRICA

AGREEMENT

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

Employers’ Organisations of the Biscuit Manufacturing Industry of South Africa

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

National Union of Operative Biscuit Makers and Packers of South Africa


1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) in the Magisterial Districts of Bellville, Goodwood, Kuils River, Malmesbury, Moorreesburg, Simon’s Town, Somerset West, Stellenbosch, The Cape, Worcester and Wynberg.

(b) by all employers and employees in the Biscuit Manufacturing Industry who are members of the employers’ organisation and the trade union, respectively.
(2) Ondanks subklousule (1) is hierdie Ooreenkoms slegs van toepassing op dêe kategorieë werknemers vir wie minimum lone voorgestryf word in klousule 4 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2479 van 19 November 1962 (hierna die "Vorige Ooreenkoms" genoem) en op die werkgevers van sodanige werk- nemers.

2. KLOUSULE 4 VAN DIE VORIGE OOREENKOMS: LONE

Vervang subklousule (1) deur die volgende:

"(1) Die minimum lone wat aan ondergenoemde klasse werknemers betaal moet word, is soos volg:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Description</th>
<th>Loon per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Graad 1</td>
<td>Voorman beskuitbakker</td>
<td>713,29</td>
</tr>
<tr>
<td>Graad 2</td>
<td>Bliketjieswaarder, voorman, voorwarsender, ambagsman</td>
<td>627,20</td>
</tr>
<tr>
<td>Graad 3</td>
<td>Magasyn, bliketjiebesteller, bestelbediener en hendelsreigter</td>
<td>530,03</td>
</tr>
<tr>
<td>Graad 4</td>
<td>Besteller</td>
<td>486,51</td>
</tr>
</tbody>
</table>

Met dien verstande dat die volgende addisionele bedrade betaalbaar is aan besteliers in die klasse soos aangedui:

Vanaf 9 000 tot 16 000 kg: R6,00 per week.
Meer as 16 000 kg: R9,00 per week.

Bediener van "n beskuituitry-en-amboiseer masjien, deegmenger of deegman, oondman:

Eerste jaar ondervinding: 387,62
Tweede jaar ondervinding: 423,29
Daar: 486,51

Graad 5: Deegroller
Graad 6: Senior onderbaas
Graad 7: Versender, onderbaasyvanger, asbestbeveiliging, eerstehulp-bediener, klerk
Graad 8: Assistant-magasinier, bediener van "n spikkel- en oliebehuis, gehaltebeheer, kontroleur, dwyer

Met dien verstande dat die volgende addisionele bedrade betaalbaar is aan dwyer van motorvoertuie in die klasse soos aangedui:

Van 3 500 tot 9 000 kg: R3,00 per week.
Van 9 000 tot 16 000 kg: R6,00 per week.
Meer as 16 000 kg: R9,00 per week.

Graad 9: Valmoegesienbediener, foktouw, bediener van "n Kempers, masjienwerker
Graad 10: Wasbok-speur, laboratoriumwerker, voorraadhulp, assistent-oondman, assistant-deegroller

(i) As 'n assistent-oondman permanent tot oondman bevorder word, moet hy—
na twee jaar diens as 'n assistent-oondman, teen die loon van 'n eerstejaar-oondman beskikbaar word;
daarby van hierdie diens as 'n assistent-oondman, teen die loon van 'n tweedejaar-oondman bepaal word;
aan vier jaar of langer diens as 'n assistent-oondman, teen die loon van 'n oondman bepaal word.

(ii) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to those categories of employees for whom minimum wages are prescribed in clause 4 of the Agreement published under Government Notice No. R. 2479 of 19 November 1962 (hereinafter referred to as the "Former Agreement") and to the employers of such employees.

2. CLAUSE 4 OF THE FORMER AGREEMENT: WAGES

Substitute the following for subclause (1):

"(1) The minimum wages that shall be paid to the undermentioned classes of employees shall be as follows:

From date of coming into operation of this Agreement
Wage per week

| Grade 1 | Foreman biscuit baker | 713,29 |
| Grade 2 | Biscuit baker, foreman, foreman despatcher, artisan | 627,20 |
| Grade 3 | Storeman, tin-making chargehand, van kalsman and traveller | 530,03 |
| Grade 4 | Vanman | 486,51 |

Provided that the following additional amounts shall be payable to vanmen in the categories indicated:

From 9 000 to 16 000 kg: R6,00 per week.
Over 16 000 kg: R9,00 per week.

Biscuit cutting and embossing machine operator, dough mixer or doughman, ovensman:

First year of experience: 387,62
Second year of experience: 423,29
Thereafter: 486,51

Grade 5: Brakevanman
Grade 6: Senior chargehand
Grade 7: Despatcher, chargehand packer, merchandiser, first-aid attendant, clerical employee

Grade 8: Assistant storeman, chocolate enrolling machine operator, quality control attendant, driver

Provided that the following additional amounts shall be payable to drivers of motor vehicles in the categories indicated:

From 3 500 to 9 000 kg: R3,00 per week.
From 9 000 to 16 000 kg: R6,00 per week.
Over 16 000 kg: R9,00 per week.

Grade 9: Guillotine machine operator, handyman, the stamping press operator, machine hand
Grade 10: Laundry chargehand, laboratory attendant, stock-hand, assistant ovensman, assistant brakesman

(i) If an assistant ovensman is permanently promoted to ovensman—

after two years employment as an assistant ovensman, he shall be paid at the rate for the first year ovensman;
after three years' employment as an assistant ovensman, he shall be paid at the rate for a second year ovensman;
after four years' or more employment as an assistant ovensman, he shall be paid at the rate for an ovensman.
(ii) Indien en wanneer 'n deegroller weens siekte of 'n ander oorsaak van sy werk afwesig is, moet die assistent-deegroller die werk van die deegroller verrig en moet hy gedurende die tyd wat hy aldaar werkzaam is, beloëg word toe die loon wat in Graad 5 vir 'n deegroller voorgestryf word.

Graad 11: Teliwerk, papierstalletjiewerk, hanteerder van personeel/pakket... 287,82

Werknemers wat blikke maak of blikke en houers herstel wat nie elders vermeld word nie:

Eerste 12 maande ondervinding........... 268,50
Daarna................................. 287,82

Graad 12: Verpakker, etiketterader, pakkiesverpakker, monsterolverpakker:

Eerste 42 maande ondervinding........... 268,50
Daarna................................. 281,92

Afsetbevoorrader se assistent............. 268,50

Plukker.................................. 281,92

Graad 13: Ketelbediener, wag (dagwag, daviewag of heuwag), werkemers wat rantsone geaam, werknemers nie elders vermeld nie........... 268,50

Fabriekwerker:

Eerste 6 maande ondervinding............. 268,50
Daarna................................. 278,32

Graad 14: Arbeider, aflerweringsassistente........... 268,50

'n Los werknemer moet ten opsigte van elke dag of gedeelte van 'n dag wat hy gewerk het, minstens een vyfde die weekloon van 'n arbeider betaal word: Met dien verstande dat waar daar nie van 'n los werknemer vereis word om meer as vier opeenvolgende ure op 'n dag te werk nie, sy voorgeskrywe loon met 50 persent verminder kan word.

Die weekloon van 'n werknemer wat per maand betaal word, is sy maandloon gedeel deur vier en 'n derde.:”

3. KLOUSULE 9 VAN DIE VORIGE OORENKOMS: JAARLIKE VERLOF

(i) Vervang subklausule (1) (a) (iv) deur die volgende:

“(iv) in die geval van 'n werknemer wat 12 jaar of meer ononderbroke diens by dieselike maatskappy het, vyf agtereenvolgende werkdae verlof plus die verlof wat in (i), (ii) en (iii) hierbo voorgestryf is: Met dien verstande dat vir die doel van hierdie paragraaf enige onderbreking van diens van 6 maande of minder nie as gebroke diens beskou word nie en so 'n onderbreking nie in ag geneem word by die berekening van die werknemers se tydperk van diens nie,”.

(ii) Voeg die volgende nuwe subklausule (7) in:

“(7) Jaarlikse sluiting: Binne 'n bedryfsingtig wat 'n jaarlike sluiting waarneem, hou alle werknemers wat gedurende die sluiting hul jaarlike verlof neem, om 12h00 op die laaste werkdag voor die begin van die sluiting op werk en word hulle vir 'n volle dag ten opsigte van daardie dag betaal.”

From date of coming into operation of this Agreement

Wage per week

<table>
<thead>
<tr>
<th>Grade</th>
<th>Description</th>
<th>Wage (R)</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Tally clerk, paper still attendant, staff parcel attendant</td>
<td>287,82</td>
</tr>
<tr>
<td>12</td>
<td>Packer, labeler, packer packer, sample packer</td>
<td>281,92</td>
</tr>
<tr>
<td>13</td>
<td>Boiler attendant, watchman (night watchman, day watchman or gatekeeper), employees engaged in cooking of rations, employees not elsewhere specified</td>
<td>268,50</td>
</tr>
<tr>
<td>14</td>
<td>Labourer, delivery assistant</td>
<td>278,32</td>
</tr>
</tbody>
</table>

3. CLAUSE 9 OF THE FORMER AGREEMENT:

ANNUAL LEAVE

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

“(iv) In the case of an employee who has 12 years or longer unbroken service with the same company, five consecutive working days leave of absence in addition to the leave provided for in (i), (ii) and (iii) above: Provided that for the purpose of this paragraph any break in service of 6 months or less shall not be regarded as broken service and such break shall not be taken into account in calculating the employee’s length of service,”.

(ii) Insert the following new subclause (7):

“(7) Annual closing: In an establishment which observes an annual shut down, all employees proceeding on their annual leave during the shut down shall cease work at 12h00 on the last working day prior to the commencement of the shut down and be paid a full day’s pay in respect of that day.”.
4. KLOUSESLE 10 VAN DIE VORIGE OOREENKOMS:
SIEKTEVERLOF

In subklousule (3) (a) Kraamverlof, vervang die woorden "vier maande" en "tydperk van vier maande" deur die woorden "ses maande" en "tydperk van ses maande" onderskeidelik.

Gegteken te Kaapstad op hede die 2de dag van April 1992.

N. DANIELS,
Voorsitter.

M. T. FORREST,
Ondervoorsitter.

K. L. BARNES,
Sekretaris.

No. R. 2700 25 September 1992

WET OP ARBEIDVERHOUINDINGE, 1956

VLEISBEDRYF, OOS-LONDEN: WYSIGING VAN
OOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidverhoudinge, 1956, dat die bepalings van die Ooreenkom (hierna die Wysigingsoor-
reënkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by
hierdie kennisgewing vermeld, met ingang van 1 Oktober 1992 en vir die tydperk wat op 30 Septem
b 1995 eindig, bindend is vir die werk-
gewersorganisasie en die vakvereniging wat die Wysigingsoorreënkoms aangegaan het en vir die werk-
gewers en werknemers wat lede van geno-
emde organisasie of vereniging is en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsoorreë-
koms, uitgesonder die vervat in klousule 1 (1) (b) met ingang van 1 Oktober 1992 en vir die
tydperk wat op 30 September 1995 eindig, bind
ding is vir al die ander werkgewers en werke
ners as die genoem in paragraaf (a) van hierdie
kennisgewing wat betrekke is by of in diens is in
genomen Onderneeming, Nywerheid, Bedryf of
Beroep in die gebied in Klousule 1 van die Wysig
ingsoorreënkoms gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE VLEISBEDRYF,
OOS-LONDEN

OOREENKOMS

oorreënkoms die Wet op Arbeidverhoudinge, 1956, gesluit deur en aangegaan tussen die

East London Meat Traders’ Association
(hierna die “werkgewers” of die “werkgewersorganisasie”
genoom), aan die een kant, en die

East London Meat Trade Union
(hierna die “warknemers” of die “vakvereniging” genoom),
aan die ander kant,
wat dié party is by die Nywerheidsraad vir die Vleisbedryf,
Oos-Londen,

4. CLAUSE 10 OF THE FORMER AGREEMENT:
SICK LEAVE

In subclause (3) (a) Maternity Leave substitute the words “six months”, and “six-month period” for the words “four
months” and “four-month period” respectively. 

Signed at Cape Town this 2nd day of April 1992.

N. DANIELS,
Chairman.

M. T. FORREST,
Vice-Chairman.

K. L. BARNES,
Secretary.

No. R. 2700 25 September 1992

LABOUR RELATIONS ACT, 1956

MEAT TRADE, EAST LONDON: AMENDMENT OF
AGREEMENT

1. Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Rela
tions 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 Under
taking, Industry, Trade or Occupation referred to
in the heading to this notice, shall be binding, with
effect from 1 October 1992 and for the period ending 30 September 1995, upon the
employers’ organisation and the trade union which entered into the Amending Agreement
and upon the employers and employees who are
members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending
Agreement, excluding those contained in clause
1 (1) (b), shall be binding, with effect from 1
October 1992 and for the period ending 30 Sep
tember 1995, upon the employers and employees, other than those referred to in para
graph (a) of this notice, who are engaged or
employed in the said Undertaking, Industry,
Trade or Occupation in the area specified in
clause 1 of the Amending Agreement.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE MEAT
TRADE, EAST LONDON

AGREEMENT

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

East London Meat Traders’ Association
(hereinafter referred to as the “employers” or the “em-
ployers’ organisation”), of the one part, and the

East London Meat Trade Union
(hereinafter referred to as the “employees” or the “trade
union”), of the other part,
being parties to the Industrial Council for the Meat Trade,
East London,
4. KLOUSULE 10 VAN DIE VORIGE OOREENKOMS: SIEKTEVERLOF

In subklousule (3) (a) Kraamverlof, vervang die woorde "vier maande" en "tydperk van vier maande" deur die woorde "ses maande" en "tydperk van ses maande" onderskeidelik.

Geteken te Kaapstad op hede die 2de dag van April 1992.

N. DANIELS,
Voorsitter.

M. T. FORREST,
Ondervoorsitter.

K. L. BARNES,
Sekretaris.

No. R. 2700 25 September 1992
WET OP ARBEIDSVERHOUDINGE, 1956
VLEISBEDRYF, OOS-LONDEN: WYSIGING VAN OOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunktminister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkomst (hierna die Wysigingsoor-

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsoor-

G. M. E. CARELSE,
Adjunktminister van Mannekrag.

BYLAE
NYWERHEIDSRAAD VIR DIE VLEISBEDRYF, OOS-LONDEN
OOREENKOMS

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

East London Meat Traders' Association
(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

East London Meat Trade Union
(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Vleisbedryf, Oos-Londen,

4. CLAUSE 10 OF THE FORMER AGREEMENT: SICK LEAVE

In subclause (3) (a) Maternity Leave substitute the words "six months", and "six-month period" for the words "four months" and "four-month period" respectively.

Signed at Cape Town this 2nd day of April 1992.

N. DANIELS,  
Chairman.

M. T. FORREST,  
Vice-Chairman.

K. L. BARNES,  
Secretary.

No. R. 2700 25 September 1992
LABOUR RELATIONS ACT, 1956
MEAT TRADE, EAST LONDON: AMENDMENT OF AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 1 October 1992 and for the period ending 30 September 1995, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (b), shall be binding, with effect from 1 October 1992 and for the period ending 30 September 1995, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,  
Deputy Minister of Manpower.

SCHEDULE
INDUSTRIAL COUNCIL FOR THE MEAT TRADE, EAST LONDON
AGREEMENT

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

East London Meat Traders’ Association
(hereinafter referred to as the "employers“ or the “employers’ organisation”), of the one part, and the

East London Meat Trade Union
(hereinafter referred to as the "employees“ or the “trade union”), of the other part, being parties to the Industrial Council for the Meat Trade, East London.
GOVERNMENT GAZETTE, 25 SEPTEMBER 1992

1. TOEPASSINGSBESTEK

1. Hierdie Ooreenkoms moet nagekoms word—
   (a) in die Landdrosdistrik Oos-Londen; en
   (b) deur alle werkgewers wat lede van die werkgewersorganisasies is en in die Vleisbedryf is, en deur alle werknemers wat lede van die vakverenigings is en in dardie Bedryf werkzaam is.


2. KLOUSULE 3: WOORDOMSKRYWING

(1) Onder "algemene werker", sluit "(m) vleis verpak en toedraa" en hernummer (n), (o) en (p) tot (m), (n) en (o).

3. KLOUSULE 4: BESOLDIGING

Vervang klousule 4 deur die volgende:

"4. BESOLDIGING

Geen laer besoldiging as die volgende mag deur 'n werkgewer betaal en deur 'n werknemer aanvaar word nie:

<table>
<thead>
<tr>
<th>Per week</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
</tr>
<tr>
<td>(i) Bestuurder—</td>
<td></td>
</tr>
<tr>
<td>gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>450,00</td>
</tr>
<tr>
<td>gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>495,00</td>
</tr>
<tr>
<td>daarna</td>
<td>545,00</td>
</tr>
<tr>
<td>(ii) Winkelkontroleur—</td>
<td></td>
</tr>
<tr>
<td>gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>305,00</td>
</tr>
<tr>
<td>gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>335,00</td>
</tr>
<tr>
<td>daarna</td>
<td>370,00</td>
</tr>
<tr>
<td>(b) Vleisstokkies en/of bereider van vleisprodukte, gekwalifiseer—</td>
<td></td>
</tr>
<tr>
<td>gedurende eerste jaar onderwinding</td>
<td>365,00</td>
</tr>
<tr>
<td>gedurende tweede jaar onderwinding</td>
<td>400,00</td>
</tr>
<tr>
<td>daarna</td>
<td>440,00</td>
</tr>
<tr>
<td>(ii) Vleisstokkies en/of bereider van vleisprodukte, ongekwalifiseer—</td>
<td></td>
</tr>
<tr>
<td>gedurende eerste jaar onderwinding</td>
<td>300,00</td>
</tr>
<tr>
<td>gedurende tweede jaar onderwinding</td>
<td>330,00</td>
</tr>
<tr>
<td>daarna</td>
<td>365,00</td>
</tr>
<tr>
<td>(iii) Steker—</td>
<td></td>
</tr>
<tr>
<td>gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>155,00</td>
</tr>
<tr>
<td>gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>170,00</td>
</tr>
<tr>
<td>daarna</td>
<td>190,00</td>
</tr>
</tbody>
</table>

1. SCOPE OF APPLICATION

1. The terms of this Agreement shall be observed—
   (a) in the Magisterial District of East London; and
   (b) by all employers who are members of the employers’ organisation and who are engaged in the Meat Trade, and by all employees who are members of the trade union and who are employed in that Trade.


2. CLAUSE 3: DEFINITIONS

(1) Delete ""(m) packing and wrapping of meat,"" under ""general workers"" and renumber (n), (o) and (p) to read (m), (n) and (o).

3. CLAUSE 4: REMUNERATION

Substitute the following for clause 4:

"4. REMUNERATION

No employer shall pay and no employee shall accept remuneration lower than the following:

<table>
<thead>
<tr>
<th>Per week</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
</tr>
<tr>
<td>(i) Manager—</td>
<td></td>
</tr>
<tr>
<td>during first year of operation of this Agreement</td>
<td>450,00</td>
</tr>
<tr>
<td>during second year of operation of this Agreement</td>
<td>495,00</td>
</tr>
<tr>
<td>thereafter</td>
<td>545,00</td>
</tr>
<tr>
<td>(ii) Shop controller—</td>
<td></td>
</tr>
<tr>
<td>during first year of operation of this Agreement</td>
<td>305,00</td>
</tr>
<tr>
<td>during second year of operation of this Agreement</td>
<td>335,00</td>
</tr>
<tr>
<td>thereafter</td>
<td>370,00</td>
</tr>
<tr>
<td>(b) (i) Meat technician and/or smallgoodsman, qualified—</td>
<td></td>
</tr>
<tr>
<td>during first year of experience</td>
<td>365,00</td>
</tr>
<tr>
<td>during second year of experience</td>
<td>400,00</td>
</tr>
<tr>
<td>thereafter</td>
<td>440,00</td>
</tr>
<tr>
<td>(ii) Meat technician and/or smallgoodsman, unqualified—</td>
<td></td>
</tr>
<tr>
<td>during first year of experience</td>
<td>300,00</td>
</tr>
<tr>
<td>during second year of experience</td>
<td>330,00</td>
</tr>
<tr>
<td>thereafter</td>
<td>365,00</td>
</tr>
<tr>
<td>(iii) Cutter—</td>
<td></td>
</tr>
<tr>
<td>during first year of operation of this Agreement</td>
<td>155,00</td>
</tr>
<tr>
<td>during second year of operation of this Agreement</td>
<td>170,00</td>
</tr>
<tr>
<td>thereafter</td>
<td>190,00</td>
</tr>
<tr>
<td></td>
<td>Per week</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>(c) Los werknemer— <em>Pro rate</em> bedrag vir die werklle</td>
<td>275,00</td>
</tr>
<tr>
<td>tydpark wat hy gewerk het teen die voorgeskrewe</td>
<td>305,00</td>
</tr>
<tr>
<td>loon van toepassing op die klas werk wat hy verrig.</td>
<td>345,00</td>
</tr>
<tr>
<td>(d) (i) Klerk, gekwalificeer—</td>
<td>225,00</td>
</tr>
<tr>
<td>gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>250,00</td>
</tr>
<tr>
<td>gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>275,00</td>
</tr>
<tr>
<td>daarna</td>
<td>145,00</td>
</tr>
<tr>
<td>(ii) Klerk, ongekwalifieer—</td>
<td>160,00</td>
</tr>
<tr>
<td>gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>175,00</td>
</tr>
<tr>
<td>gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>200,00</td>
</tr>
<tr>
<td>daarna</td>
<td>130,00</td>
</tr>
<tr>
<td>(e) (i) Winkelassistent—</td>
<td>120,00</td>
</tr>
<tr>
<td>gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>135,00</td>
</tr>
<tr>
<td>gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>150,00</td>
</tr>
<tr>
<td>daarna</td>
<td>120,00</td>
</tr>
<tr>
<td>(f) Algemene werker—</td>
<td>120,00</td>
</tr>
<tr>
<td>gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>135,00</td>
</tr>
<tr>
<td>gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>150,00</td>
</tr>
<tr>
<td>daarna</td>
<td>120,00</td>
</tr>
<tr>
<td>(g) Motorvoertuigdwyer:</td>
<td>120,00</td>
</tr>
<tr>
<td>Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesse wel die onbelaste massa van 'n sleepwag van sleepwaans wat 'n voertuig trek—</td>
<td>135,00</td>
</tr>
<tr>
<td>(i) hoogstens 500 kg is—</td>
<td>140,00</td>
</tr>
<tr>
<td>gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>155,00</td>
</tr>
<tr>
<td>gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>170,00</td>
</tr>
<tr>
<td>(ii) meer as 500 kg maar hoogstens 2 500 kg is—</td>
<td>165,00</td>
</tr>
<tr>
<td>gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>180,00</td>
</tr>
<tr>
<td>gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>200,00</td>
</tr>
<tr>
<td>daarna</td>
<td>190,00</td>
</tr>
<tr>
<td>(iii) meer as 2 500 kg is—</td>
<td>210,00</td>
</tr>
<tr>
<td>gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>240,00</td>
</tr>
<tr>
<td>gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>210,00</td>
</tr>
<tr>
<td>daarna</td>
<td>240,00</td>
</tr>
<tr>
<td>(h) (i) Massasmeter en prysvaststeller—</td>
<td>130,00</td>
</tr>
<tr>
<td>gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>145,00</td>
</tr>
<tr>
<td>gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms</td>
<td>160,00</td>
</tr>
</tbody>
</table>
### 4. KLOUSULE 5: BETALING VAN BESOLDIGING

Vervang subklousule (2) deur die volgende:

"(2) Daar mag van geen werknemer vereis word om, as deel van sy dienskontrakt, kos of inwoning van sy werkgewer of op 'n plek deur sy werkgewer aangegee, aan te neem of om goedere van sy werkgewer te koop nie. Waar 'n werknemer instem om kos of inwoning of albei aan te neem, kan die werkgewer hoogstens die bedrae hieronder gespesifiseer, uitrek:

<table>
<thead>
<tr>
<th>Per week R</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Kos en inwoning</td>
<td>30,00</td>
</tr>
<tr>
<td>Kos</td>
<td>20,00</td>
</tr>
<tr>
<td>Inwoning</td>
<td>10,00</td>
</tr>
</tbody>
</table>

### 5. KLOUSULE 6: VERHOUDING VAN WERKNEMERS

Vervang subklousule (5) deur die volgende:

"(5) Wanneer enige werknemer die werk van 'n vleesetnikus verrig, word hy geèg 'n vleesetnikus te wees.".

### 6. KLOUSULE 7: WERKURE

Vervang subklousule (6) deur die volgende nuwe subklousule (5):

"(6) Kluusules 7(1), 8 (2) en 9 (1) is nie van toepassing nie op 'n werknemer wat—

gedurende die eerste jaar na die inwerkingtreding van hierdie Ooreenkomms R19 000;


gedurende die tweede jaar na die inwerkingtreding van hierdie Ooreenkomms R21 000 en
gedurende die derde jaar na die inwerkingtreding van hierdie Ooreenkomms R23 000,

per jaar verdien.".

### 7. KLOUSULE 10: WERK OP SONDÆE EN BESOLDIGING VIR WERK OP SONDÆE

Vervang subklousule (2) deur die volgende:

"(2) Wanneer van 'n werknemer, uitgesonder 'n los werknemer, vereis word om op 'n Sondag te werk, moet die werkgewer die werknemer minstens dubbel sy gewone loon betaal vir elke uur wat op 'n Sondag gewerk word.".

### 8. KLOUSULE 11: VAKANSIEDÆE EN BESOLDIGING

Vervang subklousule (4) deur die volgende:

"(4) (a) Ondanks subklousules (2) en (3) moet aan 'n werknemer wat minstens vyf jaar ononderbroke diens by dieselfde werkgewer het, een ekstra week verfoe per jaar, of besoldiging in plaas van sondage week, na goedunieke van die werkgewer toegestaan word.

(b) Waar die diens van sondage werknemer voor die voltooiing van 'n jaar diens beëindig word, moet die werkgewer, vir en in plaas van die verfoe aan die werknemer, vir elke voltooi deel van die sondage week, betaal deel van die loon wat die werknemer ontvang het toe sondage diens beëindig is.".

### 4. CLAUSE 5: PAYMENT OF REMUNERATION

Substitute the following for subclause (2):

"(2) No employee shall be required as part of his contract of employment to board or lodge with his employer or at any place nominated by his employer or to purchase any goods from his employer. Where an employee agrees to accept board or lodging, or both, deductions not exceeding the amounts specified hereunder may be made by the employer:

<table>
<thead>
<tr>
<th>Per week R</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Board and lodging</td>
<td>30,00</td>
</tr>
<tr>
<td>Board</td>
<td>20,00</td>
</tr>
<tr>
<td>Lodging</td>
<td>10,00</td>
</tr>
</tbody>
</table>

### 5. CLAUSE 6: PROPORTION OR RATIO OF EMPLOYEES

Substitute the following for subclause (5):

"(5) Whenever any employee performs the work of a meat technician, he shall be deemed to be a meat technician.".

### 6. CLAUSE 7: HOURS OF WORK

Substitute subclause (6) with the following new subclause (5):

"(6) The provisions of clauses 7 (1), 8 (2) and 9 (1) shall not apply to an employee who is in receipt of—

R19 000 per annum during the first year of operation of this Agreement;

R21 000 per annum during the second year of operation of this Agreement;

R23 000 per annum during the third year of operation of this Agreement.".

### 7. CLAUSE 10: SUNDAY WORKING AND PAYMENTS

Substitute the following for subclause (2):

"(2) Whenever an employee, other than a casual employee, is required to work on a Sunday, the employer shall pay to the employee not less than double his ordinary rate of remuneration for each hour worked on a Sunday.".

### 8. CLAUSE 11: HOLIDAYS AND PAYMENTS

Substitute the following for subclause (4):

"(4) (a) Notwithstanding anything contained in subclauses (2) and (3), an employee who has not had less than five years' continuous service with the same employer shall be granted one extra week's leave per annum, or remuneration in lieu of such week, at the discretion of the employer.

(b) Where the service of such employee is terminated before the completion of a year's service, the employer shall, for and in lieu of leave, pay to the employee for each completed week of service in the uncompleted year, forty-fifthseonds of a week's pay at the rate that the employee was receiving when such service was terminated.".
9. KLOU SULE 18: FONDSE VAN DIE RAAD

Vervang klausule 18 deur die volgende:

"18. FONDSE VAN DIE RAAD

Die fondse van die Raad, wat by die Raad berus en deur hom geadministrer moet word, word soos volg verkry:

(a) Elke werkgever moet den ontpig van elke saloononderneming wat hy bezit of bedryf, ’n jaarlike bydrae van R50,00 gedurende die eerste jaar na die inwerkingtreding van hierdie Ooreenkoms, R60,00 gedurende die tweede jaar na die inwerkingtreding van hierdie Ooreenkoms en R70,00 gedurende die derde jaar na die inwerkingtreding van hierdie Ooreenkoms, aan die Raad betaal. Sodanige bedrag is verskuldig op die datum van die inwerkingtreding van hierdie Ooreenkoms, of op die datum waarop hy tot die Vleisbedryf toetree, watter ook al die jongste datum is, en moet betal word binne twee weke na die datum waarop dit verskuldig is.

(b) Elke werkgever moet van die loon van elke van sy werknemers wat ’n loon van minder as R150,00 per week ontvang, R2,00 per maand gedurende die eerste jaar na die inwerkingtreding van hierdie Ooreenkoms aftrek, R3,00 per maand gedurende die tweede jaar na die inwerkingtreding van hierdie Ooreenkoms en R4,00 per maand gedurende die derde jaar na die inwerkingtreding van hierdie Ooreenkoms.

(c) Elke werkgever moet van die loon van elke van sy werknemers wat ’n loon van R150,00 of meer per week ontvang, R3,00 per maand gedurende die eerste jaar na die inwerkingtreding van hierdie Ooreenkoms aftrek, R4,00 per maand gedurende die tweede jaar na die inwerkingtreding van hierdie Ooreenkoms en R5,00 per maand gedurende die derde jaar na die inwerkingtreding van hierdie Ooreenkoms.

Die werkgever moet die totale bedrag wat aldus afgetrek is, voor of op die 10de dag van elke maand wat volg op die maand waarop sodanige betalings verskuldig is, aan die Sekretaris van die Raad stuur saam met die vorm voorge- skryf in Aanhangsel A.

Namens die partye op hede die 16de dag van Maart 1992 te Oos-Londen onderteken.

I. R. Dawe,
Voorraad van die Raad.

J. Van der Merwe,
Ondervoorraad van die Raad.

J. A. Nicholas,
Sekretaris van die Raad.

DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGS-ONTWIKKELING

DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. R. 2672 25 September 1992

DIE SUID-AFRIKAANSE GENEESKUNDIGE EN TANDHEEKLIGE RAAD

REGULASIES WAT DIE OMVANG VAN DIE BEROEPE SPRAAKTERAPIE EN OUDILOGIE OMSKRIFT: WYSIGING

Die Minister van Nasionale Gesondheid het, op aanbieding van die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad, kragliens artikel 61 (1) gelee met artikel 33 (1) van die Wet op Geneesheer, Tand- arte, en Aanvullende Gesondheidsdienstberoepes, 1974 (Wet No. 56 van 1974), die regulasies in die Bylae hiervan uiteengesit, uitgevaarig.

BYLAE

1. In hierdie Bylae beteken "die Regulasies" die regulasies afgekondig deur Goewermentskennisgewing No. R. 889 van 5 Mei 1988, soos gewyseig.
Employer clause on agenda at engineering wage talks

ENGINEERING industry pay talks have moved into a delicate phase, with all parties due to meet today to fine-tune a clause protecting employers against compulsory plant-level wage bargaining.

Seifsa executive director Brian Angus said yesterday he was "guardedly optimistic about a settlement".

He declined to disclose the results of a special industry council meeting held on Wednesday.

Seifsa has made its revised wage offer of a 9.1% increase on actual earnings conditional on union acceptance of a clause that protects employers against compulsory company-level bargaining.

Angus said Numsa would be at Friday's meeting which, according to Metal and Electrical Workers' Union of SA spokesman Zinhlele Cindi, would finalise details of the clause on wage bargaining levels.

Numsa last week shunned talks on the clause, which aims to stop unions from forcing employers to pay higher rates than agreed at national negotiations.

Cindi said his union accepted Seifsa's offer in principle, but had reservations about the rider limiting union rights on wage bargaining.

"Where workers already have the right to factory-level bargaining, this should remain. The clause must not be permanent."

Motivating Numsa's opposition to the clause, Numsa chief negotiator Les Kettle- das last week said it protected employers only, with no reciprocal security for workers against arbitrary changes to service conditions. He said the union also insisted that a settlement depended on the reinstatement of about 3,000 Numsa members fired during the August strike.

Angus earlier indicated the clause could be reviewed at a later stage.

Seifsa's final offer has been accepted by unions affiliated to the Confederation of Mining and Building Unions, the Mine Workers' Union and the Iron and Steel Workers' Union. — Sapa.
SCHEDULE

By the deletion of regulation 4.04.12.

Note.—With the commencement of section 105 (as amended) of the Customs and Excise Act 1964, published in Act 111 of 1991 on 5 July 1991 rule 12.01 published in Government Notice No. R. 1468 of 28 June 1991 came into effect. The said rule stipulates that interest at the rate of 17% per annum will be charged from 5 July 1991 on amounts of duty outstanding. Regulation 4.04.12 has as a result become superfluous and is being deleted.

No. R. 2778

2 October 1992

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 1 (No. 1/4/130)

Under section 48 of the Customs and Excise Act, 1964, Part 4 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

J. A. VAN WYK,
Deputy Minister of Finance.

<table>
<thead>
<tr>
<th>I</th>
<th>II</th>
<th>III</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surcharge Item</td>
<td>Tariff Heading</td>
<td>Surcharge Code</td>
</tr>
<tr>
<td>166.00</td>
<td>“36.00”</td>
<td>01.00</td>
</tr>
</tbody>
</table>

Note.—The effect of this amendment is that the rate of surcharge on fireworks of subheading No. 3604.10 is reduced from 40% to 15%.

BYLAE

No. R. 2778

2 October 1992

DOEANE-EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/4/130)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 4 van Bylae No. 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoen.

J. A. VAN WYK,
Adjunkministeer van Finansies.

<table>
<thead>
<tr>
<th>I</th>
<th>II</th>
<th>III</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bobelasningsitem</td>
<td>Tarifespos</td>
<td>Bobelasningkode</td>
</tr>
<tr>
<td>166.00</td>
<td>“36.00”</td>
<td>01.00</td>
</tr>
</tbody>
</table>

Opmerking.—Die uitwerking van hierdie wysiging is dat die skaal van bobelasting op vuurwerke van subpcs No. 3604.10 van 40% na 15% verlaag word.

DEPARTMENT OF MANPOWER

No. R. 2708

2 October 1992

LABOUR RELATIONS ACT, 1956

CHEMICAL INDUSTRY, CAPE: AMENDMENT OF MAIN AGREEMENT

I. Glen Morris Edwin Carelse, Deputy 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 Amen—
(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1992, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat de bepalingen van de Wysigingsoorneekoms, uitgesonderd die vervat in klusule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1992 inogg, bindend is vir die werkgewersorganisasiie en die vakvereniging wat die wysigingsoorneekoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

G. M. E. CAREELSE,
Deputy Minister of Manpower.

SCHEDULE
INDUSTRIAL COUNCIL FOR THE CHEMICAL INDUSTRY (CAPE)

MAIN AGREEMENT

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

Cape Manufacturing Chemists' and Druggists' Association
(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Chemical and Allied Workers' Union
(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Chemical Industry (Cape),

1. AREA AND SCOPE OF APPLICATION OF MAIN AGREEMENT

1. The terms of this Agreement shall be observed in the Chemical Industry (Cape)—

(a) by all employers who are members of the employers' organisation and are engaged in the Chemical Industry and by all employees who are members of the trade union and are employed in the said industry;

(b) in the municipal area of Cape Town, as it existed on 19 October 1966, and in the Magisterial Districts of Goodwood (excluding those portions which in terms of Government Notice No. 1882 of 3 October 1975 were transferred from the Magisterial District of The Cape and excluding those portions which in terms of Government Notice No. 1611 of 3 September 1976 were transferred from the Magisterial District of The Cape and
 Wynberg) and Bellville (excluding those portions which in terms of Government Notices Nos. 2102 and 173 of 2 November 1945 and 9 February 1973, respectively, were transferred from the Magisterial District of Wynberg), in that portion of the Magisterial District of Stellenbosch which, prior to the publication of Government Notice No. 283 of 2 March 1962, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1982, fell within the Magisterial District of Bellville, in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville and in the Magisterial District of Malmsbury.

(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 this Agreement.

(3) Notwithstanding anything to the contrary in this Agreement, nothing herein contained shall be construed as affecting or applying to employees earning not less than R39 100 per annum, nor to workers commonly known within the Chemical Industry as sales representatives: Provided that the provisions of this subclause shall not affect the provision of clause 16.

2. CLAUSE 4: WAGES

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

"(a) Employees other than casual employees:

<table>
<thead>
<tr>
<th>Category I:</th>
<th>R</th>
<th>R</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>First six months</td>
<td>4,9995</td>
<td>209,98</td>
<td>909,83</td>
</tr>
<tr>
<td>Thereafter</td>
<td>5,3499</td>
<td>224,70</td>
<td>973,61</td>
</tr>
</tbody>
</table>

Category II:

| First six months | 5,3499 | 224,70 | 973,61 |
| Thereafter | 5,5097 | 231,40 | 1 002,67 |

Category III:

| First six months | 5,5097 | 231,40 | 1 002,67 |
| Thereafter | 5,7352 | 240,68 | 1 043,73 |

Category IV:

| First six months | 5,7352 | 240,68 | 1 043,73 |
| Thereafter | 6,2530 | 262,63 | 1 137,96 |

Category V:

| First six months | 6,2530 | 262,63 | 1 137,96 |
| Thereafter | 7,4147 | 311,42 | 1 349,39 |

Category VI:

| First six months | 7,4147 | 311,42 | 1 349,39 |
| Thereafter | 7,9236 | 328,84 | 1 424,87 |

Category VII:

| First six months | 7,9236 | 328,84 | 1 424,87 |
| Thereafter | 11,7341 | 492,83 | 2 135,45 |

Category VIII:

| First six months | 11,7341 | 492,83 | 2 135,45 |
| Thereafter | 13,5067 | 584,18 | 2 531,24". |

(2) Substitute the following for subclause (7):

"(7) Night shift: In addition to the wages prescribed in subclause (1) hereof, an employer shall pay an extra 20 per cent of wages per shift to each employee any portion of whose normal working hours falls within the period 18h00 to 06h00."

en Wynberg oorgeplaas is) en Bellville (uitsesonder daardie gedeeltes wat ingevolge Goewermentskennisgewings Nos. 2102 en 173 van onderskeidelik 2 November 1945 en 9 Februarie 1973 vanaf die landdrosdistriek Wynberg oorgeplaas is), in daardie gedeelte van die landdrosdistriek Stellenbosch wat voor die publikasie van Goewermentskennisgewing No. 283 van 2 Maart 1982 binne die landdrosdistriek Bellville geval het en in daardie gedeelte van die landdrosdistriek Kuilsrivier wat voor die publikasie van Goewermentskennisgewing No. 661 van 19 April 1974 binne die landdrosdistriek Stellenbosch geval het, maar wat voor 2 Maart 1982 binne die landdrosdistriek Bellville geval het, in daardie gedeelte van die landdrosdistriek Kuilsrivier wat voor die publikasie van Goewermentskennisgewing No. 1683 van 7 Augustus 1987, binne die landdrosdistriek Bellville geval het en in die landdrosdistriek Malmsbury.

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

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet niks hiervan vervang word opdat die werk- nemers wat minstens R39 100 per jaar verdien of werkers wat in die algemeen in die Chemikalieënrywerheid as verkoopsverteenwoordigers bekend staan, raak of op hulle van toepassing is nie: Met dié verstande dat hierdie sub- klousule nie klousule 16 raak nie.

2. KLOUSULE 4: LONE

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

"(a) Werknemers, uitgesonder les werknemers:

<table>
<thead>
<tr>
<th>Kategorie I:</th>
<th>R</th>
<th>R</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eerste ses maande</td>
<td>4,9995</td>
<td>209,98</td>
<td>909,83</td>
</tr>
<tr>
<td>Daarna</td>
<td>5,3499</td>
<td>224,70</td>
<td>973,61</td>
</tr>
</tbody>
</table>

Kategorie II:

| Eerste ses maande | 5,3499 | 224,70 | 973,61 |
| Daarna | 5,5097 | 231,40 | 1 002,67 |

Kategorie III:

| Eerste ses maande | 5,5097 | 231,40 | 1 002,67 |
| Daarna | 5,7352 | 240,68 | 1 043,73 |

Kategorie IV:

| Eerste ses maande | 5,7352 | 240,68 | 1 043,73 |
| Daarna | 6,2530 | 262,63 | 1 137,96 |

Kategorie V:

| Eerste ses maande | 6,2530 | 262,63 | 1 137,96 |
| Daarna | 7,4147 | 311,42 | 1 349,39 |

Kategorie VI:

| Eerste ses maande | 7,4147 | 311,42 | 1 349,39 |
| Daarna | 7,9236 | 328,84 | 1 424,87 |

Kategorie VII:

| Eerste ses maande | 7,9236 | 328,84 | 1 424,87 |
| Daarna | 11,7341 | 492,83 | 2 135,45 |

Kategorie VIII:

| Eerste ses maande | 11,7341 | 492,83 | 2 135,45 |
| Daarna | 13,5067 | 584,18 | 2 531,24". |

(2) Vervang subklousule (7) deur die volgende:

"(7) Nagskof: Benewens die loon wat in subklousule (1) hiervan voorgeskryf word, moet 'n werkgewer aan elke werk- nemer van wie 'n gedeelde van sy normale werkure in die tydperk 18h00 tot 06h00 val, 'n ekstra 20 persent van sy loon per skof betaal."."
(3) Substitute the following for subclause (9) (a):

“(9) (a) Calculation of wages: All employees who earned above the minimum rate prior to 1 January 1992 shall be entitled to a 15% increase. Provided the employees shall not earn less than the new minimum wages for the category in which they are employed."

3. CLAUSE 7: HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

In subclause (7) (b) substitute the expression “R6,00” for the expression “R4,00”.

4. CLAUSE 13 bis: RETRENCHMENT/REDUNDANCY POLICY AND PROCEDURE

Substitute the following for subclause (4):

“(4) Severance pay: (a) Severance pay shall be based on length of service and shall be in addition to notice pay (if applicable) and accrued holiday pay.

(b) Retrenched and redundant employees shall receive two weeks' wages for every completed year of service up to 10 years' service with a minimum of 8 weeks' wages, and three weeks' wages for each completed year of service after 10 years' service to a maximum of 52 weeks' wages: Provided that employees who are made redundant or are retrenched before completing 1 year's service shall receive 2 weeks' wages as severance pay.”

5. CLAUSE 16: COUNCIL FUNDS

In subclause (1) substitute the expression “22c” for the expression “18c” and the expression “95c” for the expression “77c”.

6. Insert the following new clause 25:

“CLAUSE 25: FUNERAL INSURANCE

(1) For the purpose of providing employees and their dependants with funeral insurance benefits, every employer shall each month deduct from the actual wages paid to the said employee in the his employ R1,40 of such wage and shall add thereto a like amount which like amount shall be paid by the employer on behalf of the said employees in his employ.

(2) The contributions prescribed in subclause (1) shall be transmitted to the Secretary of the Industrial Council, P.O. Box 1536, Cape Town, 8000, not later than the seventh day of each month.

Should any payment due in terms of this clause not be received by the Council by the end of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, Act 55 of 1975, calculated from the seventh day until the day upon which payment is actually received by the Council.

Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance. In the event of the Council's incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall also be liable to pay forthwith all such costs of whatever nature between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer, first in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

(3) Vervang subklusule (9) (a) deur die volgende:

“(9) (a) Loonberekening.—Alle werknemers wat voor 1 Januarie 1992 meer as die minimum loon ontvang het, is geregel op 'n verhorig van 15%. Met dié voorstel dat die werknemer nie minder mag ontvang nie as die nuwe minimum loon vir die kategorie waarin hy werkzaam is.”

3. KLOUSULE 7: WERKURE, GEWONE EN OORTYD, EN BESOLDIGING VIR OORTYD

In subklusule (7) (b), vervang die uitdrukking "R4,00" deur die uitdrukking "R6,00".

4. KLOUSULE 13 bis: BELEID EN PROCEDURE IN VERBAND MET PERSONEEL Verminderings/POSBesnoeiings

Vervang subklusule (4) deur die volgende:

“(4) Uittreelhoof: (a) 'n Uittreelhoof moet op die jare diens gebaseer word en 'n bybetaling wees bo en behalwe kennis- geld (indien van toepassing) en opgehoepel vertegfold.

(b) Personeelverminderende en posbesnoeiende werknemers moet twee weke se loon vir elk voltooië diensjaar tot 10 jaar voltooië diens ontvang, met 'n minimum van 8 weke se loon, en drie weke se loon vir elk voltooië diensjaar na 10 jaar diens, tot 'n maksimum van 52 weke se loon: Met dié veranderinge dat personeelverminderende en posbesnoeiende werknemers wat nog nie 'n diensjaar voltoo hie nie, 2 weke se loon as uittreelhoof moet ontvang.”

5. KLOUSULE 16: FONDS DE VOL Die RAAD

In subklusule (1), vervang die uitdrukking "18c" deur die uitdrukking "22c" en die uitdrukking "77c" deur die uitdrukking "95c".

6. Voeg die nuwe klausule 25 in:

“KLOUSULE 25: BEGRAAFNIJSVERSEKERING

(1) Ten einde aan werknemers en hulle afhanklikes begrafnisversekeringsvoordele te verskaf, moet elke werk-
gewer elke maand R1,40 afreek van werlike lone wat aan die
dewerke in sy diens betaal word en daarby 'n gelyke
bedrag voeg wat hy namens genoemde werknemers in sy
diens moet betaal.

(2) By die bydraes in subklausule (1) voorgeskryf, moet voor of op die sewende dag van elke maand aan die Sekretaris van die Nywerherraad, Posbus 1536, Kaapstad, 8000, gestuur word.

Indien enige bedrag wat ingevolge hierdie klausule verskuldig is aan die einde van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, nie die Nywerherraad ontvang nie, is die werkgever onmiddellik aanspreeklik vir en moet hy rete betaal op sodanige bedrag of sodanige kleinere bedrag as wat nog nie betaal is nie, en wat teen die rentekoers wat in die Wet op die Voorgestreekte Rentekoers, Wet 55 van 1975, voorgeskryf is, bereken vanaf die sewende dag tot op die dag waarop betaling weltlik deur die Nywerherraad ontvang word:

Met dié veranderinge dat die Nywerherraad na goedgunne sodanige rente in enige individuele geval geheel of gedeeltelik kan kwetsklik. Indien die Nywerherraad enige onkoste aangaan of verplig word om invorderingskommissie te betaal as gevolg van dié werkgever se versag om enige betaling voor of op die vervaldatum te maak, is die werkgever onmiddellik aanspreeklik vir die betaling van alle sodanige onkoste van watter aard ook al soos tussen proskureur en klient of alle sodanige invorderingskommissie, en kan die Nywerherraad na sy uitsluitlike goedgunne enige betaling wat deur die werkgever gemaak word, toewys om eerstens sodanige on-
koste, invorderingskommissie en rente te dek en daarna die agterstallige hoofsom te vermindervan.
(3) The contributions received in terms of subclause (2) shall be transmitted by the Secretary of the Council to Metropolitan Life Limited for and on behalf of each member to cover such members and their dependants for funeral benefits as provided for in the Group Funeral Insurance Scheme and subject to the terms and conditions specified therein. A copy of the Group Scheme shall be transmitted to the Director-General of Manpower.

(4) This clause shall not apply in respect of casual employees."

Signed on behalf of the parties this 21st day of February 1982.

S. PENNEY,
Chairman.

J. HEEGER,
Vice-Chairman.

K. L. BARNES,
Secretary.

No. R. 2710 2 October 1992

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY, EAST LONDON: AMENDMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 30 June 1993, upon the employers’ organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.

(3) Die hydraas ooreenkomstig subklousule (2) ontvang, moet deur die Sekretaris van die Raad vir en namens elke lid aan Metropolitan Lewens gestuur word om sodanige lede en hulle afhankliklik vir begrafnisbystand te dek soos bepaal in die Groepbegrafnisversekeringskema en behoudens die be- dinge en voorwaardes daarin bepaal. 'n Kopie van die groep- polis moet aan die Direkteur-generaal van Mannelkrag ges- tuur word.

(4) Hierdie klausule is nie op los werkgevers van toepas- sing nie.".

Gegteken naams die partye op hede die 21ste dag van Februarie 1992.

S. PENNEY,
Voorsitter.

J. HEEGER,
Ondervoorsitter.

K. L. BARNES,
Sekretaris.

No. R. 2710 2 Oktober 1992

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNISE NYWERHEID, OOS-LONDEN: WYSIGING VAN HOOFFOOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannelkrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van die Ooreenkomst (hierna die Wysigingsoor- eenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsoorrekening aangesa het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalinge van die Wysigingsoorenkoms, uitgesonder dié vervat in kloosule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir alle ander werkgewers en werk- nemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrekking is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in kloosule 1 van die Wysigingsoorrekening gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannelkrag.
SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY, EAST LONDON

MAIN AGREEMENT

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

Electrical Contractors' Association (South Africa)
(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and

The South African Electrical Workers' Association
(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Electrical Industry, East London,


PART I

GENERAL CONDITIONS APPLICABLE THROUGHOUT THIS AGREEMENT

1. AREA AND SCOPE OF APPLICATION

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

(a) who are members of the employers' organisation and the trade union, respectively, and

(b) who are engaged or employed in the industry in the Magisterial District of East London (excluding that portion which, prior to the publication of Government Notice 1079 of 10 June 1988, fell within the Republic of Ciskei).

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

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

PART II

2. CLAUSE 4: SCHEDULE OF WAGES AND/OR EARNINGS

Substitute the following for the table of wages:

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Cents per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master electrician</td>
<td>1 098</td>
</tr>
<tr>
<td>Electrician, artisan and DAM</td>
<td>925</td>
</tr>
<tr>
<td>Ekloopp 3</td>
<td>708</td>
</tr>
<tr>
<td>Ekloopp 2</td>
<td>575</td>
</tr>
<tr>
<td>Ekloopp 1</td>
<td>348</td>
</tr>
</tbody>
</table>

DEEL I

ALGEMENE VOORWAARDEN WAT DEURGAANS OP HIERDIE OOREENKOMS VAN TOEPASSING IS

1. GEBIED EN TOEPASSINGSBESTEK

(1) Hierdie Ooreenkomst moet nagekom word deur alle werkgewers en werknemers in die Elektrotechniese Nywerheid—

(a) wat lede is van onderskeidelik die werkgewersorganisasie en die vakvereniging, en

(b) wat betrokke is by of werk saam in die Nywerheid in die landdrosdistrik Oos-Londen (uitgesonderd die gedeelde wat voor die publikasie van Goewernmentskennisgewing 1079 van 10 Junie 1988 binne die Republiek Ciskei geval het).

(2) Ondanks subklusule (1) is hierdie Ooreenkomst van toepassing op vaklereerlinge en kweekelinge stels vir sover dit nie onbestaanbaar nie is met die Wet op Manganeseopleiding, 1981, of met enige voorwaarde of kennisgewet wat daaraanvols voorgestel of beteken is.

(3) Vir die toepassing van hierdie Ooreenkomst word die weekliks loonskaal van vaklereerlinge wat kragtig is die Wet op Manganeseopleiding, 1981, voorgestel, as gebe kom konde van sodanige werknemers te wees en is die woorde des wees, en is die woorde des woorde des wees, en is die woorde des woorde des wees.

DEEL II

2. KLOUSULE 4: OPGAWE VAN LONE VERDIENTE

Vervang die loontabel deur die volgende:

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Sent per uur</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meester-elektriese</td>
<td>1 098</td>
</tr>
<tr>
<td>Elektriese, ambassagman en WHT</td>
<td>925</td>
</tr>
<tr>
<td>EKloppe 3</td>
<td>708</td>
</tr>
<tr>
<td>EKloppe 2</td>
<td>575</td>
</tr>
<tr>
<td>EKloppe 1</td>
<td>348</td>
</tr>
</tbody>
</table>
Driver of a vehicle, the unladen mass of which is—
(a) up to 3 500 kg.............................................. 380
(b) from 3 501 kg to 9 000 kg................................... 449
(c) 9 001 kg and over........................................... 523
Labourer......................................................... 285".

Signed at East London as authorised, for and on behalf of the parties to the Council, this 19th day of May 1992.

D. CAMPHER,
Chairman.

S. B. MATTHEUS,
Vice-Chairman.

G. R. J. STRYDOM,
Secretary.

No. R. 2774 2 October 1992
UNEMPLOYMENT INSURANCE ACT, 1966
AMENDMENT OF REGULATIONS
CORRECTION NOTICE
The commencement date in the Afrikaans text in paragraph (2) at the end of Government Notice No. R. 2585, published in Government Gazette No. 14267 of 11 September 1992, must read “1 April 1990” and not “1 April 1990”.

No. R. 2776 2 October 1992
LABOUR RELATIONS ACT, 1956
FURNITURE MANUFACTURING INDUSTRY,
NATAL: EXTENSION OF MAIN AGREEMENT

I. J. VAN ZYL,
Chief Director: Labour Relations.

No. R. 2780 2 October 1992
MANPOWER TRAINING ACT, 1981
TEXTILE INDUSTRY: AMENDMENT OF CONDITIONS OF APPRENTICESHIP
I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, acting in terms of section 13 of the Manpower Training Act, 1981, hereby amend, with effect from the second Monday after the date of publication of

Drywer van ’n voertuig waarvan die onbelaste massa—
(a) hoogstens 3 500 kg.............................................. 380
(b) van 3 501 kg tot 9 000 kg................................... 449
(c) 9 001 kg en meer........................................... 523
Arbeider......................................................... 285".

Soos gemagte, vir en nemens die partye by die Raad, op hede die 19de dag van Mei 1992 te Oos-Londen onderteken.

D. CAMPHER,
Voorsitter.

S. B. MATTHEUS,
Ondervoorsitter.

G. R. J. STRYDOM,
Sekretaris.

No. R. 2774 2 Oktober 1992
WERKLOOISHEIDSVERSEKERINGSWET, 1986
WYSIGING VAN REGULASIES
VERBETERINGSKENNISGewing
Die inwerkingtredingsdatum in die Afrikaanse tekst in paragraaf (2) aan die einde van Goewermentskennisgewing No. R. 2585, gepubliseer in Staatstekstblad No. 14267 van 11 September 1992, moet lees “1 April 1990” en nie “1 April 1990” nie.

No. R. 2776 2 Oktober 1992
WET OP ARBEIDSVERHOUINGE, 1956
MEUBELNYWERHEID, NATAL: VERLENGING VAN HOOFJOOOREKENOMS

I. J. VAN ZYL,
Hoofdirekteur: Arbeidsverhoudinge.

No. R. 2780 2 Oktober 1992
WET OP MANNEKRAGOPLEIDING, 1981
TEKSTIELNYWERHEID: WYSIGING VAN LEERVOORWAARDESES
Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, handelende kragtens artikel 13 van die Wet op Mannekragopleiding, 1981, wysig hierby met ingang van die tweede Maandag na die datum van
**Human chain marks protest against Sasol**

KATHRYN STRACHAN

CHEMICAL Workers’ Industrial Union (CWIU) members yesterday formed a human chain around Sasol’s head office in Rosebank in protest against the oil giant’s retrenchment programme.

The demonstration was part of the CWIU’s “national day of protest” against the company. This included a march in Cape Town to Prices Candles, a Sasol subsidiary.

The union demanded that Sasol halt the “unilateral restructuring” which had led to job losses, withdraw all pending retrenchments and immediately reopen negotiations in “good faith”, CWIU acting general secretary Muzi Butheleni said. It also demanded that Sasol withdraw all warnings issued to workers who took part in demonstrations, that it ask the Goldstone commission to probe alleged CCB activities at its Secunda complex, and that it agree to the principle of centralised bargaining.

Union delegates, with SACP secretary-general Chris Hani and Cosatu general secretary Jay Naidoo, met Sasol management yesterday in Rosebank.

Sasol yesterday urged the union to re-enter negotiations in good faith, Sapa reported.

Sasol media manager Lee-Ann Goodman said the protest stemmed from unfounded union allegations.

She denied new Sasol projects were intended to restructure the chemical industry, saying they were to ensure long-term growth. While retrenchment was sometimes unavoidable, 1 600 employees had accepted a voluntary package. Only 220 had been retrenched compulsorily, Goodman said. (355)

Wages, she said, were totally market-related. “Last year Sasol paid out R1,8bn to its employees and only about R440m to shareholders.”
Employers, workers will pay more

Govt urged to tax pension contributions

PENSION fund contributions will no longer be fully tax deductible and taxpayers will pay more to the Receiver if government accepts proposals in the Jacobs report on financial services.

The report, released today, recommends that only two-thirds of an individual's pension fund contributions should be deducted from income for tax purposes, and only 80% of an employer's contributions.

It recommends that some tax be paid on current pension contributions instead of being delayed until pension benefits are ultimately paid.

Finance special adviser Japie Jacobs said in an interview the tax on pensions would be shared by employers and employees. Employees would pay tax on a third of their contributions at the marginal tax rate. Companies would pay the company tax rate on 20% of their contributions to pension funds on behalf of employees.

"Government has been loosing R80 a year because of deferred tax on pensions. We are recommending a new system that will reduce the loss to the fiscus," Jacobs said. He could not, however, quantify how much extra tax the new dispensation would yield. He added it would be phased in and a new approach to the taxation of the eventual payout of benefits would have to be devised.

The change in the treatment of taxable income could push some individuals into higher marginal tax brackets. Jacobs, however, did not believe the new dispensation would prompt people to stop contributing to pension funds.

The report does not extend the new tax dispensation to provident funds, but said in a note this would have to be examined.

Jacobs noted that there would be no changes to taxation of lump sums and therefore no taxation of capital gains. Other aspects of the report include the widely expected recommendation of the "four funds" approach to taxing life assurers. Asked whether the life assurers would pay more or less tax in terms of the new approach, Jacobs said some companies would pay more and others less. The report suggested that the "four funds" approach be phased in over three years.

A recommendation in the report that could reignite competition between banks and building societies is the scrapping of the Sixth Schedule of the Income Tax Act. This means policies will no longer have a minimum element of life cover and the minimum terms of policies will be reduced.

Pensions

From 10 years to five.

Another recommendation in the Jacobs report that could spark debate is that there should be only one regulating authority for all financial services. At present, banks are regulated by a Registrar based in the Reserve Bank while life assurers fall under the Financial Services Board. Jacobs said there were still some grey areas that would have to be tackled before the two could be merged.

The recommendation of one regulatory authority stemmed from the principle that risk management should be approached in a functional rather than institutional way. Jacobs said an important focus of the report was prudential control and ensuring that the public was aware of who carried the risk. A new approach had been devised for the treatment of principals and agents in investment transactions.

The report also recommended that restructuring of financial services be subject to regulation. Jacobs said he hoped self-regulatory bodies would be created to ensure that norms were met.

LINDA ENSON reports draft legislation is being prepared to give effect to the 1988 parliamentary sessions in the recommendations of the Jacobs report on the promotion of equal competition for funds between deposit-taking and contractual savings institutions. Finance Deputy Minister Theo Aholt said the draft amendment Bill would be released for comment in due course. He said the Jacobs report was obtained from the secretary of the Financial Services Board, Private Bag X238, Pretoria 0001.
Pension fund tax move
‘socially irresponsible’

By Sven Lünsche

The Jacobs Committee’s shock proposal to scrap the full tax-deductibility of pension fund contributions has been described as "socially irresponsible and a short-sighted attempt to shore up the Government’s short-term cash-flow problems".

The Jacobs report on financial services, released yesterday, recommends that blanket tax deductions on pension fund contributions by individuals and companies be phased out.

Other key proposals include the establishment of one regulating authority for all financial services and scrapping the Sixth Schedule of the Income Tax Act (see box).

It is expected that the amended legislation to give effect to these proposals will be passed during the 1993 session of Parliament.

Tax analysts say the report should not be equated with impending legislation that its contents are only recommendations published for comment by interested parties.

However, the key proposal, if accepted, will force individuals to pay tax on one-third of their contributions to pension funds.

At present, the full pension fund contribution is tax-deductible.

The burden will be worsened if it pushes taxpayers into higher tax brackets.

The committee’s key proposals

- Employees would have to pay tax on one-third of their pension fund contributions.
- Employers would have to pay tax on 20 percent of their contributions to pension funds at the company tax rate of 40 percent.
- Benefits at retirement from all fund sources would be limited to a reasonable amount.
- Replacing the sixth Schedule of the Income Tax Act with legislation which would tax exempt life insurance investments with no life cover and a term in excess of five years.
- A "four-front" approach to the tax base of life insurers, allowing life companies to run four separate funds for tax purposes.
- All providers of financial services to the public would be required to register in terms of a proposed Financial Services Act, creating one regulatory body for the industry.

Twenty percent of pension fund contributions from employers could also attract tax at the prevailing company tax rates.

Independent pensions broker Patrick Anderton says it is a measure of the Government’s desperate need to tax every available source that it is prepared to sacrifice the previously sacrosanct area of retirement provision, Des Parker reports.

Mr Anderton believes the plan runs counter to all advice to the Government on pension funding over the years.

The proposal would also cut across ANC policy, which is that tax should be levied on the life assurance sector, rather than on the man in the street.

Tony Davey, Southern Life’s general manager, legal and tax services, says implementation of the proposals would provide the fiscus with additional cash flows.

"There is also a socio-economic perspective, which is that the full current tax relief on contributions favours the higher income groups, which effectively results in the state granting disproportionate incentives to those who arguably need it least," Mr Davey says.

The second drastic recommendation is scrapping the Sixth Schedule of the Income Tax Act, a proposal that has been welcomed by the Life Offices Association (LOA).

Currently, investments with life companies have to be for a minimum of ten years and must have a certain level of life cover to escape tax liability.

The life cover requirement is now set to fall away from any investment of longer than five years, if the recommendation is accepted.

The report makes important recommendations on the tax base for long-term insurers, proposing a four-fund approach.

According to the deputy director of the LOA, Jury Wessels, the industry as a whole will pay less tax if the four-fund approach is adopted, although this will differ from company to company.

Life insurers who focus more on individual life products will generally pay less than those which offer retirement and pension fund products, he says.

Furthermore, if accepted, the proposals will result in one regulating body for the entire financial services industry to replace the Registrar for Banks (banks) and the Financial Services Board (life insurers).

The committee, which was headed by the special adviser to the Department of Finance, Dr Japie Jacobs, was appointed to investigate the factors affecting equal competition between banks and life companies.
Warning on pension proposals

Jacobs plan ‘will worsen tax burden’

TAX experts warned yesterday that companies would be forced to shoulder more of the tax burden if recommendations in the Jacobs report on financial services were implemented.

They also said any tax benefits accruing to individuals under the new proposals would be wiped out by inflation.

In terms of the recommendations, 30% of an employer’s pension fund contributions would be deducted from income for tax purposes and two-thirds of an individual’s contributions.

The report also recommended that some tax be paid on current pension contributions instead of being delayed until pension benefits were ultimately paid.

Arthur Andersen tax expert Pierre du Toit said the tax to be paid by employers had not been paid before and would be a new burden on companies.

He added that, for individuals, inflation could erode any tax benefits granted when the eventual payout took place.

“Once government starts milking the retirement cow, there is a danger it might never stop,” Du Toit said.

He was especially concerned by the reference to the treatment of pension fund “build-ups”. The report said consideration should be given to placing an upper limit on the investment returns that would be tax-free. Du Toit said it was of great concern if this meant government was considering taxing asset appreciation.

“This would represent a substantial change in philosophy and serious debate is required,” he said.

Tax expert Costa DiVaris said the move to tax pensions was like “attacking motherhood and apple pie” because it might be politically easier than raising the VAT rate.

He said all taxes were eventually paid by the consumer and it would be simpler just to increase the VAT rate. He foresaw the increase in taxable income would cause salaries to rise as people would want to be compensated for the increased tax payments — and inflation would follow.

It was possible that the eventual payout would be taxed as a saving on which income had been earned.

Other consultants said there were likely to be tax concessions when the pension payout was made, but felt there was a need for more clarity on the issue.

Southern Life tax expert A H Davey said any changes to the tax dispensation would be acceptable only if they gave concessions on the end benefits side — equivalent to what it took on the contribution side.

Du Toit said even if the concessions were equivalent, more tax would still be paid.

Deloitte & Touche’s Willem Cronje said he was sceptical policy to tamper with a rule such as the tax-free nature of pensions. Government lacked credibility and people would worry that the tax-free portion would be drawn into the net in future.

The move to tax pensions contributed by business would generate uncertainty.

A spokesman for the life assurance industry said it would lobby for public sector pension funds to receive the same tax treatment recommended by the report for private sector funds.

Life Offices Association director Jurie Webers said in Cape Town that the industry felt strongly that the public sector funds — which enjoyed huge advantages over the private sector — should be treated in an equal manner.

Not only did the inequalities distort the market and the patterns of employment, but they also meant that the private sector pension industry would have to bear a greater tax burden than would be necessary if the public sector was also taxed on a similar basis.

The pension fund industry was not thoroughly consulted on these proposals which were apparently included at a fairly late stage in the report, apparently at the request of Finance Minister Derek Keys.

Sanlam chief economist Johan Louw said the report confirmed the vitality important role of contractual savings in SA.

“It confirms our view that contractual saving does not interfere with discretionary saving. These forms of saving supplement each other — there is a need and place for both.

“Regarding the application of contractual savings, the report agrees that it is not the function of the mobilisers of these funds to act as entrepreneurs who establish new factories and mines. These are trust funds to be invested in the best possible way to the benefit of policyowners.”

To Page 2
Strikers locked out

RAINBOW Chicken has locked out about 500 striking workers at its Worcester complex, company spokesman Rob Southley said yesterday.

The strike against a split R35 pay offer entered its third day yesterday and has caused a major interruption in production, he said.

"Workers yesterday forced down a gate. The police have been monitoring the situation but have not taken any action," Southley said.

Strikers represented by the Food and Allied Workers Union are demanding that the R35 increase offered be implemented from July 1.
UNIONS VS BOSSES

Will they ever see eye to eye?

The conventional stance of employers and unions is usually head to head, with common ground being uncommonly scarce. And in such eyeball-to-eyeball situations, the real needs of both parties are often lost sight of. Since the early 80s, this has also been the case in the employee benefits arena.

A currently popular viewpoint, for instance, has favoured provident funds over pension funds. Major reasons for this are complexity of funding, inequities when workers leave the fund and general mistrust of an 'employer-designed' benefit system, foisted on employees with a suspicious taint of paternalism and a 'take it or leave it' lack of communication.

Myopia can be fatal

Faced with dissatisfaction, many employers have agreed to the provident fund the union wants. But often, this leaves many questions overlooked or unanswered.

For instance, what about the needs of non-unionised employees? Or shifts in union affiliation? How about open-ended commitments to re-negotiate contribution rates? Or the burning issue of trusteeship? Short-sightedness by either side regarding such issues is simply looking for trouble in the long term.

When negotiations become negative

At an even more basic level, there's a general lack of vision about needs: the 'true' needs of the worker vis-à-vis the needs of the employer to attract, retain and motivate staff while containing costs in difficult times.

The conventional view of employers is that they provide employee benefits as a moral obligation. But the unions see these as part and parcel of annual wage negotiations, and negotiation rules out obligation. Either way, it's clear that employee benefits can no longer be regarded as separate from the overall remuneration package. It is also self-evident that negotiations are a permanent feature of the employee benefits scene, even though they are often characterised by suspicion, hostility, posturing and emotional arguments on both sides.

Wanted: a different focus

The blind spot shared by both is that employee benefit negotiations are all too often conducted along traditional bargaining lines. This 'win-lose' approach can never be in both parties' interests because there are too many unresolved issues at stake, and the end result will be, at best, an unsatisfactory compromise.

We at Old Mutual Employee Benefits believe that a new perception is required. And we are in a good position to see both sides of the picture. Our long experience in dealing with negotiated benefits has shown that an essentially needs-focused approach of convergent bargaining can lead to innovative solutions. Which in turn have resulted in 'win-win' situations for numerous clients: small and large, employers and unions.

The way we see it is: negotiations are inevitable; conflict need not be.

If you would like to know more about this or any other employee benefits issue, please call our consultants at one of the numbers below, or speak to your broker.

Johannesburg (011) 227 2566
Pretoria (012) 541 7600
Durban (031) 208 2511
Cape Town (021) 591 0971
Port Elizabeth (041) 591 715
Bloemfontein (051) 477 812
East London (040) 499 777
Witbank (081) 373 3232
Harrow (14) 73 4011
Blantyre 02 097

Bringing added value to the workplace.
For the benefit of all.
Wage agreement in engineering sector

AFTER seven months of negotiations, including a four-week strike by 80,000 Numsa members, employers and unions in the engineering industry reached agreement yesterday on wages and working conditions for 1992/3.

A Seifsa statement said the agreement, effective from July 1, provided for a 9% wage increase for 920,000 employees.

For the first time, the increase will apply to actual, as opposed to scheduled, minimum wages. In return, the unions have agreed to a clause that will bar them from compelling employers to negotiate additional increases at plant level.

Another unusual feature is an undertaking by parties to the industrial council to give sympathetic considerations to applications from companies in certain economically depressed regions for permission to pay less onerous increases.

Free State and northern Cape employers dependent on the mining industry may apply for an exemption allowing them to implement the increase from January 1. Natal employers may apply to pay only a 7.5% increase.

A previous arrangement whereby Border employers could pay 5% less than the scheduled rate to people employed from July 1 1991 remains in force. The agreement also offers improved severance pay and subsistence allowances.

Sapa reports Numsa spokesman Lee

Engineering

Kettledeas said it was not an agreement members could be jubilant about.

It is understood Numsa withdrew a request for a clause committing Seifsa to recommend reinstatement of 3000 workers dismissed during the August strike.

The union is attempting to pursue the issue through official channels. A request that the matter be dealt with as a single dispute was turned down by employers.

Confederation of Metal and Building Unions director Ben Nicholson, who represents six artisan unions, said certain unions had dragged out discussions by their "unwillingness to accept the realities".

"We could have saved those 3000 jobs. Although we are accused of not being militant enough, the outcome shows that militancy does not always pay," he said.

Numsa announced it planned a march on Anglo American headquarters tomorrow to protest against the dismissal of 600 Boart employees during the strike.
LABOUR  Mwasa achieves a major breakthrough for workers

Court rules accommodation is part of labour practice

IMPORTANT RULING  Both the union and the company will appeal against ruling:

A N INDUSTRIAL COURT RULING that provision of sleep-in accommodation for workers constitutes a labour practice has been hailed as a major breakthrough.

The ruling by Professor PH Cloete in the industrial court sitting in Pietermaritzburg affected members of the Media Workers Association of South Africa (Mwasa) employed by South-Western Manufacturing.

Cloete found in his judgment that the dismissal of more than 400 workers following a dispute over the termination of accommodation and demand for a wage increase constituted an unfair labour practice.

He found that the accommodation in the company’s premises was a condition of employment and that the workers’ strike in June last year was the only remedy available for them.

Tabulating the case and its progress, Cloete said the workers, who earned R120 per month in instalments, were housed in compounds erected by the management until they were verbally told about the intention to terminate the accommodation.

Not zoned

The company said the town council had given it notice to terminate accommodation of workers on the premises as the area was not zoned for residential purposes.

In efforts to stave off a confrontation, Mwasa arranged alternative accommodation on a farm near Silvermine, about 19km from the company premises.

The company would have had to pay an accommodation fee of R15 for each worker a month as well as transport to and from work.

The company refused, saying it did not have money for such a project.

Mwasa then secured a plot in Shehago where accommodation could be built by the company, but this too was turned down.

The union then coupled its proposals with a wage increment to enable employees to afford the rental and transportation fees.

On agreement with the union, the company applied to the town council for permission for the employees to stay on the then existing accommodation on the premises.

The town council however responded by instructing the company to “cease illegal occupation and remove all illegal structures and buildings on the premises.”

The workers later approached the management to clarify on developments regarding the termination of the accommodation.

The management remained adamant that no alternative accommodation would be provided and was not prepared to accede to proposals by their union.

This became the turning point of the dispute which resulted in a strike.

They were later dismissed in an action that attracted the attention of overseas trade unions including the International Confederation of Free Trade Unions (ICFTU).

Police raided union offices and arrested several strikers who were accused of harassing scab labourers. The company even applied and was granted a restraining order.

Labour unions in Taiwan, where the Chinese owners of the firm come from, also intervened after the ICFTU had asked for worldwide support.

A consumer boycott in Pietermaritzburg was also implemented.

When the consumer boycott began to bite, the town council met the union and denied issuing an order for the demolition of the accommodation but that existing accommodation on the company premises be upgraded.

The company however contended that the premises were zoned for industrial purposes and employees, except night watchmen, could not be housed.

The company maintained that accommodation was not part of the employment package.

But in his judgement, Cloete found that agreement was expressly and in some cases tacitly entered into since the employees were allowed to sleep on the premises while the management was aware and never objected to it for four years.

All employees who testified said the right to stay on the premises was a condition of service since it was negotiated and never denied. They all said they would not have accepted employment without accommodation.

They also testified that their wages were low because accommodation was provided. Management did not testify nor challenge this point and Cloete took it as evidence that remained unrefuted.

Cloete also found the right to accommodation had been part of the conditions of service adhered to for over four years and has constituted a labour practice.

The management therefore committed a breach of that condition while hiding behind the town council’s instructions, he concluded.

The dismissal constituted an unfair labour practice because they resorted to the only available remedy.

Since the majority of dismissed workers have already been replaced and the company was without vacancies, Cloete ordered the management to pay the workers two months’ salaries which amounted to a total of R103 832.

However, the dispute is still raging as both parties have indicated that they are to appeal against the judgment and finding.

The union wanted the workers to be reinstated. While accepting the finding of the court, Mwasa is to appeal against the monetary settlement granted. It is too little and in any case, not what they had wanted, they said.

The company on the other hand, according to their lawyer, Mr Jan Stemmet, is to appeal against the findings that:

1. The right to accommodation was a condition of service.

2. There was no other remedy available to the workers than to withhold their labour;

3. The decision to terminate their services was unfair; and

4. The company pay compensation to workers.

Mwasa official Mr Albert Makgoba said the judgment was an important victory as it established that provision of accommodation to workers on a long-term basis constituted an employment practice that if terminated unfairly can be punished by law.

“Workers testified their wages were low because accommodation was provided. Management did not testify or challenge this point and Cloete took it as evidence that remained unrefuted.”

When the consumer boycott began to bite, the town council met the union and denied issuing an order for the demolition of the accommodation but that existing accommodation on the company premises be upgraded.
Salaries not keeping abreast of inflation

IN SHARP contrast to two years ago, salaries in the information technology field have been lagging behind inflation.

The PE Corporate Services data processing salary survey 1992, done in conjunction with personnel firm CPL, evaluated salaries in 300 companies, most of which had large computer departments.

PE Corporate Services director Jon Cole said salaries were failing to keep pace with inflation because there was no longer the scarcity of skills a few years ago. Also, hardware and software were becoming more user-friendly so demand for high-level skills was not as high.

Information technology workers were, however, probably faring better than those in many other industries, Cole said.

Higher level skilled staff, such as project leaders and systems analysts, as well as software developers, were less affected than other workers because software and services were growing at a faster rate than hardware sales.

Staff turnover had dropped considerably, with people holding onto their jobs. In 1990, the turnover rate was 21%. It dropped to 14% last year and in the latest survey was at 9%.

He advised those interested in entering this job market to look at areas such as software programming, and advised them to gain sufficient business skills to become competent analysts.

"Many people wanting to enter the industry or to move up the corporate ladder do not have sufficient business skills to do so; it's becoming more important for them to be able to relate computer systems directly to the way businesses work," he said.

Cole declined to give details on how far behind inflation salaries were actually lagging. He said figures published in the past had caused problems in some companies which were not keeping up with the industry's averages.
Amendment of regulation 4 of the Regulations

2. Regulation 4 of the Regulations is hereby amended—

(a) by the substitution for subregulation (1) of the following subregulation:

"(1) A member of the board or of a committee, other than a member who is an officer, shall be paid a remuneration or allowance of, in the case of a board member, R38,00 per hour with a maximum of R297,00 per day and, in the case of a committee member, R32,00 per hour with a maximum of R254,00 per day, in respect of every hour during which such member attends or travels to or from a meeting of the board or of a committee, as the case may be".

Commencement

3. The amendment of regulation 4 (1) of the Regulations shall be deemed to have come into operation on 1 August 1992.

No. R. 2949 23 October 1992

WAGE ACT, 1957

AMENDMENT OF WAGE DETERMINATION 463: MEAT, COLD STORAGE, BACON CURING AND SMALL GOODS INDUSTRY, CERTAIN AREAS

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby, in terms of section 15 (6) of the Wage Act, 1957, amend Wage Determination 463: Meat, Cold Storage, Bacon Curing and Small Goods Industry, Certain Areas, published under Government Notice R. 1973 of 8 September 1989, 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.

Wysiging van regulasie 4 van die Regulasies

2. Regulasie 4 van die Regulasies word hierby gewysig—

(a) deur subregulasie (1) deur die volgende subregulasie te vervang:

"(1) ’n Lid van die raad of van ’n komitee, uitgeo¬
sonderd ’n lid wat ’n beampte is, word ’n
toelae of besoldiging betaal van, in die ge-
val van ’n raadslid, R38,00 per uur met ’n
maksimum van R297,00 per dag en, in die
geval van ’n komiteelid, R32,00 per uur met
’n maksimum van R254,00 per dag, ten op-
sigte van elke uur waartydens so ’n lid ’n
vergadering van die raad of van ’n komitee,
na gelang van die geval, bywoon of daar-
heen of daarvandaan reis”.

Inwerkingtreding

3. Die wysiging van regulasie 4 (1) van die Regulasies word gea op 1 Augustus 1992 in werking te getree het.

No. R. 2949 23 Oktober 1992

LOONWET, 1957

WYSIGING VAN LOONVASTELLING 463: VLEIS-, KOELKAMER-, SPEKBEREIDING- EN KLEINGOE¬
DERYNWERD, SEKERE GEBIEDE

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, wysig hierby kragtens artikel 15 (6) van die Loonwet, 1957, Loonvastelling 463: Vleis-, Koel¬
kamer-, Spekbereiding- en Kleingodeerwynwerd, Sekere Gebiede, gepubliseer by Goevermêntskennis¬gewing R. 1973 van 8 September 1989, ooreenkomstig die Bylde hiervan en bepaal die derde Maandag na die datum van publikasie van hierdie kennisgewing as die datum waarop genoemde wysiging bindend word.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.
<table>
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<tr>
<th>SCHEDULE</th>
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1. In clause 3—
   (1) substitute the following for paragraph (b) of subclause (1):
   "(b) Employees, other than casual employees and part-time employees:

   A. THE MEAT INDUSTRY

   | The Magisterial Districts of Alberton, Shellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kriel River, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg (excluding the municipal area of Denneville), Simon's Town, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westdkaap, Wonderboom and Winberg and the municipal area of Paarl |
   | The Magisterial Districts of Bloemfontein, Camperdown, East London, Odenvalds, Pietermaritzburg, Somerstrel West, Stellenbosch, Strand, Virginia and Welkom, and the municipal areas of Hermanus, Kimberley, Klipfontein, Orkney, Potchefstroom, Stillfontein, Wellington and Witbank |
   | The Magisterial Districts of Highveld Ridge and Port Shepstone, the Magisterial District of Kimberley, other than the municipal area of Kimberley and the municipal areas of Bethal, Bethanie, Brits, Bronkhorstspruit, Delmas, Empangeni, Ermelo, Estcourt, Fochville, George, Grahamstown, Hanover, Heidelberg (Tu), Kroonstad, Ladysmith, Lichtenburg, Malmesbury, Middelburg (Tu), Mossel Bay, Nelspruit, Newcastle, Goudsboom, Pietersburg, Potgietersrus, Rustenburg, Scottburgh, Upington, Warden, Westball, White River and Worcester |
   | The municipal areas of Alvele North, Bailour, Beaufort West, Caledon, Ceres, Cradock, De Aar, Durbanville, Eersterivier, Glenelg, Graaff-Reinet, King William's Town, Kuruman, Louis Trichardt, Lydenburg, Middelburg (Cape), Montagu, Mosselbaai, Nytaba, Paarl, Phalaborwa, Piet Retief, Queenstown, Riversdale, Robertson, Somerset East, Standerton, Stanger, Swellendam, Tzaneen, Vrystaat, Vryburg and Vryheid |

   The municipal areas of Barberton, Burgersdorp, Citrusdal, Groblersdal, Heilbron, Kokstad, Ladysmith, Nelspruit, Thabazimbi, Wolmaransdorp and Zerust |

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<th>During the first 12 months after this amendment became operative</th>
<th>Thereafter</th>
<th>During the first 12 months after this amendment became operative</th>
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28 No. 14/46
GOVERNMENT GAZETTE 29 OCTOBER 1942
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<td>Rate Per Week During the Third Year of Employment</td>
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<td>113.60</td>
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<td>118.00</td>
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<td>152.90</td>
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<td>During the second 6 months after this amendment became operative</td>
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<td>During the second 6 months after this amendment became operative</td>
<td>Thereafter</td>
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<td>(i) whose ordinary hours of work do not exceed 48 per week</td>
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<td>137,20</td>
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<tr>
<td>(i) whose ordinary hours of work do not exceed 48 per week</td>
<td>128,00</td>
<td>128,00</td>
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<td>94,00</td>
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* Provided that the wage of the employee may be reduced by not more than 10 per cent during the first six months, in the aggregate, of the employee’s service with the same employer.*
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<td>115.30</td>
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<td>119.20</td>
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<td>97.10</td>
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<tr>
<td>during the first year of experience</td>
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<td>152.90</td>
<td>125.70</td>
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<td>114.60</td>
<td>126.10</td>
<td>106.20</td>
<td>116.90</td>
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<tr>
<td>during the second year of experience</td>
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<td>124.30</td>
<td>138.60</td>
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<td>191.30</td>
<td>157.20</td>
<td>173.00</td>
<td>138.20</td>
<td>152.20</td>
<td>127.10</td>
<td>139.90</td>
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<td>190.70</td>
<td>209.00</td>
<td>172.50</td>
<td>188.50</td>
<td>152.30</td>
<td>167.60</td>
<td>139.00</td>
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<td>165.90</td>
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<td>196.30</td>
<td>164.80</td>
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</table>
# B. THE COLD STORAGE, BACON CURING AND SMALL GOODS INDUSTRY

| Area | Rand per week | Rand per week | Rand per week | Rand per week | Rand per week | Rand per week | Rand per week | Rand per week | Rand per week | Rand per week | Rand per week | Rand per week | Rand per week | Rand per week |
|------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Artisan | 266.10 | 292.80 | 242.90 | 265.60 | 213.70 | 235.10 | 197.00 | 216.70 |
| Artisan's aide during the first six months of experience | 134.80 | 148.30 | 122.20 | 134.50 | 106.30 | 119.20 | 99.20 | 109.20 |
| thereafter | 141.80 | 156.00 | 128.50 | 141.40 | 113.90 | 125.30 | 104.10 | 114.60 |
| Boiler attendant | 148.80 | 163.70 | 134.80 | 148.30 | 118.70 | 130.60 | 109.00 | 119.90 |
| Chauffeur | 125.00 | 137.50 | 112.50 | 123.60 | 99.90 | 109.90 | 91.50 | 100.60 |
| Clerk | 125.00 | 137.50 | 112.50 | 123.60 | 99.90 | 109.90 | 91.50 | 100.60 |
| during the first year of experience | 144.60 | 159.10 | 131.30 | 144.50 | 119.40 | 131.40 | 111.80 | 123.00 |
| during the second year of experience | 159.00 | 173.90 | 142.90 | 156.30 | 121.40 | 143.60 | 115.50 | 127.40 |
| thereafter | 148.40 | 163.90 | 134.80 | 148.30 | 118.70 | 130.60 | 109.00 | 119.90 |
| Cutter | 210.50 | 232.00 | 191.40 | 210.60 | 169.00 | 185.50 | 161.20 | 171.40 |
| Despatch clerk | 141.80 | 156.00 | 128.50 | 141.40 | 113.90 | 125.30 | 104.10 | 114.60 |
| during the first year of experience | 139.00 | 152.90 | 125.70 | 138.30 | 114.60 | 126.10 | 106.20 | 116.90 |
| during the second year of experience | 163.40 | 179.80 | 147.40 | 162.20 | 132.70 | 146.00 | 122.20 | 134.50 |
| thereafter | 186.30 | 205.20 | 169.70 | 186.70 | 150.50 | 165.00 | 139.00 | 152.90 |
| Driver of | 210.50 | 232.00 | 191.40 | 210.60 | 169.00 | 185.50 | 161.20 | 171.40 |
| a light motor vehicle | 144.60 | 159.10 | 131.30 | 144.50 | 119.40 | 131.40 | 111.80 | 123.00 |
| a medium motor vehicle (articulated) | 168.30 | 185.20 | 153.00 | 168.30 | 135.50 | 149.10 | 128.40 | 139.10 |
| a heavy motor vehicle (articulated) | 161.30 | 177.50 | 146.70 | 160.40 | 129.90 | 142.90 | 120.80 | 132.90 |
| a heavy motor vehicle (rigid) | 182.90 | 204.40 | 167.60 | 184.40 | 148.70 | 161.40 | 136.20 | 149.50 |
| an extra heavy motor vehicle (articulated) | 176.10 | 198.00 | 161.30 | 177.20 | 141.10 | 155.30 | 136.10 | 143.70 |
| an extra heavy motor vehicle (rigid) | 201.10 | 221.30 | 183.00 | 201.30 | 161.30 | 177.50 | 148.50 | 163.70 |
| an ultra heavy motor vehicle | 192.80 | 214.10 | 175.30 | 192.90 | 154.40 | 169.90 | 142.50 | 156.80 |

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<th>Thereafter</th>
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<th>Thereafter</th>
<th>During the first 12 months after this amendment became operative</th>
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<td>150.50</td>
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<tr>
<td>Messenger</td>
<td>121.50</td>
<td>133.70</td>
<td>109.70</td>
<td>123.70</td>
<td>97.10</td>
<td>108.90</td>
<td>89.40</td>
<td>109.20</td>
</tr>
<tr>
<td>Mobile hoist operator</td>
<td>134.80</td>
<td>148.30</td>
<td>122.20</td>
<td>134.50</td>
<td>108.30</td>
<td>119.20</td>
<td>99.20</td>
<td>109.20</td>
</tr>
<tr>
<td>Refrigerator plant attendant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>during the first year of experience</td>
<td>120.10</td>
<td>122.20</td>
<td>109.00</td>
<td>119.90</td>
<td>96.40</td>
<td>106.10</td>
<td>87.30</td>
<td>96.10</td>
</tr>
<tr>
<td>during the second year of experience</td>
<td>146.00</td>
<td>160.60</td>
<td>132.00</td>
<td>145.20</td>
<td>116.70</td>
<td>129.40</td>
<td>106.80</td>
<td>117.00</td>
</tr>
<tr>
<td>during the third year of experience</td>
<td>171.80</td>
<td>189.00</td>
<td>155.60</td>
<td>171.40</td>
<td>136.90</td>
<td>150.50</td>
<td>125.70</td>
<td>138.30</td>
</tr>
<tr>
<td>thereafter</td>
<td>197.00</td>
<td>216.70</td>
<td>179.50</td>
<td>197.50</td>
<td>156.50</td>
<td>174.40</td>
<td>144.60</td>
<td>159.10</td>
</tr>
<tr>
<td>Security guard—See second-last employee category in Table</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Slaughterman—</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>during the first year of experience</td>
<td>133.40</td>
<td>146.80</td>
<td>120.80</td>
<td>132.90</td>
<td>106.90</td>
<td>117.60</td>
<td>97.90</td>
<td>107.60</td>
</tr>
<tr>
<td>during the second year of experience</td>
<td>149.50</td>
<td>164.50</td>
<td>135.50</td>
<td>149.10</td>
<td>119.40</td>
<td>131.40</td>
<td>109.00</td>
<td>119.90</td>
</tr>
<tr>
<td>during the third year of experience</td>
<td>171.80</td>
<td>189.00</td>
<td>154.40</td>
<td>169.50</td>
<td>136.20</td>
<td>149.50</td>
<td>124.30</td>
<td>138.80</td>
</tr>
<tr>
<td>thereafter</td>
<td>192.80</td>
<td>212.10</td>
<td>173.90</td>
<td>191.30</td>
<td>153.00</td>
<td>168.30</td>
<td>130.00</td>
<td>152.90</td>
</tr>
<tr>
<td>Slaughterman's assistant—</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>during the first year of experience</td>
<td>121.50</td>
<td>122.70</td>
<td>109.70</td>
<td>120.70</td>
<td>97.10</td>
<td>106.90</td>
<td>89.40</td>
<td>98.40</td>
</tr>
<tr>
<td>thereafter</td>
<td>134.80</td>
<td>148.30</td>
<td>122.20</td>
<td>134.50</td>
<td>108.30</td>
<td>119.20</td>
<td>99.20</td>
<td>109.20</td>
</tr>
<tr>
<td>Small goodman or bacon curer—</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>during the first year of experience</td>
<td>134.80</td>
<td>148.30</td>
<td>122.20</td>
<td>134.50</td>
<td>108.30</td>
<td>119.20</td>
<td>99.20</td>
<td>109.20</td>
</tr>
<tr>
<td>during the second year of experience</td>
<td>163.70</td>
<td>202.10</td>
<td>166.20</td>
<td>182.50</td>
<td>146.70</td>
<td>161.40</td>
<td>135.50</td>
<td>149.10</td>
</tr>
<tr>
<td>during the third year of experience</td>
<td>231.20</td>
<td>254.40</td>
<td>210.20</td>
<td>231.30</td>
<td>185.80</td>
<td>204.40</td>
<td>170.40</td>
<td>187.50</td>
</tr>
<tr>
<td>thereafter</td>
<td>280.10</td>
<td>308.20</td>
<td>254.20</td>
<td>273.70</td>
<td>224.20</td>
<td>260.70</td>
<td>205.00</td>
<td>228.00</td>
</tr>
<tr>
<td>Supervisor</td>
<td>139.00</td>
<td>152.90</td>
<td>125.70</td>
<td>138.30</td>
<td>110.40</td>
<td>121.50</td>
<td>101.30</td>
<td>111.50</td>
</tr>
<tr>
<td>Watchman—See last employee category in Table</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee not elsewhere in the paragraph specifically mentioned</td>
<td>125.00</td>
<td>137.50</td>
<td>112.50</td>
<td>123.80</td>
<td>99.90</td>
<td>109.90</td>
<td>91.50</td>
<td>100.70</td>
</tr>
<tr>
<td>Security guard—</td>
<td>During the first 6 months after this amendment became operative</td>
<td>During the second 6 months after this amendment became operative</td>
<td>Thereafter</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>---------------------------------------------------------------</td>
<td>---------------------------------------------------------------</td>
<td>------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) whose ordinary hours of work do not exceed 48 per week</td>
<td>137,20</td>
<td>137,20</td>
<td>151,00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>139,20</td>
<td>150,00</td>
<td>151,00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Watchman—</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) whose ordinary hours of work do not exceed 48 per week</td>
<td>128,00</td>
<td>130,00</td>
<td>140,00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>130,00</td>
<td>133,00</td>
<td>140,00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Provided that the wage of the employee may be reduced by not more than 10 percent during the first six months, in the aggregate, of the employee's service with the same employer.*
CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE: AMENDMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 30 April 1993, upon the employers’ organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a) and 5, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1993, 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE

AGREEMENT

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

Orange Free State and Northern Cape Clothing Manufacturers’ Association
(hereinafter referred to as the “employers” or the “employers’ organisation”), of the one part, and the

South African Clothing and Textile Workers’ Union
(hereinafter referred to as the “employees” or the “trade union”), of the other part,

being the parties to the Industrial Council for the Clothing Industry, Orange Free State and Northern Cape,


G. M. E. CARELSE,
Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND

OOREENKOMS

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

Orange Free State and Northern Cape Clothing Manufacturers’ Association
(hierna die “werkgewers” of die “werkgewersorganisasie” genoem), aan die een kant, en die

South African Clothing and Textile Workers’ Union
(hierna die “werknemers” of die “vakvereniging” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid, Oranje-Vrystaat en Noord-Kaapland,
1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial Districts of Kimberley, Parys, Kroonstad, Frankfort, Bloemfontein and Vredefort.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in clause 4 and whose actual wages are not in excess of those persons defined as “contributors” in the Unemployment Insurance Act, 1966.

2. CLAUSE 3: DEFINITIONS

In the definition of “Clothing Industry”, substitute the expression “but does not include the making of—” for the expression between (c) and (l).

3. CLAUSE 4: REMUNERATION

Substitute the following for subclause (1):

“(1) Subject to subclauses (2), (3) and (4) of this clause, the minimum weekly wage to be paid by an employer to each employee of the mentioned classes shall be as set out hereunder: Provided that if an employee performs work in more than one category, he shall be classified in the grade for which the highest wage is prescribed:

<table>
<thead>
<tr>
<th>Wage per week from the date of coming into operation of this Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) In all areas R</td>
</tr>
</tbody>
</table>

(i) (a) Foreman/Forewoman........................................ 599,75

(b) Supervisor/Quality controller:

- First six months of experience...................................... 177,00
- Second six months of experience................................... 211,35
- Thereafter.............................................................. 245,70

(c) Cloakroom supervisor............................................. 169,10
(d) Mechanic.............................................................. 563,45
(e) Mechanic, unqualified................................................ 210,00
(f) Watchman.............................................................. 169,10
(g) Labourer.............................................................. 131,75
(h) Boiler attendant...................................................... 145,20

(ii) Pattern grader:

- First six months of experience...................................... 123,30
- Second six months of experience................................... 147,65
- Third six months of experience..................................... 171,95
- Fourth six months of experience................................... 196,25
- Fifth six months of experience..................................... 220,55
- Sixth six months of experience..................................... 244,85
- Seventh six months of experience.................................. 269,15
- Eighth six months of experience................................... 293,45
- Thereafter.............................................................. 318,05

1. TOEPASSINGSBESTEK

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

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

(b) in die landdorpsdistrikte Kimberley, Parys, Kroonstad, Frankfort, Bloemfontein en Vredefort.

(2) Ondanks subklusule (1), is hierdie Ooreenkoms van toepassing slegs ten opsigte van werknemers vir wie lone in klausule 4 voorgeskryf word en wie se werklike lone nie meer is as dié van diegene wat as “bydraers” in die Werkloosheidsversekerringswet, 1966, voorskrif word nie.

2. KLOUSULE 3: WOORDOMSKRYWING

In die omskrywing van “Klerasiennyerheid”, vervang die uitdrukking tussen (c) en (l) deur die volgende “uitgesonder die maak van—”.

3. KLOUSULE 4: BESOLDIGING

Vervang subklusule (1) deur die volgende:

“(1) Behoudens subklusules (2), (3) en (4) van hierdie klausule, moet ‘n werkgewer die volgende minimum werklike loun aan elke werknemer van ondergemoende klasse betaal: Met dien verstande dat ‘n werknemer wat werk in meer as een klas verving, ingedeel moet word in die klas waarvoor die hoogste loun voorgeskryf word:

<table>
<thead>
<tr>
<th>Loon per week van die inwerkingtreding van hierdie Ooreenkoms</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) In alle gebiede R</td>
</tr>
</tbody>
</table>

(i) (a) Voorman/Voorsvoerder......................................... 599,75

(b) Toesighehouer/Gehaltebeheerder:

- Eerste ses maande ondervinding.................................. 177,00
- Tweede ses maande ondervinding.................................. 211,35
- Daarna................................................................. 245,70

(c) Kleedkamertoesigheouer........................................... 169,10
(d) Werkuitkundige..................................................... 563,45
(e) Werkuitkundige, ongekwalifiseerd................................ 210,00
(f) Wag................................................................. 169,10
(g) Arbeider.......................................................... 131,75
(h) Kotelbediener...................................................... 145,20

(ii) Patroongradeerder:

- Eerste ses maande ondervinding.................................. 123,30
- Tweede ses maande ondervinding.................................. 147,65
- Derde ses maande ondervinding.................................... 171,95
- Vierde ses maande ondervinding................................... 196,25
- Vijfde ses maande ondervinding.................................... 220,55
- Zesde ses maande ondervinding.................................... 244,85
- Sestode ses maande ondervinding.................................. 269,15
- Agtste ses maande ondervinding................................... 293,45
- Daarna................................................................. 318,05
### Wage per week from the date of coming into operation of this Agreement

<table>
<thead>
<tr>
<th></th>
<th>Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>First six months of experience</td>
<td>123.30</td>
</tr>
<tr>
<td>Second six months of experience</td>
<td>138.60</td>
</tr>
<tr>
<td>Third six months of experience</td>
<td>153.90</td>
</tr>
<tr>
<td>Fourth six months of experience</td>
<td>169.20</td>
</tr>
<tr>
<td>Fifth six months of experience</td>
<td>184.50</td>
</tr>
<tr>
<td>Sixth six months of experience</td>
<td>199.80</td>
</tr>
<tr>
<td>Seventh six months of experience</td>
<td>215.10</td>
</tr>
<tr>
<td>Eighth six months of experience</td>
<td>230.40</td>
</tr>
<tr>
<td>Thereafter</td>
<td>245.80</td>
</tr>
</tbody>
</table>

### Loon per week van die inwerkingtreding van hierdie Ooreenkomst

<table>
<thead>
<tr>
<th></th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eerste ses maande ondervinding</td>
<td>123.30</td>
</tr>
<tr>
<td>Tweede ses maande ondervinding</td>
<td>138.60</td>
</tr>
<tr>
<td>Derde ses maande ondervinding</td>
<td>153.90</td>
</tr>
<tr>
<td>Vierde ses maande ondervinding</td>
<td>169.20</td>
</tr>
<tr>
<td>Vfde ses maande ondervinding</td>
<td>184.50</td>
</tr>
<tr>
<td>Sesde ses maande ondervinding</td>
<td>199.80</td>
</tr>
<tr>
<td>Sewende ses maande ondervinding</td>
<td>215.10</td>
</tr>
<tr>
<td>Agte ses maande ondervinding</td>
<td>230.40</td>
</tr>
<tr>
<td>Daarna</td>
<td>245.80</td>
</tr>
</tbody>
</table>

### Shaper and chopper-out, other than an interlining and/or trimming chopper-out:

<table>
<thead>
<tr>
<th></th>
<th>Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>First six months of experience</td>
<td>115.70</td>
</tr>
<tr>
<td>Second six months of experience</td>
<td>129.30</td>
</tr>
<tr>
<td>Third six months of experience</td>
<td>142.90</td>
</tr>
<tr>
<td>Fourth six months of experience</td>
<td>156.50</td>
</tr>
<tr>
<td>Fifth six months of experience</td>
<td>170.10</td>
</tr>
<tr>
<td>Sixth six months of experience</td>
<td>183.70</td>
</tr>
<tr>
<td>Thereafter</td>
<td>197.30</td>
</tr>
</tbody>
</table>

### Checker, examiner and/or passer:

<table>
<thead>
<tr>
<th></th>
<th>Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>First six months of experience</td>
<td>115.70</td>
</tr>
<tr>
<td>Second six months of experience</td>
<td>129.05</td>
</tr>
<tr>
<td>Third six months of experience</td>
<td>142.40</td>
</tr>
<tr>
<td>Fourth six months of experience</td>
<td>155.75</td>
</tr>
<tr>
<td>Thereafter</td>
<td>169.10</td>
</tr>
</tbody>
</table>

### Invoice clerk:

<table>
<thead>
<tr>
<th></th>
<th>Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>First six months experience</td>
<td>176.00</td>
</tr>
<tr>
<td>Thereafter</td>
<td>245.80</td>
</tr>
</tbody>
</table>

### Despatch clerk and/or factory clerk:

<table>
<thead>
<tr>
<th></th>
<th>Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>First six months of experience</td>
<td>129.35</td>
</tr>
<tr>
<td>Second six months of experience</td>
<td>154.65</td>
</tr>
<tr>
<td>Thereafter</td>
<td>179.95</td>
</tr>
</tbody>
</table>

### Sowing machinist engaged in setting in sleeves and/or sewing round men's and ladies' tailored coats and overcoats:

<table>
<thead>
<tr>
<th></th>
<th>Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>First six months of experience</td>
<td>115.70</td>
</tr>
<tr>
<td>Second six months of experience</td>
<td>128.80</td>
</tr>
<tr>
<td>Third six months of experience</td>
<td>141.90</td>
</tr>
<tr>
<td>Fourth six months of experience</td>
<td>155.00</td>
</tr>
<tr>
<td>Fifth six months of experience</td>
<td>168.10</td>
</tr>
<tr>
<td>Sixth six months of experience</td>
<td>181.20</td>
</tr>
<tr>
<td>Thereafter</td>
<td>194.15</td>
</tr>
</tbody>
</table>

### Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—

<table>
<thead>
<tr>
<th></th>
<th>Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) does not exceed 2 722 kg</td>
<td>212.05</td>
</tr>
<tr>
<td>(b) exceeds 2 722 kg</td>
<td>245.80</td>
</tr>
</tbody>
</table>

### Part-time drive of a motor vehicle

<table>
<thead>
<tr>
<th></th>
<th>Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>192.50</td>
</tr>
</tbody>
</table>

### Knitting machine operator:

<table>
<thead>
<tr>
<th></th>
<th>Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>First six months of experience</td>
<td>115.70</td>
</tr>
<tr>
<td>Second six months of experience</td>
<td>138.55</td>
</tr>
<tr>
<td>Third six months of experience</td>
<td>161.40</td>
</tr>
</tbody>
</table>

### Fatsoeneerder and snyer, uitgesonderd tussenvoering- en/of voering-snyer:

<table>
<thead>
<tr>
<th></th>
<th>Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eerste ses maande ondervinding</td>
<td>115.70</td>
</tr>
<tr>
<td>Tweede ses maande ondervinding</td>
<td>129.30</td>
</tr>
<tr>
<td>Derde ses maande ondervinding</td>
<td>143.90</td>
</tr>
<tr>
<td>Vierte ses maande ondervinding</td>
<td>156.50</td>
</tr>
<tr>
<td>Vfde ses maande ondervinding</td>
<td>170.10</td>
</tr>
<tr>
<td>Sesde ses maande ondervinding</td>
<td>183.70</td>
</tr>
<tr>
<td>Daarna</td>
<td>197.30</td>
</tr>
</tbody>
</table>

### Nasiener, ondersoeker en/of keurder:

<table>
<thead>
<tr>
<th></th>
<th>Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eerste ses maande ondervinding</td>
<td>115.70</td>
</tr>
<tr>
<td>Tweede ses maande ondervinding</td>
<td>129.05</td>
</tr>
<tr>
<td>Derde ses maande ondervinding</td>
<td>142.40</td>
</tr>
<tr>
<td>Vierte ses maande ondervinding</td>
<td>155.75</td>
</tr>
<tr>
<td>Daarna</td>
<td>169.10</td>
</tr>
</tbody>
</table>

### Faktuurklerk:

<table>
<thead>
<tr>
<th></th>
<th>Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eerste ses maande ondervinding</td>
<td>176.90</td>
</tr>
<tr>
<td>Daarna</td>
<td>245.80</td>
</tr>
</tbody>
</table>

### Versendingsklerk en/of fabrieks-klerk:

<table>
<thead>
<tr>
<th></th>
<th>Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eerste ses maande ondervinding</td>
<td>129.35</td>
</tr>
<tr>
<td>Tweede ses maande ondervinding</td>
<td>154.65</td>
</tr>
<tr>
<td>Daarna</td>
<td>179.95</td>
</tr>
</tbody>
</table>

### Naaimasjienwerker wat moue insit en/of mans- en dames Pegniersbaardjes en -oorjasse omstik

<table>
<thead>
<tr>
<th></th>
<th>Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eerste ses maande ondervinding</td>
<td>115.70</td>
</tr>
<tr>
<td>Tweede ses maande ondervinding</td>
<td>128.80</td>
</tr>
<tr>
<td>Derde ses maande ondervinding</td>
<td>141.90</td>
</tr>
<tr>
<td>Vierde ses maande ondervinding</td>
<td>155.00</td>
</tr>
<tr>
<td>Vfde ses maande ondervinding</td>
<td>168.10</td>
</tr>
<tr>
<td>Sesde ses maande ondervinding</td>
<td>181.20</td>
</tr>
<tr>
<td>Daarna</td>
<td>194.15</td>
</tr>
</tbody>
</table>

### Druwer van 'n motorvoertuig waarvan die onbelaste massa teseame met die onbelaste massa van 'n sloepwaa of sleepwaa wat deur selfstandige voertuig getrek word—

<table>
<thead>
<tr>
<th></th>
<th>Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) hoogstens 2 722 kg is</td>
<td>212.05</td>
</tr>
<tr>
<td>(b) meer as 2 722 kg</td>
<td>245.80</td>
</tr>
</tbody>
</table>

### Deeltjiesdruker van motorvoertuigedrywer

<table>
<thead>
<tr>
<th></th>
<th>Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>192.50</td>
</tr>
</tbody>
</table>

### Braammasjienbediener:

<table>
<thead>
<tr>
<th></th>
<th>Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eerste ses maande ondervinding</td>
<td>115.70</td>
</tr>
<tr>
<td>Tweede ses maande ondervinding</td>
<td>138.55</td>
</tr>
<tr>
<td>Derde ses maande ondervinding</td>
<td>161.40</td>
</tr>
</tbody>
</table>
Wage per week from the date of coming into operation of this Agreement

<table>
<thead>
<tr>
<th>Experience Level</th>
<th>Wage (R)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fourth six months</td>
<td>184,25</td>
</tr>
<tr>
<td>Fifth six months</td>
<td>207,10</td>
</tr>
<tr>
<td>Sixth six months</td>
<td>229,95</td>
</tr>
<tr>
<td>Thereafter</td>
<td>252,80</td>
</tr>
</tbody>
</table>

(xi) Maintenance hand:
- First six months: 115,70
- Second six months: 121,00
- Third six months: 128,30
- Fourth six months: 131,60
- Fifth six months: 136,60
- Thereafter: 142,25

(B) In the Magisterial Districts of Kimberley and Bloemfontein

(i) Sewing machinist, invisible mender, finisher, presser, trimmer, marker-in and/or chopper-out of linings and trimmings and former scriber:
- First six months: 115,70
- Second six months: 124,60
- Third six months: 133,50
- Fourth six months: 142,40
- Fifth six months: 151,30
- Sixth months: 160,20
- Thereafter: 169,00
- Set leader and/or teamleader: 182,00

(ii) General worker/Pleater:
- First six months: 115,70
- Second six months: 121,25
- Thereafter: 126,65

(iii) Despatch packer:
- First six months: 115,70
- Second six months: 123,65
- Thereafter: 131,60

(iv) Layer-up:
- First six months: 115,70
- Second six months: 123,20
- Thereafter: 130,70

(v) Plan sewer:
- First six months: 115,70
- Thereafter: 137,25

(vi) Sample machinist: 194,55

(C) In the Magisterial District of Kroonstad

(i) Sewing machinist, invisible mender, finisher, presser, trimmer, marker-in, and/or chopper-out of linings and trimmings, and former scriber:
- First six months: 111,95
- Second six months: 120,75
- Third six months: 129,55
- Fourth six months: 138,35
- Fifth six months: 147,15
- Sixth six months: 155,95
- Thereafter: 164,85
- Set leader and/or team leader: 177,65

(xii) Onderhoudswerker:
- Eerste ses maande ondervinding... 115,70
- Tweede ses maande ondervinding... 121,00
- Derde ses maande ondervinding... 126,30
- Vierde ses maande ondervinding... 131,60
- Vyfde ses maande ondervinding... 136,60
- Daarna: 142,25

(B) In die landrodsdistrikte Kimberley en Bloemfontein

(i) Naaimasjienwerker, fynstopper, afwerker, parser, voeringsnyer, afmarkaar en/of nyer van voerings en toosies en vormblokmaker:
- Eerste ses maande ondervinding... 115,70
- Tweede ses maande ondervinding... 124,60
- Derde ses maande ondervinding... 133,50
- Vierde ses maande ondervinding... 142,40
- Vyfde ses maande ondervinding... 151,30
- Sesde ses maande ondervinding... 160,20
- Daarna: 169,00
- Groep- en/ of spanier: 182,00

(ii) Algemene werker/Ploociemaker:
- Eerste ses maande ondervinding... 115,70
- Tweede ses maande ondervinding... 121,25
- Daarna: 126,65

(iii) Versandingsverpaakker:
- Eerste ses maande ondervinding... 115,70
- Tweede ses maande ondervinding... 123,65
- Daarna: 131,60

(iv) Laagopliker:
- Eerste ses maande ondervinding... 115,70
- Tweede ses maande ondervinding... 123,20
- Daarna: 130,70

(v) Gewone naaldwerker:
- Eerste ses maande ondervinding... 115,70
- Daarna: 137,25

(vi) Monsternaaisjienwerker: 194,55

(C) In die landrodsdistrikte

Kroonstad

(i) Naaimasjienwerker, fynstopper, afwerker, parser, voeringsnyer, afmarkaar en/of nyer van voerings en toosies en vormblokmaker:
- Eerste ses maande ondervinding... 111,95
- Tweede ses maande ondervinding... 120,75
- Derde ses maande ondervinding... 129,55
- Vierde ses maande ondervinding... 138,35
- Vyfde ses maande ondervinding... 147,15
- Sesde ses maande ondervinding... 155,95
- Daarna: 164,85
- Groep- en/ of spanier: 177,65
<table>
<thead>
<tr>
<th>Description</th>
<th>Wage per week from the date of coming into operation of this Agreement (R)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(ii) General worker/Plooier:</td>
<td></td>
</tr>
<tr>
<td>First six months of experience</td>
<td>111,95</td>
</tr>
<tr>
<td>Second six months of experience</td>
<td>119,25</td>
</tr>
<tr>
<td>Thereafter</td>
<td>126,60</td>
</tr>
<tr>
<td>(iii) Despatch packer:</td>
<td></td>
</tr>
<tr>
<td>First six months of experience</td>
<td>111,95</td>
</tr>
<tr>
<td>Second six months of experience</td>
<td>121,65</td>
</tr>
<tr>
<td>Thereafter</td>
<td>131,35</td>
</tr>
<tr>
<td>(iv) Layer-up:</td>
<td></td>
</tr>
<tr>
<td>First six months of experience</td>
<td>111,95</td>
</tr>
<tr>
<td>Second six months of experience</td>
<td>121,20</td>
</tr>
<tr>
<td>Thereafter</td>
<td>130,45</td>
</tr>
<tr>
<td>(v) Plain sewer:</td>
<td></td>
</tr>
<tr>
<td>First six months of experience</td>
<td>111,95</td>
</tr>
<tr>
<td>Thereafter</td>
<td>137,25</td>
</tr>
<tr>
<td>(vi) Sample machinist</td>
<td>189,85</td>
</tr>
<tr>
<td>(D) In the Magisterial Districts of Perya, Frankfort and Vredefort</td>
<td></td>
</tr>
<tr>
<td>(i) Sewing machinist, invisible mender, finisher, presser, trimmer, marker-in and/or &quot;Chopper-out of linings and trimmings, former scriber and screen printer:</td>
<td></td>
</tr>
<tr>
<td>First six months of experience</td>
<td>105,20</td>
</tr>
<tr>
<td>Second six months of experience</td>
<td>112,85</td>
</tr>
<tr>
<td>Third six months of experience</td>
<td>120,50</td>
</tr>
<tr>
<td>Fourth six months of experience</td>
<td>128,15</td>
</tr>
<tr>
<td>Fifth six months of experience</td>
<td>135,80</td>
</tr>
<tr>
<td>Sixth six months of experience</td>
<td>143,45</td>
</tr>
<tr>
<td>Thereafter</td>
<td>151,20</td>
</tr>
<tr>
<td>Set leader and/or team leader</td>
<td>162,45</td>
</tr>
<tr>
<td>(ii) Despatch packer:</td>
<td></td>
</tr>
<tr>
<td>First six months of experience</td>
<td>109,30</td>
</tr>
<tr>
<td>Second six months of experience</td>
<td>117,10</td>
</tr>
<tr>
<td>Thereafter</td>
<td>124,95</td>
</tr>
<tr>
<td>(iii) General worker/Plooier:</td>
<td></td>
</tr>
<tr>
<td>First six months of experience</td>
<td>103,20</td>
</tr>
<tr>
<td>Second six months of experience</td>
<td>110,20</td>
</tr>
<tr>
<td>Thereafter</td>
<td>117,20</td>
</tr>
<tr>
<td>(iv) Layer-up:</td>
<td></td>
</tr>
<tr>
<td>First six months of experience</td>
<td>105,20</td>
</tr>
<tr>
<td>Second six months of experience</td>
<td>113,90</td>
</tr>
<tr>
<td>Thereafter</td>
<td>122,60</td>
</tr>
<tr>
<td>(v) Plain sewer:</td>
<td></td>
</tr>
<tr>
<td>First six months of experience</td>
<td>103,20</td>
</tr>
<tr>
<td>Thereafter</td>
<td>126,75</td>
</tr>
<tr>
<td>(vi) Sample machinist</td>
<td>174,10&quot;</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Loon per week van die inwerkingtreding van hierdie Ooreenkomste (R)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(ii) Algemene werker/Plooimaker:</td>
<td></td>
</tr>
<tr>
<td>Eerste ses maande ondervinding</td>
<td>111,95</td>
</tr>
<tr>
<td>Tweede ses maande ondervinding</td>
<td>119,25</td>
</tr>
<tr>
<td>Daarna</td>
<td>126,60</td>
</tr>
<tr>
<td>(iii) Versendingsverpakker:</td>
<td></td>
</tr>
<tr>
<td>Eerste ses maande ondervinding</td>
<td>111,95</td>
</tr>
<tr>
<td>Tweede ses maande ondervinding</td>
<td>121,65</td>
</tr>
<tr>
<td>Daarna</td>
<td>131,35</td>
</tr>
<tr>
<td>(iv) Laagopleer:</td>
<td></td>
</tr>
<tr>
<td>Eerste ses maande ondervinding</td>
<td>111,95</td>
</tr>
<tr>
<td>Tweede ses maande ondervinding</td>
<td>121,20</td>
</tr>
<tr>
<td>Daarna</td>
<td>130,45</td>
</tr>
<tr>
<td>(v) Gewone naaldwerker:</td>
<td></td>
</tr>
<tr>
<td>Eerste ses maande ondervinding</td>
<td>111,95</td>
</tr>
<tr>
<td>Daarna</td>
<td>137,25</td>
</tr>
<tr>
<td>(vi) Monsternasjienwerker</td>
<td>189,85</td>
</tr>
<tr>
<td>(D) In die landdrossdistrikte Perya, Frankfort en Vredefort</td>
<td></td>
</tr>
<tr>
<td>(i) Naaimasjienwerker, fynstopper, afwerker, parser, voeringsnyer, afmerker en/of nyer van voerings en toolsels, vormblokmerker en skermddukrker:</td>
<td></td>
</tr>
<tr>
<td>Eerste ses maande ondervinding</td>
<td>105,20</td>
</tr>
<tr>
<td>Tweede ses maande ondervinding</td>
<td>112,85</td>
</tr>
<tr>
<td>Daarna</td>
<td>120,50</td>
</tr>
<tr>
<td>(ii) Versendingsverpakker:</td>
<td></td>
</tr>
<tr>
<td>Eerste ses maande ondervinding</td>
<td>109,30</td>
</tr>
<tr>
<td>Tweede ses maande ondervinding</td>
<td>117,10</td>
</tr>
<tr>
<td>Daarna</td>
<td>124,95</td>
</tr>
<tr>
<td>(iii) Algemene werker/Plooimaker:</td>
<td></td>
</tr>
<tr>
<td>Eerste ses maande ondervinding</td>
<td>103,20</td>
</tr>
<tr>
<td>Tweede ses maande ondervinding</td>
<td>110,20</td>
</tr>
<tr>
<td>Daarna</td>
<td>117,20</td>
</tr>
<tr>
<td>(iv) Laagopleer:</td>
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</tr>
<tr>
<td>Eerste ses maande ondervinding</td>
<td>105,20</td>
</tr>
<tr>
<td>Tweede ses maande ondervinding</td>
<td>113,90</td>
</tr>
<tr>
<td>Daarna</td>
<td>122,60</td>
</tr>
<tr>
<td>(v) Gewone naaldwerker:</td>
<td></td>
</tr>
<tr>
<td>Eerste ses maande ondervinding</td>
<td>103,20</td>
</tr>
<tr>
<td>Daarna</td>
<td>126,75</td>
</tr>
<tr>
<td>(vi) Monsternasjienwerker</td>
<td>174,10&quot;</td>
</tr>
</tbody>
</table>
4. CLAUSE 21: MEDICAL BENEFIT SOCIETY

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

“(b) The amount to be deducted by employers in terms of paragraph (a) shall be R1,50 per worker per week.”.

(2) In subclause (3), substitute the expression “South African Clothing and Textile Workers’ Union” for the expression “Amalgamated Clothing and Textile Workers’ Union of South Africa”.

(3) In subclause (5), substitute the expression “South African Clothing and Textile Workers’ Union” for the expression “Amalgamated Clothing and Textile Workers’ Union of South Africa”.

5. CLAUSE 24: EMPLOYMENT OF TRADE UNION LABOUR

In subclause (1), substitute the expression “South African Clothing and Textile Workers’ Union” for the expression “Amalgamated Clothing and Textile Workers’ Union of South Africa”.

6. CLAUSE 32: PROVIDENT FUND

(1) In subclause (3) (a), substitute the expression “South African Clothing and Textile Workers’ Union” for the expression “Amalgamated Clothing and Textile Workers’ Union of South Africa”.

(2) In subclause (3) (e), substitute the expression “South African Clothing and Textile Workers’ Union” for the expression “Amalgamated Clothing and Textile Workers’ Union of South Africa”.

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

“(5) Contributions: (a) Every employer shall on the pay-day of each week deduct from the wage of each employee (hereinafter referred to as “contributor”) to whom this clause applies and who has worked for at least 20 hours in the week in which the deduction fell due an amount calculated on the following basis:

5% from the weekly basic wage.

The employer shall add thereto an equal amount, being the employer’s contribution in respect of his employee. The total amount so deducted from the wages of his employees together with the amount contributed by the employer shall be forwarded to the Secretary of the Council, P.O. Box 48688, Johannesburg, 2000, within seven days from the end of the month in which the deductions fell due, accompanied by a completed return in the form of Annexures E and F or Annexures E (i) and F (i) to this Agreement, as the case may be.”.

(4) Insert the following new paragraph (c) after subclause (8) (b):

“(c) Housing loans: The Management Committee may grant housing loans to contributors; Provided that loans granted in terms of this subclause shall be subject to such conditions as may be laid down by the Management Committee from time to time with the approval of the Industrial Registrar. Housing loans shall be repayable at such rates as the Management Committee may from time to time determine.

On receipt of a stop-order in respect of a housing loan duly signed by the employee concerned, an employer shall deduct from his employee’s wages the weekly amount stipulated in the stop-order, and shall forward the amounts so deducted to the Secretary of the Council, not later than the 15th day of the following month.”.

(5) In subclause (11) (a), substitute the expression “South African Clothing and Textile Workers’ Union” for the expression “Garment Workers’ Union of South Africa” and “National Union of Clothing Workers (S.A.)”.

4. KLOUSE 21: MEDIÉSE HULVERENING

(1) Vervang subklosule (2) (b) deur die volgende:

“(b) Die bedrag wat deur ’n werkgever ooreenkomstig paragraaf (a) afgetrek moet word, is R1,50 per werker per week.”.

(2) In subklosule (3), vervang die uitdrukking “Amalgamated Clothing and Textile Workers’ Union of South Africa” deur die uitdrukking “South African Clothing and Textile Workers’ Union”.

(3) In subklosule (5), vervang die uitdrukking “Amalgamated Clothing and Textile Workers’ Union of South Africa” deur die uitdrukking “South African Clothing and Textile Workers’ Union”.

5. KLOUSE 24: INDIENSNEMING VAN LEDE VAN VAKVERENIGINGS

In subklosule (1), vervang die uitdrukking “Amalgamated Clothing and Textile Workers’ Union of South Africa” deur die uitdrukking “South African Clothing and Textile Workers’ Union”.

6. KLOUSE 32: VOORSORGFONDS

(1) In subklosule (3) (a), vervang die uitdrukking “Amalgamated Clothing and Textile Workers’ Union of South Africa” deur die uitdrukking “South African Clothing and Textile Workers’ Union”.

(2) In subklosule (3) (e), vervang die uitdrukking “Amalgamated Clothing and Textile Workers’ Union of South Africa” deur die uitdrukking “South African Clothing and Textile Workers’ Union”.

(3) Vervang subklosule (5) deur die volgende:

“(5) Bydrae: (a) Elke werkgever moet op die betaaldag van elke week van die loen van elke werknemer (hierna die “bydraer” genoem) op die hierdie klosule van toepassing is en wat minstens 20 uur werk het in die week waarin die aftekking verskuldig word ‘n bedrag aftek wat op die volgende grondslag bereken is:

5% van die basiese weeklikse loen.

Daarby moet die werkgever ‘n gelyke bedrag voeg wat die werkgever se bydrae ten opsigte van sy werknemer is. Die totale bedrag alas van die loen van sy werknemers afgetrek, tesame met die bedrag deur die werkgever bygedra, moet minstens twee deel na die einde van die maand waarin die aftekking verskuldig word, aan die Sekretaris van die Raad, Postbus 4866, Johannesburg, 2000, gestuur word, en dit moet vergesel gaan van ‘n ingevulde oppaw in die vorm van Aanhangsels E en F of Aanhangse E (i) en F (i) van hierdie Ooreenkomms, na gelang van die geval.”.

(4) Voeg die volgende nuwe paragraaf (c) by na subklosule (8) (b):

“(c) Beheurslenings: Die bestuurskomitee kan beheurslenings toestaan aan bydraers: Met dien verstande dat lenings wat ooreenkomstig hierdie subklosule toegestaan word, onderworpe is aan die voorwaardes wat die Bestuurskomitee van tyd tot tyd met die goedkeuring van die Nywerheidsinspecteur stel. Beheurslenings is terugbetaalbaar teen paai wat van tyd tot tyd deur die Bestuurskomitee vasgestel word.

By ontvang van ‘n aftrekorder ten opsigte van ‘n beheurslening behoorlik deur die betrokke werknemer onderteken, moet ‘n werkgever van sy werknemer se loen die weeklikse bedrag aftek wat in die aftrekorder genoem word, en die bedrae alas aftek voor die 10de van elke daaropvolgende maand aan die Sekretaris van die Raad stuur.”.

(5) In subklosule (11) (a), vervang die uitdrukking “Garment Workers’ Union of South Africa” en “National Union of Clothing Workers (S.A.)” deur die uitdrukking “South African Clothing and Textile Workers’ Union”. 

"
7. Insert the following new clause 35:

"CLAUSE 35: MATERNITY BENEFITS

(1) An employer shall pay one month's wages (4.33 weeks' wages) to an employee going on maternity leave: Provided that such an employee has one or more years' service with the same employer and a medical certificate is produced. An employer may take up to 4 months' maternity leave, but may return earlier on giving two weeks' notice to the employer of her intention to return to work.

(2) A substitute employee may be employed in the place of a person on maternity leave for the duration of the maternity leave. Such substitute employee's employment may be terminated by giving the required notice on the return of the employee who went on maternity leave.

Signed at Johannesburg, on behalf of the parties, this 25th day of November 1991.

A. LAIRD SMITH,
Chairman of the Council.

N. RATSHIDI,
Member of the Council.

H. BROOKSTEIN,
Deputy Secretary of the Council.

No. R. 2925
23 October 1992

LABOUR RELATIONS ACT, 1956
CANCELLATION OF GOVERNMENT NOTICES
FURNITURE MANUFACTURING INDUSTRY, SOUTH-WESTERN DISTRICTS

[Text continues...]

No. R. 2926
23 October 1992

LABOUR RELATIONS ACT, 1956
FURNITURE MANUFACTURING INDUSTRY, SOUTH-WESTERN DISTRICTS: RE-ENACTMENT OF SICK BENEFIT SOCIETY AGREEMENT

[Text continues...]
sation and the trade union which entered into the
said Agreement and upon the employers and
employees who are members of the said organi-
sation or union; and

(b) in terms of section 48 (1) (b) of the said Act,
declare that the provisions of the said Agree-
ment, excluding those contained in clauses 1
(1), 2 and 3, shall be binding, with effect from
the second Monday after the date of publication
of this notice and for the period ending 28 February
1995 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE
MANUFACTURING INDUSTRY OF THE SOUTH-WEST-
ERN DISTRICTS

SICK BENEFIT SOCIETY

AGREEMENT

in accordance with the provisions of the Labour Relations
Act, 1956, made and entered into by and between the
South Western Furniture Manufacturers' Association
(hereinafter referred to as the “employers” or the “em-
ployers’ organisation”), of the one part, and the
National Union of Furniture and Allied Workers of
South Africa
(hereinafter referred to as the “employees” or the “trade
union”), of the other part,
being the parties to the Industrial Council for the Furniture
Manufacturing Industry of the South-Western Districts.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the
Furniture Manufacturing Industry of the South-Western
Districts—

(1) by all employers who are members of the employers’
organisation and by all employees who are members
of the trade union and who are engaged and employed
in the Industry respectively;

(2) in the Magisterial Districts of George, Knysna, Mossel
Bay and Outshoorn (hereinafter referred to as the
South-Western Districts).

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 (1) of
the Act and shall remain in force for the period ending 28
February 1995 or for such period as may be determined by
him.

3. SPECIAL PROVISIONS

The provisions of clause 28 of the Agreement published
under Government Notice R. 1515 of 11 September 1970, as
amended and renewed under Government Notices R. 88 of
602 of 20 March 1981, R. 2297 of 30 October 1981, R. 495 of
11 March 1983, R. 872 of 4 May 1984, R. 1467 of 5 July
and R. 574 of 31 March 1989 (hereinafter referred to as the
“Former Agreement”) as further extended, renewed,
amended or re-enacted from time to time, shall apply to
employers and employees.

die werkgewersorganisasie en die vaktervereniging
wat genoemde Ooreenkoms aangegaan het en
vir die werkgewers en werknemers wat lede van
genoemde organisasie o vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet,
dat die bepalinge van die genoemde Ooreen-
koms, uitgesonderd dié vervat in kloesule 1 (1),
2, en 3, met ingang van die tweede Maandag na
die datum van publikasie van hierdie kennis-
gewening en vir die tydperk wat op 28 Februarie
1995 eindig, bindend is vir alle ander werk-
gewers en werknemers as dié genoem in para-
graff (a) van hierdie kennisgewening wat betrekke
is by of in diens is in genoemde Ondermyn,
Nywerheid, Bedryf of Beroep in die gebiede in
kloesule 1 van die genoemde Ooreenkoms
gepesiferiseer.

G. M. E. CARELSE,
Adjunctminister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID
VAN DIE SUIDWESTELIKE DISTRIKTE

SIKTEBYSTANDVERENIGING

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesuit
deur en aangegaan tussen die
South Western Furniture Manufacturers' Association
(hierdie die “werkgewers” of die “werkgewersorganisasie”
genoom), aan die een kant, en die
National Union of Furniture and Allied Workers of
South Africa
(hierdie die “werknemers” of die “vakvereniging” genoom),
an die ander kant,
at die partye is by die Nywerheidsraad vir die Meubelnywer-
heid van die Suidwestelike Distrikte

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Meubelnywerheid van die
Suidwestelike Distrikte nagekom word—

(1) deur alle werkgewers wat lede is van die werkgewers-
organisasie en deur alle werknemers wat lede is van
die vakvereniging, en wat onderskeidelik by die Nywer-
heid betrokke is en daarin werkzaam is;

(2) in die landdorstdistrikte George, Knysna, Mosselbaai
en Outshoorn (hierdie die “Suidwestelike distrikte”
genoom).

2. GELDIGHEIDS DUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die
Minister van mannekrag kragtens artikel 48 (1) van die Wet
vastel, en by van krag vir die tydperk eindigende 28
Februarie 1995 of vir die tydperk wat hy bepaal.

3. SPEISALE BEPAALINGS

Die bepalinge soos vervat in kloesule 28 van die Ooreen-
koms gepubliseer by Goewermentskennisgewing R. 1515
van 11 September 1970, soos gewysig en hernieu by
Goewermentskennisgewing R. 88 van 18 Januarie 1974, R.
2017 van 24 Oktober 1975, R. 601 en R. 602 van 20 Maart
1981, R. 2297 van 30 Oktober 1981, R. 495 van 11 Maart
1983, R. 872 van 4 Mei 1984, R. 1467 van 5 Julie 1985, R.
2118 van 20 September 1985, R. 843 van 16 April 1987 en
R. 574 van 31 Maart 1989 (hierna die "Vorige Ooreenkoms"
genoom) soos vorder verlang, hernieu, gewysig of her-
bekragtig van tyd tot tyd, is van toepassing op sowel werk-
gewers as werknemers.
4. GENERAL PROVISIONS
The provisions contained in clauses 3 to 27 of the Former Agreement, as further extended, renewed, amended or re-enacted from time to time, shall apply to employers and employees.

5. CLAUSE 12: BENEFITS
Substitute the following for subclause (1) (g):

"(g) The total amount of benefits payable to a member and his dependants in any one year shall not exceed the following amounts:

In the case of a member contributing a minimum of R8,50 per week: R2,000.

In the case of a member contributing a minimum of R12,00 per week: R3,000.".

6. CLAUSE 18: CONTRIBUTIONS
Substitute the following for subclause (1):

"(1) Provided that no deduction shall be made from the wages of a member who has worked less than 24 hours in the week in which the deductions fall due, every employer shall on the first pay-day after the date upon which this Agreement comes into operation and thereafter on every pay-day deduct from the wage of each and every member in his employ contributions at the following rates:

All employees earning the prescribed scale for Grade II–VIII employees: Minimum contribution R6,50 per week.

All employees earning the same or more that the minimum prescribed wage for Grade I employees: Minimum contribution R12 per week.".

This agreement signed at Knysna on behalf of the parties this 6th day of November 1991.

L. F. FECHTER,
Chairman.

S. LE ROUX,
Vice-Chairman.

M. LOYSON,
Secretary.

No. R. 2936
23 October 1992
UNEMPLOYMENT INSURANCE ACT, 1966
AMENDMENT OF REGULATIONS
The Minister of Manpower has, under section 62 of the Unemployment Insurance Act, 1966 (Act No. 30 of 1966), made the regulations set out in the Schedule hereto.

SCHEDULE

Definition

4. ALGEMENE BEPALINGS
Die bepalings soos vervat in klausules 3 tot 27 van die Vorige Ooreenkoms soos verder verlang, homswig of herbekragig van tyd tot tyd, is van toepassing op soewel werk- gewers as werknemers.

5. KLOUSULE 12: BYSTAND
Vervang subklausule (1) (j) deur die volgende:

"(j) Die totale bedrag wat in 'n bepaalde jaar se lidmaatskaps aan bystand aan 'n lid en sy afhanklikes betaal is, mag hoogstens die volgende wees:

In die geval van 'n lid wat 'n minimum van R8,50 per week bydra: R2 000.

In die geval van 'n lid wat 'n minimum van R12,00 per week bydra: R3 000.".

6. KLOUSULE 16: BYDRAES
Vervang subklausule (1) deur die volgende:

"(1) Mits geen bedrag afgetrek word nie van die loon van 'n lid wat minder as 24 uur gewerk het in die week waarin die bydraes verskuldig word, moet elke werk- gewer op die eerste betaaldag na die datum waarop hierdie Ooreenkoms in werking treed en daarna op elke betaaldag, van die loon van elke lid in sy diens bydraes teen die volgende tariwe aftrek:

Alle werknemers wat die voorgeskoux skaal vir Graad II–VIII werknemers verdien: Minimum bydra R6,50 per week.

Alle werknemers wat diezelfde of meer as die mini- num voorgeskoux loon vir Graad I werkners verdien: Minimum bydra van R12 per week.".

Hierdie ooreenkoms is names die partye op hede die 6de dag van November 1991, te Knysna onderteken.

L. F. FECHTER,
Voorsitter.

S. LE ROUX,
Ondervoorsitter.

M. LOYSON,
Sekretaris.

No. R. 2936
23 Oktober 1992
WERKLOOSHEIDVERSEKERINGSWET, 1966
WYSIGING VAN REGULASIES
Die Minister van Mannekrag het kragtens artikel 62 van die Werkloosheidversekeringswet, 1966 (Wet No. 30 van 1966), die regulasies in die Bylae hierty, uitge- vaardig.

BYLAE
Woordomskrywing
Saccawwu will not be stopped

Union to protest Checkers dismissals:

By Isaac Moledi

MEMBERS of the South African Commercial, Catering and Allied Workers Union are to march on the Checkers store in Heidelberg today in protest against the dismissal of its members.

The march will start at 9.30am at the town's taxi rank and proceed to Checkers, where a memorandum will be handed over to the company's management.

More than 70 workers at Checkers in Heidelberg were dismissed last month.

The dismissals came about as a result of a woman worker who was allegedly fired after she objected to being called a kaffir by a white security woman, according to Saccawwu.

Saccawwu official Mr Salim Valli said: "Instead of the Checkers management looking at the matter objectively, they unilaterally decided to dismiss our member."

Checkers said in a statement that it was still addressing the problem in the interest of all its 20,000 employees.

"In doing so the company would have due regard for the financial position of the company and the current state of the economy."

"The group regarded its relationship with its employees as an internal matter and did not want to arouse public debate which may jeopardise the future of their livelihood," the statement said.
Cape region to take union head office to court.

By DICK Usher

Most disturbing to the region are clauses in the main agreement covering plant-level bargaining.

"Mewusa has traditionally used plant-level negotiations with more profitable companies to secure better benefits for workers than have been gained at centralised bargaining in the industrial council," said Mewusa acting regional secretary Mr Ben Petersen.

"Where employers and unions can't reach an agreement on alterations to their plant-level arrangements, the wage increases for members there will not be on their actual wages, but only on the minimum rates.

"So there is an economic gun to people's heads — either stop plant-level bargaining or lose increases.

"At the same time our understanding is that in terms of the Labour Relations Act this will open the way for employers to declare disputes against workers.

"After that they will have the power to lock workers out until they agree to the new conditions."

Mr Petersen said the union's regional executive committee had warned its head office that it would take legal action if these measures were accepted.

"We also asked them to call a national executive meeting before signing," Mr Petersen said.

"We had no response and have no option but to make our differences public."
### Occupation by Economic Sector

<table>
<thead>
<tr>
<th>OCCUPATIONS</th>
<th>TOTAL</th>
<th>ACTIVE</th>
<th>AGRICULTURE</th>
<th>MINING</th>
<th>MANUFACTURING</th>
<th>ELECTRICITY</th>
<th>CONSTRUCTION</th>
<th>WHOLESALE &amp; RETAIL TRADE</th>
<th>CATERING &amp; FOOD SERVICES</th>
<th>TRANSPORTATION</th>
<th>CONSTRUCTION</th>
<th>FINANCIAL &amp; INSURANCE</th>
<th>REAL ESTATE</th>
<th>OTHER SERVICES</th>
<th>EDUCATION &amp; HEALTHCARE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>10,215,037</td>
<td>10,215,037</td>
<td>1,049,689</td>
<td>1,356,641</td>
<td>1,235,024</td>
<td>98,616</td>
<td>463,111</td>
<td>82,124,745</td>
<td>372,383</td>
<td>344,949</td>
<td>2,283,672</td>
<td>2,074,111</td>
<td>2,283,672</td>
<td>2,074,111</td>
<td></td>
</tr>
<tr>
<td>Male</td>
<td>6,025,673</td>
<td>6,025,673</td>
<td>728,458</td>
<td>1,150,641</td>
<td>1,057,024</td>
<td>87,616</td>
<td>404,111</td>
<td>54,124,745</td>
<td>260,383</td>
<td>244,949</td>
<td>1,483,672</td>
<td>1,319,111</td>
<td>1,483,672</td>
<td>1,319,111</td>
<td></td>
</tr>
<tr>
<td>Female</td>
<td>4,189,364</td>
<td>4,189,364</td>
<td>321,231</td>
<td>206,008</td>
<td>178,000</td>
<td>11,000</td>
<td>259,111</td>
<td>28,124,745</td>
<td>112,000</td>
<td>199,949</td>
<td>799,672</td>
<td>755,000</td>
<td>799,672</td>
<td>755,000</td>
<td></td>
</tr>
</tbody>
</table>

### Occupation by Income

| TOTAL ECONOMIC ACTIVITY | TOTAL | NO INCOME | $1-$999 | $1000-$1999 | $2000-$2999 | $3000-$3999 | $4000-$4999 | $5000-$5999 | $6000-$6999 | $7000-$7999 | $8000-$8999 | $9000-$9999 | $10,000-$12,999 | $13,000-$14,999 | $15,000-$16,999 | $17,000-$18,999 | $19,000-$20,000 | $21,000-$22,000 | $23,000-$25,000 | TOTAL |
|-------------------------|-------|-----------|---------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
| Total | 10,215,037 | 1,659,799 | 628,307 | 1,623,686 | 887,000 | 86,480 | 285,453 | 1,235,024 | 98,616 | 463,111 | 82,124,745 | 372,383 | 344,949 | 2,283,672 | 2,074,111 | 2,283,672 | 2,074,111 |
| Male | 6,025,673 | 926,799 | 528,458 | 1,057,024 | 1,057,024 | 87,616 | 404,111 | 54,124,745 | 260,383 | 244,949 | 1,483,672 | 1,483,672 | 1,483,672 | 1,483,672 |
| Female | 4,189,364 | 733,000 | 100,831 | 566,686 | 810,000 | 11,480 | 45,000 | 28,124,745 | 112,000 | 199,949 | 799,672 | 755,000 | 799,672 | 755,000 |

### Occupation by Sector

<table>
<thead>
<tr>
<th>OCCUPATIONS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education &amp; Health Care</td>
<td>314,050</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>1,235,024</td>
</tr>
<tr>
<td>Agriculture</td>
<td>1,049,689</td>
</tr>
<tr>
<td>Construction</td>
<td>463,111</td>
</tr>
<tr>
<td>Wholesale &amp; Retail Trade</td>
<td>82,124,745</td>
</tr>
<tr>
<td>Mining</td>
<td>1,356,641</td>
</tr>
<tr>
<td>Transportation</td>
<td>372,383</td>
</tr>
<tr>
<td>Financial &amp; Insurance</td>
<td>344,949</td>
</tr>
<tr>
<td>Real Estate</td>
<td>2,283,672</td>
</tr>
<tr>
<td>Other Services</td>
<td>2,074,111</td>
</tr>
</tbody>
</table>

### Notes
- The data represents the distribution of economic activity across various sectors and income brackets.
- The total number of individuals is 10,215,037.
- The data includes a breakdown of occupations by economic activity, income, and gender.
Workers abused - claim

THE Media Workers Association of South Africa (Mwasa) is considering taking legal action against the management of the Durban-based Republican Press magazine group.

At a Press conference yesterday, Mwasa assistant general secretary Themba Hlatshwayo alleged that white staff had been given permission to use black workers as gardeners and domestic servants and that the highest echelons of management were "part of that". - Sapa.
<table>
<thead>
<tr>
<th>No. R. 3032</th>
<th>30 October 1992</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABOUR RELATIONS ACT, 1956</td>
<td></td>
</tr>
<tr>
<td>FURNITURE MANUFACTURING INDUSTRY, SOUTH WESTERN DISTRICTS: RENEWAL OF MAIN AGREEMENT</td>
<td></td>
</tr>
<tr>
<td>D. VAN DER WALT, Director: Labour Relations.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No. R. 3033</th>
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</tr>
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<tbody>
<tr>
<td>LABOUR RELATIONS ACT, 1956</td>
<td></td>
</tr>
<tr>
<td>LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA: RENEWAL OF AGREEMENT FOR THE TANNING SECTION</td>
<td></td>
</tr>
<tr>
<td>D. VAN DER WALT, Director: Labour Relations.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No. R. 3034</th>
<th>30 October 1992</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABOUR RELATIONS ACT, 1956</td>
<td></td>
</tr>
<tr>
<td>TEXTILE INDUSTRY, REPUBLIC OF SOUTH AFRICA: AMENDMENT OF AGREEMENT</td>
<td></td>
</tr>
<tr>
<td>I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—</td>
<td></td>
</tr>
<tr>
<td>(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 date of publication and for the period ending 30 June 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No. R. 3033</th>
<th>30 October 1992</th>
</tr>
</thead>
<tbody>
<tr>
<td>WET OP ARBEIDSVERHOUDINGE, 1956</td>
<td></td>
</tr>
<tr>
<td>MEUBELNYWERHEID, SUIDWESTELIKE DISTRIKTE: HERNUWING VAN HOOFOOORENKOMS</td>
<td></td>
</tr>
<tr>
<td>D. VAN DER WALT, Direkteur: Arbeidsverhoudinge.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No. R. 3034</th>
<th>30 October 1992</th>
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<tbody>
<tr>
<td>WET OP ARBEIDSVERHOUDINGE, 1956</td>
<td></td>
</tr>
<tr>
<td>TEKSTIENYWERHEID, REPUBLIEK VAN SUID-AFRIKA: WYSIGING VAN OORENKOMS</td>
<td></td>
</tr>
<tr>
<td>Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—</td>
<td></td>
</tr>
<tr>
<td>(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsoor- eenkoms 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 datum van publikasie en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir die werk- gewersorganisasie en die vakvereniging wat die Wysigingsoorenkoms aangegaan het en vir die werkgewers en werknemers wat lede van geneomde organisasie of vereniging is; en</td>
<td></td>
</tr>
</tbody>
</table>
(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (b), shall be binding, with effect from the date of publication and for the period ending 30 June 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

THE NATIONAL INDUSTRIAL COUNCIL FOR THE TEXTILE MANUFACTURING INDUSTRY OF THE REPUBLIC OF SOUTH AFRICA

AGREEMENT

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

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

South African Clothing and Textile Workers Union
(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the National Industrial Council for the Textile Manufacturing Industry of the Republic of South Africa,

1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) in the Republic of South Africa, excluding the port and settlement of Walvis Bay;

(b) by all employers who are members of the employers' organisation and are engaged in the Textile Manufacturing Industry and by all employees who are members of the trade union and are employed in the Industry.

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

2. CLAUSE 4—REMNUNERATION

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

"(1) (a) Subject to the provisions of clause 5, an employer shall not pay and an employee shall not accept wages less than those specified for such employee's class of work in Annexure A, B or C to this Agreement.

(b) kragtens artikel 48 (1) (b) van gesciene Wet, dat die bepalings van die Wysigingssooreenkoms, uitgesondier dié verval in klausule 1 (1) (b) met ingang van die datum van publikasie en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir alle ander werkgevers en werk- nemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf en Beroep in die gebiede in klausule 1 van die Wysigingssooreenkoms gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

BYLAE

NASIONALE NYWERHEIDSRaad VIR DIE TEKSTYLNY- WERHED VAN DIE REPUBLIEK VAN SUID-AFRIKA

OOREENKOMS

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

National Textile Manufacturers' Association
(hierna die "werkgevers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

South African Clothing and Textile Workers Union
(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die party is by die Nasionale Nywerheidsrad vir Tekstielnywerheid van die Republiek van Suid-Afrika,


1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) in die Republiek van Suid-Afrika, uitgesondier die hawe en nedersetting van Walvisbaai;

(b) deur alle werkgevers wat lede van die werkgewersorganisasie is en wat by die Tekstielnywerheid betrokke is, en deur alle werknemers wat lede van die vakvereniging is en in die Nywerheid in diens is.

(2) Ondanks subklausule (1) is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie tone in hierdie Ooreenkoms voorgesteld word.

2. KLAUSELE 4—BESOLDIGING

(1) Vervang subklausule (1) deur die volgende:

"(1) (a) Behoudens klausule 5 mag 'n werkgever nie 'n kleiner loon betaal en mag 'n werknemer nie 'n kleiner loon aanvaar nie as wat in Aanhangsel A, B of C van hierdie Ooreenkoms vir so 'n werknemer se klas werk voorgestel word."

G. M. E. CARELSE,
Adjudcantminister van Mannekrag.
(b) Every employee who, for the pay-week immediately preceding the date of coming into operation of this Agreement was receiving from his employer a wage in excess of the rate specified for his class of work in the previous Annexure to this Agreement shall, if in the employ of the same employer, be paid, with effect from the date of coming into operation of this Agreement and whilst he continues in such employment, not less than the said wage, plus—

ANNEXURE A [blankets, yarn, coarse curtaining—1.3. (a)/(b)]
  (i) in all areas other than the Magisterial Districts of Harrismith and East London:
    R15,00 per week for Grades I, II and III;
    R15,00 per week for Grades IV and V;
    R15,00 per week for Grade VI;
    R16,50 per week for Grade VII;
    R17,00 per week for Grade VIII;
    R19,00 per week for Grade IX.
  (ii) in the Magisterial Districts of Harrismith and East London:
    R15,00 per week for Grades I, II and III;
    R15,00 per week for Grades IV and V;
    R16,00 per week for Grade VI;
    R16,50 per week for Grade VII;
    R17,00 per week for Grade VIII;
    R19,00 per week for Grade IX.

ANNEXURE B [canvas, duck, tapes, webbing—c.1.3. (c)]
In all areas—
R15,00 per week for Grades I, II, III, IV and V;
R16,00 per week for Grade VI;
R16,50 per week for Grade VII;
R17,00 per week for Grade VIII;
R19,00 per week for Grade IX.

ANNEXURE C [flock, wadding, felt, undarfelt, cotton wool—c.1.3. (3)]
In all areas—
R16,00 per week for Grades I, II, III, IV and V;
R16,50 per week for Grade VII;
R17,00 per week for Grade VIII;
R19,00 per week for Grade IX.

(c) Every employee who, for the pay-week immediately preceding the first pay-week in January 1993 was receiving from his employer a wage in excess of the rate specified for his class of work in Column A of Annexure A, B or C to this Agreement shall, if in the employ of the same employer, be paid, with effect from the first pay-week in January 1993 and whilst he continues in such employment, not less than the said wage, plus—

ANNEXURE A [blankets, yarn, coarse curtaining—c.1.3 (a)/(b)]
  (i) in all areas other than the Magisterial Districts of Harrismith and East London:
    R15,00 per week for Grades I, II and III;
    R15,50 per week for Grades IV and V;
    R16,00 per week for Grade VI;
    R16,50 per week for Grade VII;
    R17,00 per week for Grade VIII;
    R19,00 per week for Grade IX.

(b) Elke werknemer wat vir die betaalweek onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkomst van sy werkgever 'n loon ontvang het wat hoër is as die loon wat vir sy klas werk in die vorige Aanhangsel van hierdie Ooreenkomst voorgeskryf word, moet, indien hy by dieselfde werkgever werkzaam is, vanaf die datum van inwerkingtreding van hierdie Ooreenkomst en solank hy in die werk aanbly, besoldig word, teen 'n loon wat nie minder is nie as gemelde loon, plus—

AANHANGSEL A [kombarse, garing, gowwe gordynstof—1.3. (a)/(b)]
  (i) in alle ander gebiede as die landdrosdistrikte Harrismith en Oos-Londen:
    R15,00 per week vir grade I, II en III;
    R15,00 per week vir grade IV en V;
    R15,00 per week vir grade VI;
    R16,50 per week vir grade VII;
    R17,00 per week vir grade VIII;
    R19,00 per week vir grade IX.
  (ii) in die landdrosdistrikte Harrismith en Oos-Londen:
    R15,00 per week vir grade I, II en III;
    R15,00 per week vir grade IV en V;
    R16,00 per week vir grade VI;
    R16,50 per week vir grade VII;
    R17,00 per week vir grade VIII;
    R19,00 per week vir grade IX.

AANHANGSEL B [seil, seildoek, seilband, gowwe seil—k.1.3.(c)]
In alle gebiede—
R15,00 per week vir grade I, II, III, IV en V;
R16,00 per week vir grade VI;
R16,50 per week vir grade VII;
R17,00 per week vir grade VIII;
R19,00 per week vir grade IX.

AANHANGSEL C [vlokh, watte, vilt, ondervilt—k.1.3.(3)]
In alle gebiede—
R16,00 per week vir grade I, II, III, IV en V;
R16,50 per week vir grade VII;
R17,00 per week vir grade VIII;
R19,00 per week vir grade IX.

(c) Elke werknemer wat vir die betaalweek onmiddellik voor die eerste betaalweek in Januarie 1993 van sy werkgever 'n loon ontvang het wat hoër is as die loon wat vir sy klas werk in Kolom A van Aanhangsel A, B of C van hierdie Ooreenkomst voorgeskryf word, moet, indien hy by dieselfde werkgever werkzaam is, vanaf die eerste betaalweek in Januarie 1993 en solank hy in die werk aanbly, besoldig word teen 'n loon wat nie minder is nie as gemelde loon, plus—

AANHANGSEL A [kombarse, garing, gowwe gordynstof of—k.1.3 (a)/(b)]
  (i) in alle ander gebiede as die landdrosdistrikte Harrismith en Oos-Londen:
    R15,00 per week vir grade I, II en III;
    R15,50 per week vir grade IV en V;
    R16,00 per week vir grade VI;
    R16,50 per week vir grade VII;
    R17,00 per week vir grade VIII;
    R19,00 per week vir grade IX.
(ii) in the Magisterial Districts of Harrismith and East London:
R16,00 per week for Grades I, II and III;
R16,00 per week for Grades IV and V;
R16,00 per week for Grade VI;
R16,50 per week for Grade VII;
R17,00 per week for Grade VIII;
R19,00 per week for Grade IX.

ANNEXURE B [canvas, duck, tapes, webbing—c.1.3. (c)]
In all areas—
R16,00 per week for Grades I, II, III, IV and V;
R16,00 per week for Grade VI;
R16,50 per week for Grade VII;
R17,00 per week for Grade VIII;
R19,00 per week for Grade IX.

ANNEXURE C [flock, wadding, felt, underfelt, cotton wool—c.1.3.(d)]
In all areas—
R17,00 per week for Grades I, II, III, IV and V;
R17,50 per week for Grade VII;
R18,00 per week for Grade VIII;
R19,00 per week for Grade IX.”.

3. CLAUSE 6: HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME
Substitute the following for subclause (1) (i):
"(i) 46 hours in any week; and from 1 January 1993 48 hours in any week; and”.

4. CLAUSE 18: COUNCIL LEVIES
Substitute the expression “20c” for the expression “12c”.

5. ANNEXURES
Substitute the following for the Annexures to this Agreement:

"ANNEXURE A—Blankets/yarn/coarse curtain [ct.3. (a) and (b)]

Grades

<table>
<thead>
<tr>
<th>Grade</th>
<th>Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>196,12</td>
</tr>
<tr>
<td>2</td>
<td>196,12</td>
</tr>
<tr>
<td>3</td>
<td>197,37</td>
</tr>
<tr>
<td>4</td>
<td>198,51</td>
</tr>
<tr>
<td>5</td>
<td>202,54</td>
</tr>
<tr>
<td>6</td>
<td>205,82</td>
</tr>
<tr>
<td>7</td>
<td>208,50</td>
</tr>
<tr>
<td>8</td>
<td>212,46</td>
</tr>
<tr>
<td>9</td>
<td>216,11</td>
</tr>
<tr>
<td>10</td>
<td>220,36</td>
</tr>
<tr>
<td>11</td>
<td>214,62</td>
</tr>
<tr>
<td>12</td>
<td>222,64</td>
</tr>
<tr>
<td>13</td>
<td>227,21</td>
</tr>
<tr>
<td>14</td>
<td>231,41</td>
</tr>
<tr>
<td>15</td>
<td>254,25</td>
</tr>
<tr>
<td>16</td>
<td>275,75</td>
</tr>
<tr>
<td>17</td>
<td>317,75</td>
</tr>
</tbody>
</table>

(i) All areas other than the Magisterial Districts of Harrismith and East London.
(ii) The Magisterial District of Harrismith and East London.
**STAASTKOERANT, 30 OKTOBER 1992 No. 14361 41**

"AANHANSEL A—Komerse/garing/growwe gordynetof [1.3. (a) en (b)]

<table>
<thead>
<tr>
<th>Grade</th>
<th>Met ingang van die datum van inwerkingtreding van Ooreenkomst</th>
<th>Met ingang van die eerste betaalweek in Januarie 1993</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(i) Per week</td>
<td>(ii)</td>
</tr>
<tr>
<td>Werknemer graad I</td>
<td>195,12</td>
<td>187,10</td>
</tr>
<tr>
<td>Werknemer graad II, ongkwalifieer—</td>
<td>195,12</td>
<td>187,10</td>
</tr>
<tr>
<td>gedurende eerste drie maande ondervinding</td>
<td>195,12</td>
<td>187,10</td>
</tr>
<tr>
<td>gedurende tweede drie maande ondervinding</td>
<td>197,37</td>
<td>189,04</td>
</tr>
<tr>
<td>Werknemer graad II, ongkwalifieer</td>
<td>195,61</td>
<td>191,77</td>
</tr>
<tr>
<td>Werknemer graad III</td>
<td>202,64</td>
<td>192,80</td>
</tr>
<tr>
<td>Werknemer graad IV, ongkwalifieer—</td>
<td>205,62</td>
<td>196,60</td>
</tr>
<tr>
<td>gedurende eerste ses maande ondervinding</td>
<td>205,62</td>
<td>196,60</td>
</tr>
<tr>
<td>gedurende tweede ses maande ondervinding</td>
<td>208,90</td>
<td>200,58</td>
</tr>
<tr>
<td>Werknemer graad IV, gekwalifieer</td>
<td>212,45</td>
<td>205,61</td>
</tr>
<tr>
<td>Werknemer graad V, ongkwalifieer—</td>
<td>209,11</td>
<td>201,88</td>
</tr>
<tr>
<td>gedurende eerste ses maande ondervinding</td>
<td>209,11</td>
<td>201,88</td>
</tr>
<tr>
<td>gedurende tweede ses maande ondervinding</td>
<td>212,36</td>
<td>204,51</td>
</tr>
<tr>
<td>Werknemer graad V, gekwalifieer</td>
<td>214,62</td>
<td>207,16</td>
</tr>
<tr>
<td>Werknemer graad VI, ongkwalifieer—</td>
<td>222,64</td>
<td>213,77</td>
</tr>
<tr>
<td>gedurende eerste ses maande ondervinding</td>
<td>222,64</td>
<td>213,77</td>
</tr>
<tr>
<td>gedurende tweede ses maande ondervinding</td>
<td>227,21</td>
<td>219,82</td>
</tr>
<tr>
<td>Werknemer graad VI, gekwalifieer</td>
<td>231,41</td>
<td>225,37</td>
</tr>
<tr>
<td>Werknemer graad VII, gekwalifieer</td>
<td>254,25</td>
<td>254,25</td>
</tr>
<tr>
<td>Werknemer graad VIII, gekwalifieer</td>
<td>275,75</td>
<td>275,75</td>
</tr>
<tr>
<td>Werknemer graad IX, gekwalifieer</td>
<td>317,75</td>
<td>317,75</td>
</tr>
</tbody>
</table>

(i) Alle ander gebiede as die landdrosdistrikte Harrismith en Oos-Londen.
(ii) Die landdrosdistrikte Harrismith en Oos-Londen.

**ANNEXURE B—Canvas/duck/tapes/webbing [c.1.3. (c)]**

<table>
<thead>
<tr>
<th>Grades</th>
<th>With effect from the date of coming into operation of Agreement</th>
<th>With effect from first pay week in January 1993</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A Per week</td>
<td>B Per week</td>
</tr>
<tr>
<td>Grade I employee</td>
<td>204,12</td>
<td>220,12</td>
</tr>
<tr>
<td>Grade II employee, unqualified—</td>
<td>204,12</td>
<td>220,12</td>
</tr>
<tr>
<td>during first three months' experience</td>
<td>204,12</td>
<td>220,12</td>
</tr>
<tr>
<td>during second three months' experience</td>
<td>205,37</td>
<td>221,37</td>
</tr>
<tr>
<td>Grade II employee, qualified</td>
<td>206,61</td>
<td>222,61</td>
</tr>
<tr>
<td>Grade III employee</td>
<td>210,64</td>
<td>226,64</td>
</tr>
<tr>
<td>Grade IV employee, unqualified—</td>
<td>212,62</td>
<td>228,62</td>
</tr>
<tr>
<td>during first six months' experience</td>
<td>212,62</td>
<td>228,62</td>
</tr>
<tr>
<td>during second six months' experience</td>
<td>215,90</td>
<td>231,90</td>
</tr>
<tr>
<td>Grade IV employee, qualified</td>
<td>219,46</td>
<td>235,46</td>
</tr>
<tr>
<td>Grade V employee, unqualified—</td>
<td>215,11</td>
<td>231,11</td>
</tr>
<tr>
<td>during first six months' experience</td>
<td>215,11</td>
<td>231,11</td>
</tr>
<tr>
<td>during second six months' experience</td>
<td>219,36</td>
<td>235,36</td>
</tr>
<tr>
<td>Grade V employee, qualified</td>
<td>221,62</td>
<td>237,62</td>
</tr>
<tr>
<td>Grade VI employee, unqualified—</td>
<td>229,64</td>
<td>245,64</td>
</tr>
<tr>
<td>during first six months' experience</td>
<td>229,64</td>
<td>245,64</td>
</tr>
<tr>
<td>during second six months' experience</td>
<td>234,21</td>
<td>250,21</td>
</tr>
<tr>
<td>Grade VI employee, qualified</td>
<td>228,41</td>
<td>254,41</td>
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<tr>
<td>Grade VII employee, qualified</td>
<td>259,25</td>
<td>275,25</td>
</tr>
<tr>
<td>Grade VIII employee, qualified</td>
<td>281,75</td>
<td>298,75</td>
</tr>
<tr>
<td>Grade IX employee, qualified</td>
<td>325,75</td>
<td>344,75</td>
</tr>
<tr>
<td>Grade</td>
<td>Met ingang van die datum van inwerkingstreding van Ooreenkoms</td>
<td>Met ingang van die eerste betaalweek in Januarie 1993</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>-------------------------------------------------------------</td>
<td>------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>A Per week</td>
<td>B Per week</td>
</tr>
<tr>
<td>Werknemer graad I</td>
<td>204,12</td>
<td>220,12</td>
</tr>
<tr>
<td>Werknemer graad II, ongekwalificeerd —</td>
<td></td>
<td></td>
</tr>
<tr>
<td>gedurende eerste drie maande ondervinding</td>
<td>204,12</td>
<td>220,12</td>
</tr>
<tr>
<td>gedurende tweede drie maande ondervinding</td>
<td>205,37</td>
<td>221,37</td>
</tr>
<tr>
<td>Werknemer graad II, gekwalificeerd</td>
<td>206,61</td>
<td>222,61</td>
</tr>
<tr>
<td>Werknemer graad III</td>
<td>210,64</td>
<td>226,64</td>
</tr>
<tr>
<td>Werknemer graad IV, ongekwalificeerd —</td>
<td></td>
<td></td>
</tr>
<tr>
<td>gedurende eerste ses maande ondervinding</td>
<td>212,62</td>
<td>228,62</td>
</tr>
<tr>
<td>gedurende tweede ses maande ondervinding</td>
<td>215,90</td>
<td>231,90</td>
</tr>
<tr>
<td>Werknemer Graad IV, gekwalificeerd</td>
<td>219,46</td>
<td>235,46</td>
</tr>
<tr>
<td>Werknemer graad V ongekwalificeerd —</td>
<td></td>
<td></td>
</tr>
<tr>
<td>gedurende eerste ses maande ondervinding</td>
<td>215,11</td>
<td>231,11</td>
</tr>
<tr>
<td>gedurende tweede ses maande ondervinding</td>
<td>219,36</td>
<td>235,36</td>
</tr>
<tr>
<td>Werknemer graad V, gekwalificeerd</td>
<td>221,62</td>
<td>237,62</td>
</tr>
<tr>
<td>Werknemer graad VI, ongekwalificeerd —</td>
<td></td>
<td></td>
</tr>
<tr>
<td>gedurende eerste ses maande ondervinding</td>
<td>222,64</td>
<td>245,64</td>
</tr>
<tr>
<td>gedurende tweede ses maande ondervinding</td>
<td>234,21</td>
<td>250,21</td>
</tr>
<tr>
<td>Werknemer graad VI, gekwalificeerd</td>
<td>228,41</td>
<td>254,41</td>
</tr>
<tr>
<td>Werknemer graad VII, gekwalificeerd —</td>
<td>239,25</td>
<td>276,75</td>
</tr>
<tr>
<td>Werknemer graad VIII, gekwalificeerd —</td>
<td>281,75</td>
<td>326,75</td>
</tr>
<tr>
<td>Werknemer graad IX, gekwalificeerd</td>
<td>325,75</td>
<td>344,75</td>
</tr>
</tbody>
</table>

ANNEXURE C—Flock/wadding/felt/underfelt/cotton/wool [c 1.3. (d)]

<table>
<thead>
<tr>
<th>Grades</th>
<th>With effect from the date of coming into operation of Agreement</th>
<th>With effect from first pay week in January 1993</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A Per week</td>
<td>B Per week</td>
</tr>
<tr>
<td>Grade I employee</td>
<td>211,12</td>
<td>228,12</td>
</tr>
<tr>
<td>Grade II employee, unqualified —</td>
<td></td>
<td></td>
</tr>
<tr>
<td>during first three months' experience</td>
<td>211,12</td>
<td>228,12</td>
</tr>
<tr>
<td>during second three months' experience</td>
<td>212,37</td>
<td>229,37</td>
</tr>
<tr>
<td>Grade II employee, qualified</td>
<td>213,61</td>
<td>230,61</td>
</tr>
<tr>
<td>Grade III employee</td>
<td>217,64</td>
<td>234,64</td>
</tr>
<tr>
<td>Grade IV employee, unqualified —</td>
<td></td>
<td></td>
</tr>
<tr>
<td>during first three months' experience</td>
<td>218,62</td>
<td>235,62</td>
</tr>
<tr>
<td>during second three months' experience</td>
<td>221,90</td>
<td>238,90</td>
</tr>
<tr>
<td>Grade IV employee, qualified</td>
<td>225,46</td>
<td>242,46</td>
</tr>
<tr>
<td>Grade V employee, unqualified —</td>
<td></td>
<td></td>
</tr>
<tr>
<td>during first three months' experience</td>
<td>222,11</td>
<td>239,11</td>
</tr>
<tr>
<td>during second three months' experience</td>
<td>226,36</td>
<td>243,36</td>
</tr>
<tr>
<td>Grade V employee, qualified</td>
<td>228,62</td>
<td>245,62</td>
</tr>
<tr>
<td>Grade VI employee, unqualified —</td>
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<td></td>
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<tr>
<td>during first three months' experience</td>
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<td>Grade VIII employee, qualified</td>
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<td>301,75</td>
</tr>
<tr>
<td>Grade IX employee, qualified</td>
<td>321,75</td>
<td>340,75</td>
</tr>
</tbody>
</table>
SCHEDULE

1. Regulation 1
SABS 086-1974: The Installation and Maintenance of Electrical Equipment Used in Explosive Atmospheres;
SABS 089-1965: The Petroleum Industry; and
SABS 0108-1974: The Classification of Hazardous Locations and the Selection of Electrical Apparatus for Use in such Locations.

2. Regulation 4 (1)

No. R. 3074 6 November 1992
LABOUR RELATIONS ACT, 1956
FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE: RENEWAL OF MAIN AGREEMENT

D. VAN DER WALT,
Director: Labour Relations.

No. R. 3084 6 November 1992
LABOUR RELATIONS ACT, 1956
LIQUOR AND CATERING TRADE, PIETERMARITZBURG: AMENDMENT OF MAIN AGREEMENT
I, Glen Morris Edwin Carelse, Deputy 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 1993, upon the employers’ organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

BYLAE

1. Regulasi 1
Suid-Afrikaanse Buro vir Standaarde, gebruikskodes SABS 051-1973: Die Voor- koming van Ontploffings- en Elektriese Gevare in Hospitaal;
SABS 086-1974: Die Installearing en Instandhouding van Elektriese Uitrusting Gebruik in Plofbare Atmosfere;
SABS 089-1965: Die Petroleumnywerheid; en

2. Regulasi 4 (1)
Suid-Afrikaanse Buro vir Standaarde, gebruikskode SABS 0142-1987: Die Gebruikskode vir die Bedraading van Persele.

No. R. 3074 6 November 1992
WET OP ARBEIDSVERHOUDINGE, 1956
MEUBELNYWERHEID, WES-KAAPLAND: HERNU- WING VAN HOOFOOREENKOMS

D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 3084 6 November 1992
WET OP ARBEIDSVERHOUDINGE, 1956
DRANK- EN SPYSENIERINGSBEDRYF, PIETERMAR- ITZBURG: WYSIGING VAN HOOFOOREENKOMS
Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—
(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir die werkgewersorganisasië en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasië of vereniging is; en
(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1993, 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.

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1993 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.

G. M. E. CARELSE,
Deputy Minister of Manpower.

LABOUR RELATIONS ACT, 1956

LIQUOR CATERING TRADE, PIETERMARITZBURG: AMENDMENT OF MAIN AGREEMENT

SCHEDULE

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, PIETERMARITZBURG AGREEMENT

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

Fedhasa Employers' Association

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

The Natal Liquor and Catering Trades Employees' Union

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

being the parties to the Industrial Council for the Liquor and Catering Trade, Pietermaritzburg


1. SCOPE OF APPLICATION OF AGREEMENT

(1) the terms of this Agreement shall be observed in the Liquor and Catering Trade—

(a) by all employers who are members of the employers' organisation and are engaged in the Trade and by all employees who are members of the trade union and are employed in the Trade;
(b) in the Magisterial District of Pietermaritzburg.

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

2. CLAUSE 4: WAGES

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

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

WET OP ARBEIDSPERHOUDINGE, 1956

DRANK- EN SPYSENIERINGSBEDRYF, PIETERMARITZBURG: WYSIGING VAN HOOFOORENKKOMS

BYLAE

NYWERHEIDSRAAD VIR DIE DRANK- EN SPYSENIERINGSBEDRYF, PIETERMARITZBURG

OORENKKOMS

coreenkomstig die Wet op Arbeidsverhoudinge, 1956, geskied deur en aangegaan tussen

Fedhasa Employers' Association

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

The Natal Liquor and Catering Trades Employees' Union

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

wat die partye is by die Nywerheidsraad vir die Drank- en Spysenieringsbedryf, Pietermaritzburg,


1. TOEPASSINGSBESTEK VAN OORENKKOMS

(1) Hierdie Ooreenkoms moet in die Drank- en Spysenieringsbedryf nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Bedryf betrokke is en deur alle werknemers wat lede van die vakvereniging is en in die Bedryf werkzaam is;
(b) in die landdrosdistrik Pietermaritzburg.

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

2. KLOUSULE 4: LONE

(1) In klousule (1) (a), vervang die bestaande loontabel deur die volgende:
<table>
<thead>
<tr>
<th>Category</th>
<th>From the date of coming into operation of this agreement</th>
<th><strong>Per maand</strong></th>
<th>Kategorie</th>
<th>Vanaf die datum van inwerkingtreding van hierdie ooreenkoms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barman</td>
<td>R</td>
<td><strong>R</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified</td>
<td>1 000,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unqualified</td>
<td>741,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First year</td>
<td>787,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second year</td>
<td>787,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bookkeeper</td>
<td>1 036,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clerk</td>
<td>803,00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified</td>
<td>652,00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unqualified</td>
<td>668,00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First year</td>
<td>881,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second year</td>
<td>770,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cook: Head</td>
<td>647,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified</td>
<td>703,00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unqualified</td>
<td>671,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General service employee</td>
<td>737,00**</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grillier</td>
<td>711,00**</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handyman</td>
<td>735,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotel trainee</td>
<td>723,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housekeeper</td>
<td>723,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kitchen supervisor</td>
<td>1 351,00**</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laundryman</td>
<td>1 286,00**</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manager:</td>
<td>978,00**</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotel</td>
<td>958,00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotel sales/bottle-store</td>
<td>691,00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Night watchman</td>
<td>671,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-sales or bottle-store attendant:</td>
<td>885,00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified</td>
<td>703,00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unqualified</td>
<td>734,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pagefeil attendant</td>
<td>761,00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Porter</td>
<td>732,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Receptionist</td>
<td>784,00**</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified</td>
<td>671,00**</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unqualified</td>
<td>690,00**</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storeman</td>
<td>697,00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Switchboard operator</td>
<td>721,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valet</td>
<td>978,00**</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waiter/wine steward:</td>
<td>872,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified</td>
<td>822,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Learner:</td>
<td>690,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First year</td>
<td>718,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second year</td>
<td>718,00*</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Denotes "plus free meals while on duty".
** Denotes "plus free board and lodging".

* Dui aan "plus vrye eet terwyl op diens".
** Dui aan "plus vry kos en inwoning".
Casual employees:

<table>
<thead>
<tr>
<th></th>
<th>Four hours or less</th>
<th>Thensafter, per hour or part thereof</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barrman/barmaid</td>
<td>15,00*</td>
<td>3,00*</td>
</tr>
<tr>
<td>General service employee</td>
<td>8,00*</td>
<td>1,50*</td>
</tr>
<tr>
<td>Off-sales or bottle-store attendant</td>
<td>12,00</td>
<td>2,50*</td>
</tr>
<tr>
<td>Waiter/Waitress steward</td>
<td>12,00*</td>
<td>2,50*</td>
</tr>
</tbody>
</table>

* Denotes "plus free meals while on duty" but does not include a general service employee in an off-sales or bottle store."

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

"(b) Annual bonus: Every employee who has completed three months' service in the employ of the same employer in December of any year shall be paid a minimum bonus, payable by not later than 15 December, in accordance with the following table of monthly salary:

- 3 months to 1 year: 25 per cent.
- 13 months to 5 years: 30 per cent.
- 61 months and over: 35 per cent.

3. CLAUSE 7: HOUSE OF WORKS

Substitute the following for subclause (11):

"11) Night shift: All employees who are required to work between the hours of 23:00 and 05:00 on any day shall be paid a bonus of 20 per cent of his/her daily wage.".

Signed at Pietermaritzburg this 24th day of June 1992.

R. LOTE,
Chairman.

L. REDDY,
Vice-Chairman.

C. W. ALBOROUGH,
Secretary.

(6 November 1992)

DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. R. 3079 6 November 1992

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

ENFORCEMENT BY LOCAL AUTHORITY: HENNEMAN MUNICIPALITY

I, Elizabeth Hendrina Venter, Minister of National Health, hereby authorise under section 23 (1) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), the Henneman Municipality to enforce the relevant provisions of the said Act within its area of jurisdiction and through its duly authorised officers.

E. H. VENTER,
Minister of National Health.

DEPARTEMEN VAN NASIONALE GESONDHEID EN BEVOLKINGS-ONTWIKKELING

No. R. 3079 6 November 1992

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

TOEPASSING DEUR PLAASLIKE BESTUUR: MUNISIPALITEIT VAN HENNEMAN

Ek, Elizabeth Hendrina Venter, Minister van Nasionale Gesondheid, maglik hierby kragtens artikel 23 (1) van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), die Munisipaliteit van Henneman om binne sy regegebied en deur middel van sy behoorlik gemagtigde beamptes die toepaslike bepaalings van genoemde Wet uit te voer.

E. H. VENTER,
Minister van Nasionale Gesondheid.
Frame salaried staff threaten to strike

MORE than 400 Frame salaried staff -- who earn between R1 680 and R5 000 a month -- could strike this week if their demand for a 12.5% salary hike is not met.

All are SA Clothing and Textile Workers' Union (Sactwu) members. Frame, which began negotiations offering a 10% wage cut, is now offering the New Germany workers 8%.

A Sactwu spokesman said it was the first time in its experience that salaried employees were prepared to back up their demands with action. A Frame spokesman was not available for comment yesterday.
Survey: Pay increases may drop

THE country's worst recession has pushed average wage increases down to 12.6% for the past year and they may drop further, according to leading labour consultants Andrew Levy and Associates.

Their latest wage survey, released yesterday, says wages are unlikely to catch up with inflation, even if the Consumer Price Index dropped to 11.5% by the end of the year.

This is also the first year since 1986 that trade unions failed to win inflation-matching increases. Some unions have not been awarded any increases. "Wages increases will continue to decline next year, particularly in the first half of the year, and single figure increases will become more common."

The average increase by November was 12.6% while the the average inflation rate was 15.07%.

"The success of unions to keep increases almost equal to the CPI since 1986 has finally succumbed to the worst recession in the country's history."

Wage-related industrial action continued to decrease over the past year. Only 23% of strikes were attributed to wage disputes. Pay-related industrial action will probably drop in the private sector, but increase in the public sector next year. — Sapa
Strikers seek isolation

By Mekeed Kotile

Striking metalworkers yesterday threatened to call for the international isolation of Bosal Afrika, as the strike by 900 workers at the car parts manufacturer's plants in Uitenhage, Pretoria, Cape Town, Krugersdorp and Maritzburg entered its fifth day. The National Union of Metalworkers of SA (Numsa) said it was holding talks with the Congress of SA Trade Unions as well as unions abroad to isolate the company in an attempt to force it to review its "hostile" stand.

Numsa said that despite its efforts to resolve the wage dispute by compromising on most of its demands, management refused to budge. Numsa demanded a R2 across-the-board hourly increase, the election of full-time shop stewards and a moratorium on retrenchments or monthly severance pay.

Victim drives to clinic
Group Life Assurance

GROUP Life Assurance is the least expensive but most important employee benefit; it's therefore surprising that so little attention is given towards optimising the advantages of a group life scheme, says Gerard Ehmke, Deputy General Manager, Employee Benefits. Souther.

Unfortunately, many employees will regard the scheme as providing adequate cover for their dependants, and will not see the necessity for additional insurance. This complacency is quickly destroyed if the employee is retrenched or moves to a job that does not provide group life assurance. According to Ehmke, this can be obviated by providing continuation cover, at little extra cost, which ensures that employees can continue to enjoy life cover - without having to provide evidence of health - when they leave the scheme. There is an upper age limit, but the need for life insurance protection generally reduces as people grow older and their savings increase.

Ehmke also points out that it is important that adequate cover is given. A multiple of at least five times annual salary should be seen as the minimum cover under a scheme. A family man with several young children actually needs total cover of around 10 or 12 times his annual salary while his children are still at school. Ideally a combination of group life cover and payment of an ongoing group pension to dependants should be aimed for.

Inflation must be taken into account as well; should current rates continue, what seems to be an adequate lump sum today will be totally unrealistic in 5 or 10 years time.

Many employers also fail to appreciate the importance of a group life scheme for employees whose health is sub-standard. Such schemes can offer generous free cover limits, for which no evidence of health is required. This is obviously a boon for the employee who would otherwise have to pay extra premiums, or not have cover at all.
Draft ‘policy’ on office harassment

VARIOUS women’s and business groups have completed a draft document on sexual harassment in the workplace.

The Women’s Bureau, the Institute of Personnel Management (IPM), the Union Women’s Studies Group and the Institute of Directors (IOD), with the assistance of Truda Pretorius, head of the working group on Women as a High Level Human Resource, have formulated a draft policy for companies.

These guidelines will be distributed to members of IPM and IOD, who will be encouraged to implement the policy. According to Pretorius, concerned women and the press could help publicize the need for and availability of such policies.

The policy explains the length of term of an individual, what is acceptable and what is not. Managers will also be given guidelines on disciplinary procedures.

Although no policy can be expected to eliminate the problem, the working group is convinced that awareness of the problem and ways to deal with it will help to reduce the least.

One of the biggest problems is the difference in people’s definition of what constitutes harassment. Definitions vary from verbal harassment by sexist, crude or suggestive remarks, to casual touching, to extremes of coercion or blackmail where a man has the power to threaten a woman’s job or refuse her a raise if she doesn’t play along, to attempted or actual rape.

It is difficult to pinpoint the problem clearly. Sometimes the more “innocent” forms of harassment—making the woman feel uncomfortable, the too personal comment, or “friendly” touching—may mean the man is testing her reaction and could go further if not firmly repelled.

Harassment relates to intimidation, exploitation and power, not to real, genuine personal attraction and respect.

On the other hand, women must not become neurotic or see a harasser lurking behind every desk in every friendly inquiry or gesture. Most men at work are probably genuinely friendly and helpful, even if some hold traditional, paternalistic views on a woman’s place, role and ability.

Many companies know the problem exists, but aren’t aware of the full extent or the destructive effects of this invasive ‘weed’ which can sap the energy and productivity of individuals and of work groups.

The manager who wouldn’t dream of abusing his position by harassing a colleague, may find it difficult to believe that someone else would. So the issue is seldom mentioned.

A recent study showed that very few South African companies had clear policies on this form of office misconduct. Yet 76% of the women respondents in the study said they had been harassed either regularly or occasionally at work.

The woman who is harassed usually doesn’t know how to react. Should she complain, she may be accused of having led on the man concerned, or may simply not believe her. So many women suffer in silence, or may even feel guilty or lie about their jobs with a sense of defeat and humiliation. Most women feel “darned” if they do and damned if they don’t cooperate with the harasser. It may be difficult to refuse a powerful man’s wishes, but if they do play along it can mean professional suicide.

Besides personal distress, sexual harassment can cause stress at work and jeopardize a woman’s ability to perform her work properly. In some cases women subjected to regular harassment have to spend so much time defending themselves, they can’t meet the requirements of their jobs.

Copies of the draft policy are available from the Co-ordinator, Central Women’s Studies, Unisa, PO Box 399, Pretoria 0001 at R7 a copy plus R1 for postage. For more information contact Dr. Jenny Wilkinson of Unisa at 012-445-8283.
UWC to focus on gender issue

Education Reporter

THE University of the Western Cape has appointed a gender coordinator. Women's issues campaigner Miss Rhoda Kadadi will take up her post in January.

Miss Kadadi is well-known for her role in campaigning for change for women on the UWC campus since 1976.

Her duties will include reviewing the participation of women on decision-making structures, appointments, promotions, research and teaching.

Areas of focus will be violence and sexual harassment, child care facilities and employment conditions for women.
REGULATION IN TERMS OF THE CREDIT AGREEMENTS ACT, 1980 (ACT No. 75 OF 1980)

I, Derek Lyle Keys, Minister of Finance and of Trade and Industry, in terms of section 3 of the Credit Agreements Act, 1980 (Act No. 75 of 1980), hereby amend paragraph 4 of the Regulations published under Government Notice No. R. 401 of 27 February 1981, by the substitution for item (a) of subparagraph (2) of paragraph 4 of the following item:

"(a) (i) if payments in terms of the transaction are amounts allowed to be wholly or partly deducted from or set off against the taxable income of the credit receiver under Part I of Chapter II of the Income Tax Act, 1962 (Act No. 58 of 1962); or

(ii) if the credit receiver is exempt from income tax in terms of section 10 (1) (l) of the Income Tax Act, 1962; or"

DEPARTMENT OF JUSTICE

No. R. 3220 27 November 1992

CORRECTION NOTICE

DECLARATION OF PEACE OFFICERS IN TERMS OF SECTION 334 OF THE CRIMINAL PROCEDURE ACT, 1977 (ACT No. 51 OF 1977)

Government Notice No. R. 2599 published in Government Gazette 14280 of 18 September 1992, is hereby amended by the substitution of the expression "referred to in item (v) of column 4 opposite paragraph (c) of this Part" for the expression "conferred in terms of section 44 of the Act, mentioned in column 4 of paragraph (c) of this Part".

DEPARTMENT OF MANPOWER

No. R. 3219 27 November 1992

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY: AMENDMENT OF MOTOR INDUSTRY MEDICAL AID FUND AGREEMENT

I, Glen Morris Edwin Carelse, Deputy 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 30 November 1992 and for the period ending 30 June 1993 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.

G. M. E. CAREELSE,
Deputy Minister of Manpower.

VERKLARING VAN VREDESBEAMPTES KRAGTENS ARTIKEL 334 VAN DIE STRAFPROSESWET, 1977 (WET NO. 51 VAN 1977)

Goewermentskennisgewing No. R. 2599 gepublisere in Staatskoerant 14280 van 18 September 1992, word hierby gewysig deur die uitdrukking "bedoe in item (v) van kolom 4 teenoor paragraaf (c) van hierdie Deel" deur die uitdrukking "wat ingevolge artikel 44 van die Wet in kolom 4 van paragraaf (c) van hierdie Deel genoem, verleen word" te vervang.

DEPARTEMENT VAN MANNENKRAG

No. R. 3219 27 November 1992

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORNWERDING: WYSIGING VAN MIDELESE HULPFONDSOORENKSOMS VIR DIE MOTORNWERDING

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepaling 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 30 November 1992 en vir die tydperk wat op 30 June 1993 einde, bindend is vir die werkowersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werk- gewers en werknemers wat lede van genoemde organisasies of verenigings is.

G. M. E. CAREELSE,
Adjunkminister van Mannekrag.
SCHEDULE
THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY
MOTOR INDUSTRY MEDICAL AID FUND AGREEMENT
in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the
South African Motor Industry Employers' Association
and the
South African Vehicle Builders' and Repairers' Association
(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the
Motor Industry Employees' Union of South Africa,
the
Motor Industry Staff Association
and the
National Union of Metalworkers of South Africa
(hereinafter referred to as the "employees" or the "trade unions"), of the other part,
being the parties to the National Industrial Council for the Motor Industry,

1. SCOPE OF APPLICATION OF AGREEMENT
(1) The terms of this Agreement shall be observed in the Regions defined in the Agreement published under Government Notice No. R. 1598 of 30 July 1982 by all employers in the Motor Industry who are members of the employers' organisations and by all employees in the said Industry who are members of the Motor Industry Employees' Union of South Africa and the Motor Industry Staff Association and apprentice members of the Motor Industry Combined Workers' Union.
(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply in respect of apprentices and their employers but only in so far as such application is not inconsistent with the provisions of the Manpower Training Act, 1981, or any regulation made thereunder or any contract entered into in terms thereof.

2. CLAUSE 8: CONTRIBUTIONS
(1) In subclause (1) (a) (i), substitute the expression "R42,10" for the expression "R34,60".
(2) In subclause (1) (a) (ii), substitute the expression "R43,10" for the expression "R35,60".
(3) In subclause (1) (a) (iii), substitute the expression "R44,10" for the expression "R36,60".
(4) In subclause (1) (a) (iv), substitute the expression "R45,10" for the expression "R37,60".
(5) In subclause (1) (b), substitute the expression "R37,60" for the expression "R30,10".

BYLAE
DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTOR- NYWERHEID
MEDISEE HULPFONDS VIR DIE MOTORYWERHEID OOREENKOMS
ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die
South African Motor Industry Employers' Association
die
South African Vehicle Builders' and Repairers' Association
(hierna die "werkgewers" of die "werkgewersorgansiasies" genoem), aan die een kant, en die
Motor Industry Employee's Union of South Africa,
die
Motor Industry Staff Association
die
National Union of Metalworkers of South Africa
(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,
wat die partye is by die Nasionale Nywerheidsraad vir die Motorywerheid,

1. TOEPASSINGSBESTEK VAN OOREENKOMS
(1) Hierdie Ooreenkom moet in die Streek omskryf in die Ooreenkom gepubliseer by Goowermentskennisgewing No. R. 1598 van 30 Julie 1982, nagekom word deur alle werkgewers in die Motorywerheid wat lede is van die werkgewersorgansiasies en deur alle werknemers in genoemde Nywerheid wat lede is van die Motor Industry Employers' Union of South Africa en die Motor Industry Staff Association en vakverenigings van die Motor Industry Combined Workers' Union.
(2) Ondanks subklousule (1) is hierdie Ooreenkom op vakveelinge en op hul werkgewers van toepassing maar slegs vir soever sodanige toepassing nie onbestandaar is nie met die Wet op Mannekragspladings, 1981, of 'n regulering wat daaraan hou daaraan geneem is.

2. KLOUSULE 8: BYDRAES
(1) In subklausule (1) (a) (i), vervang die uitdrukking "R34,60" deur die uitdrukking "R42,10".
(2) In subklausule (1) (a) (ii), vervang die uitdrukking "R35,60" deur die uitdrukking "R43,10".
(3) In subklausule (1) (a) (iii), vervang die uitdrukking "R36,60" deur die uitdrukking "R44,10".
(4) In subklausule (1) (a) (iv), vervang die uitdrukking "R37,60" deur die uitdrukking "R45,10".
(5) In subklausule (1) (b), vervang die uitdrukking "R30,10" deur die uitdrukking "R37,60".
No. R. 3222  
27 November 1992

LABOUR RELATIONS ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA: RENEWAL OF AGREEMENT FOR THE FOOTWEAR SECTION


D. VAN DER WALT,  
Director: Labour Relations.

No. R. 3227  
27 November 1992

LABOUR RELATIONS ACT, 1956

NON-EUROPEAN PASSENGER TRANSPORTATION TRADE, DURBAN: RENEWAL OF AGREEMENT

I, Dennis van der Walt, 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. 1672 of 17 September 1976, R. 809 of 13 May 1977, R. 511 of 14 March 1980 and R. 1743 of 11 August 1989, to be effective from the date of publication of this notice and for the period ending 31 October 1993.

D. VAN DER WALT,  
Director: Labour Relations.

No. R. 3228  
27 November 1992

LABOUR RELATIONS ACT, 1956

TRANSNET INDUSTRIAL COUNCIL: EXTENSION OF MAIN AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the period fixed in Government Notice No. R. 2411 of 28 August 1992, by a further period ending 31 December 1993.

D. VAN DER WALT,  
Director: Labour Relations.
More than 1,000 employees of the African Explosives and Chemical Industries (AECl) at Modderfontein, near Edenvale, held a demonstration yesterday to demand better working conditions.

The employees, all members of the SA Chemical Workers Union (Sacwa), later handed a memorandum containing a list of demands to AECl production director Boet Costerwise.

The workers demanded a R250 across-the-board salary increase and called on management to stop forced retrenchments.

They also demanded that the working hours be reduced from 45 to 40 a week without a salary cut, payment for all public holidays, including March 21, and the implementation of a provident fund before January next year.

Workers' representative Sipho Ngozi said management had been informed that the demands must be met before Friday.

AECl confirmed the protest action.

They declined to comment on the wage demands which they said were under negotiation in the National Bargaining Forum.
News
in brief

A MAN claiming to be an Azanian People’s Liberation Army cadre telephoned the SAP radio control room in East London yesterday to claim responsibility for the machinegun and hand grenade attack on a Border golf club at the weekend.

Police spokesman Colonel Christo Louw said the man phoned at 8.21 am to say Apla, the armed wing of the Pan Africanist Congress, had launched the attack in which four people died and 17 were wounded.

Workers picket AECI

MEMBERS of the SA Chemical Workers Union employed by AECI held a lunch hour picket at the company’s premises in Modderfontein yesterday to press for demands in wage negotiations.

The union is demanding a R250- or 14 percent, whichever is the greater – across-the-board increase. Workers are also seeking assurances on job security as well as a reduction in working hours from 45 hours a week to 40 without loss of pay.

DP presses for elections

A CONSTITUTION making body should be elected as soon as possible and the present Parliament be allowed temporarily to discharge the legislative function, the leader of the Democratic Party, Dr Zach de Beer, said yesterday.

He said the DP further strongly supported the idea, recently revived, of a multiparty government of national unity to run South Africa for some years.
Tobacco workers end their strike

By Ike Motsapi

The four-month-old strike at R and R Tobacco Manufacturers by 860 members of the Food and Allied Workers Union is over.

Management and union officials reached agreement on Monday night to settle the dispute over wages since the strike started at the company premises in Heidelberg on July 22.

According to the settlement agreement the company undertook to re-employ all the dismissed workers subject to the completion of administration procedures.

All 860 workers, who were allegedly dismissed on August 31 when they began their legal strike, were expected to reapply for their jobs by yesterday.

Agreement was also reached that an across-the-board increase of R1.20 an hour be given to members of the union effective from the date of resumption of work.

The parties agreed that all allegations of misconduct by the employees since the lockout on July 22 this year will be investigated against them in terms of the disciplinary code of procedure.

Each employee will be entitled to the following funds to tide them over until they receive a normal income:

- Accumulated leave pay and;
- The balance of accrued pension up to a maximum amount of R1 800 - tax free - being the amount available should the employee elect to make use of the tax free payment upon the transfer of his actuarial reserve from the Pension Fund to the newly established Rembrandt Group Provident Group and;
- That a joint committee be appointed to investigate an acceptable bursary scheme for the children of employees.

Mr Ernest Buthelezi, Transvaal regional secretary of Fawu, said the union believed that the agreement was "a victory for the workers who have been out of their jobs for such a long time".
By FERIAL HAFFAJEE

COMMERCIAL sector workers from Lichtenburg to Lusaka are planning a joint set of non-wage demands to standardize working conditions at multinationals in the region.

Trade unions from Botswana, Lesotho, Mozambique, Namibia, South Africa, Swaziland, Zambia and Zimbabwe recently met in Johannesburg to map out a programme.

Southern African unions come together

They plan to target companies like Edgars, Clicks and Woolworths which have interests throughout the region.

Negotiators from the same companies will meet regularly to draw up the joint demands.

A resource centre will be set up where company reports and the various recognition agreements will be kept to “build up an understanding of pay and conditions in the sector and to develop a collective bargaining strategy”.

Unions will also develop a separate political strategy for multinationals and will train members on trade relations in the region.

The unions also resolved to establish greater links with the Southern African Development Community’s Labour Commission.

If the Commission ratifies a union campaign, all SADC countries have to legislate its provisions into law.

Although South Africa is not a member of the SADC, it is represented by the Congress of South African Trade Unions.

The conference was arranged by AFO-FIEI, a regional branch of the International Federation of Commercial, Clerical, Professional and Financial employees representing 11-million workers in 375 unions in 107 countries.
Strike still brewing

WORKERS of National Sorbium Breweries embarked on the fifth week of a legal wage strike at the company's Kimberley branch. The Food and Allied Workers' Union alleges that NSB reneged on an agreement for a 45% increase of R155 a month. Workers were to receive a R130 increase from April 1992, with an additional R25 payable in August.
A FIVE-month dispute in the motor industry on wage increases for about 150 000 workers at garages, petrol stations and panel beating establishments has not yet been resolved.

Numsa spokesman Les Kettleadas said wage increases offered by the SA Motor Industry Employers' Association (Samia) — on minimum rates and net actual earnings — ranged from 5.1% for petrol pump attendants to 9.4% for artisans.

He said this was unacceptable given labour rates charged by franchise retailers to customers, the 144% profit margin of oil companies on petrol sales and a 31% increase in the margins of the retailers.

Samia had also rejected Numsa's demand that measures be taken to avoid or limit retrenchments and that the long-term growth and viability of the industry be discussed, Kettleadas said.

Samia also wanted to increase working hours to 12 hours a day, with overtime paid after a 45-hour working week. Negotiations on this issue were also stalled, he said.

The fact that the parties could not reach agreement would lead to a deterioration in relationships in the industry, he said.

The future of the motor sector, Kettleadas said.
4. CLAUSE 19: EXPENSES OF THE COUNCIL

In subclause (1) delete the following:

"25 cents per week in the case of all employees who have worked in that week or R1,08", and insert "R1,50" before "per month".

Signed at Johannesburg this 28th day of July 1992.

C. PAIZES,
Chairman.

E. SIEW,
Vice-chairman.

S. B. VAN DYK,
Secretary.

No. R. 3313
11 December 1992

LABOUR RELATIONS ACT, 1956

OPTICAL INDUSTRY: RENEWAL OF AGREEMENT

I. Dennis van der Walt, 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 Notice No. R. 746 of 22 April 1988, to be effective from 1 January 1993 and for the period ending 31 December 1995.

D. VAN DER WALT,
Director: Labour Relations.

No. R. 3315
11 December 1992

LABOUR RELATIONS ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA: AMENDMENT OF PROVIDENT FUND AGREEMENT

I. Glen Morris Edwin Carelse, Deputy 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 1 November 1996, upon the employers’ organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepaleings van die Ooreenkoms (hierna die Wyssigingsoor- eenkoms 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 publica- sie van hierdie kennisgewing en vir die tydperk wat op 1 November 1996 eindig, bindend is vir die werkgeersorganisasies en die vakvereni- gings wat die Wyssigingsoorenkoms aangegaan het en vir die werkgeers en werknemers wat lede van genoemde organisasies of 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 clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 1 November 1996, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,
Deputy Minister of Manpower.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL FOR THE LEATHER INDUSTRY OF SOUTH AFRICA

PROVIDENT FUND AGREEMENT

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

(a) The Midland and Border Leather Industry Manufacturers' Association;

(b) Western Cape Leather Industries Association;

(c) The Transvaal Footwear, Tanning and Leather Trades Association;

(d) The South African Tanning Employers' Organisation;

(e) Footwear Manufacturers' Federation of South Africa;

and

(f) Association of South African Manufacturers of Luggage, Handbags and General Goods

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

(g) The National Union of Leather Workers;

and

(h) The Transvaal Leather and Allied Trades Industrial Union

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

being the parties to the National Industrial Council of the Leather Industry of South Africa


1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions, and who are engaged and employed therein respectively (other than persons engaged exclusively on repair work);

(b) in the Republic of South Africa, excluding the port and settlement of Walvis Bay: Provided that, on the operations set forth in paragraph (6) of the definition of "Industry" or "Leather Industry" in clause 3 of the Agreement published under Government Notice No. R. 640 of 2 April 1982, it shall be observed only in the Magisterial

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsoorloen- koms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 November 1996 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrekke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsoorloenkoms gespesifiseer.

G. M. E. CARELSE,
Adjunkminister van Mannedag.

BYLAE

NATIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

VOORSORGFUNDOORENKOMS

oorloenkomstig die Wet op Arbeidsverhoudings, 1956, gesluit deur en aangegaan tussen—

(a) The Midland and Border Leather Industry Manufacturers' Association;

(b) Western Cape Leather Industries Association;

(c) The Transvaal Footwear, Tanning and Leather Trades Association;

(d) The South African Tanning Employers' Organisation;

(e) Footwear Manufacturers' Federation of South Africa;

en

(f) Association of South African Manufacturers of Luggage, Handbags and General Goods

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

(g) The National Union of Leather Workers;

en

(h) The Transvaal Leather and Allied Trades Industrial Union

(hierdie die "werknemers" of die "vakverenigings" genoem), aan die ander kant, wat die partye is by die Nationale Nywerheidsraad van die Leerneywerheid van Suid Afrika

1. TOEPASSINGSBESTEK VAN OORENKOMS

(1) Hierdie Ooreenkom moet in die Leerneywerheid nage- kom word—

(a) deur alle werkgewers wat lede van die werkge- wersorganisasies is en deur alle werknemers wat lede van die vakverenigings is, en wat ondersteidlik by die Nywerheid betrokke en daarin werkzaam is (uitgesonderd persone wat uitsluitlik horstelwerk doen);

(b) in die Republiek van Suid-Afrika, uitgesonderd die have en nedersetting van Walvisbaai: Met dien verstande dat, in verband met die werkswaamhede uiteenge- sit in paragraaf (6) van die omskrywing van "Nywerheid" of "Leerneywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 640
Districts of Bellville, including that portion of the Magis- terial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville, The Cape, Goodwood and Durban, including that portion of the Magisterial District of Chatsworth which, prior to the publication of Government Notice No. 501 of 8 March 1985, fell within the Magisterial District of Durban, but excluding that portion of the Magisterial District of Durban which, prior to the publication of Government Notices Nos. 1939 and 2067 of 10 September 1982 and 1 October 1982 respectively, fell within the Magisterial District of Inanda, and Johannesburg; Provided further that, on the operations set forth in paragraph (7) (a) of the definition of "Industry" or "Leather Industry" as contained in the said Agreement, it shall be observed only in the Magisterial Districts of Bellville, including that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville, Goodwood and Durban, including that portion of the Magisterial District of Chatsworth which, prior to the publication of Government Notice No. 501 of 8 March 1985, fell within the Magisterial District of Durban, but excluding that portion of the Magisterial District of Durban which, prior to the publication of Government Notices Nos. 1939 and 2067 of 10 September 1982 and 1 October 1982 respectively, fell within the Magisterial District of Inanda, and on the operations set forth in paragraph (7) (b) of the said definition, it shall be observed only in the Magisterial District of Wynberg Provided further that, on the operations set forth in paragraph (8) of the definition of "Industry" or "Leather Industry", it shall be observed in the Magisterial Districts of Bellville, Germiston, Goodwood, Johannesburg, Midddelburg (Transvaal), Pretoria, Roodepoort and The Cape; Provided further that, on the operations set forth in paragraph (9) of the definition of "Industry" or "Leather Industry", it shall be observed in the Magisterial Districts of Bellville, Paarl, Oudtshoom, Wellington, George, Uitenhage, Port Elizabeth, King William’s Town and Pietermaritzburg.

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

2. CLAUSE 4: PROVIDENT FUND
Insert the following after paragraph (a)(b) of subclause (7):

"(a)ter. If a member leaves the Industry as a result of retraining, and his employer submits proof to this effect acceptable to the Management Committee, the provisions of subclauses (7) (a) and (b) (a) shall not apply, and he shall be entitled to the following retraining benefit:

(i) The total amount contributed by the member in terms of subclause (6) (b) (i), (b) (iii) and (if applicable) (1) up to the date of his leaving service; plus
(ii) the total amount contributed towards the member’s retirement benefit by the employer in terms of subclause 6 (b) (i), (b) (iii) and (if applicable) (1) up to the date of the member’s leaving service; plus
(iii) interest on the amounts referred to in subparagraphs (i) and (ii) hereof at a rate determined by the Management Committee and based on the report of the Actuary on the financial condition of the Fund as at the 31st of December prior to the member’s leaving service."

van 2 April 1982, dit nagekome moet word slegs in die landdrosdistrikse Bellville, met inbegrip van gedeelte van die landdrosdistrik Kuylenrivier wat voor die publicasie van Goeweermenskennisgewing No. 1683 van 7 Augustus 1987 binne die landdrosdistrik Bellville geval het, Die Kaap, Goodwood en Durban, met inbegrip van gedeelte van die landdrosdistrik Chatsworth wat voor die publicasie van Goeweermenskennisgewing No. 501 van 8 Maart 1985 binne die landdrosdistrik Durban geval het, maar uitgesonderd die gedeelte van die landdrosdistrik Durban wat voor die publikasie van Goeweermenskennisgewings Nos. 1939 en 2067 van onderskeidelik 10 September 1982 en 1 Oktober 1982 binne die landdrosdistrik Inanda geval het, en Johannesburg; voorts met dien verstande dat, in verband met die werkzaamhede uittereweg in paragraaf (7) (a) van die omskrywing van "Nwyerheid" of "Leenwyerheid", soos vervat in geneemde Ooreenkoms, dit nagekome moet word slegs in die landdrosdistrikse Bellville, met inbegrip van die gedeelte van die landdrosdistrik Kuylenrivier wat voor die publikasie van Goeweermenskennisgewing No. 1683 van 7 Augustus 1987 binne die landdrosdistrik Bellville geval het, Goodwood en Durban, met inbegrip van gedeelte van die landdrosdistrik Chatsworth wat voor die publikasie van Goeweermenskennisgewing No. 501 van 8 Maart 1985 binne die landdrosdistrik Durban geval het, maar uitgesonderd die gedeelte van die landdrosdistrik Durban wat voor die publikasie van Goeweermenskennisgewings Nos. 1939 en 2067 van onderskeidelik 10 September 1982 en 1 Oktober 1982 binne die landdrosdistrik Indanda geval het, en in verband met die werkzaamhede uittereweg in paragraaf (7)(b) van ganeomde omskrywing, dit nagekome moet word slegs in die landdrosdistrik Wynberg; Voorts met dien verstande dat, in verband met die werkzaamhede uittereweg in paragraaf (8) van die omskrywing van "Nwyerheid" of "Leenwyerheid", dit nagekome moet word in die landdrosdistrikse Bellville, die Kaap, Germiston, Goodwood, Johannesburg, Midddelburg (Transvaal), Pretoria en Roodepoort; Voorts met dien verstande dat, in verband met die werkzaamhede uittereweg in paragraaf (9) van die omskrywing van "Nwyerheid" of "Leenwyerheid", dit nagekome moet word in die landdrosdistrikse Bellville, Paarl, Oudtshoom, Wellington, George, Uitenhage, Port Elizabeth, King William’s Town en Pietermaritzburg.

(2) Ondanks subklusule (1), is hierdie Ooreenkoms egter van toepassing slegs op die werknemers vir wie lote in enige ooreenkoms van die Raad voorgeskryf word.

2. KLOUSULE 4: VOORSORGFONDS
Voeg na paragraaf (a)(b) van subklusule (7) die volgende in:

"(a)ter. Indien 'n lid die Nwyerheid as gevolg van personeelsnoodzaak verlaat en sy werkgewer bewys te dien effekte voortë wat vir die Bestuurskomitee aanvaarbaar is, geld die bepalings van subklusules (7) (a) en (9) (a) nie, en is hy geneig op die volgende personeelsnoodzaaksoorwegings:

(i) Die totale bedrag wat ingevolge subklusule (6) (b) (i), (b) (ii) en (iii) van toepassing (1) deur die lid bygedra is tot die datum waarop hy diens verlaat het; plus
(ii) die bedrag wat inheem word in subklusule (6) (b) (i), (b) (ii) en (iii) van toepassing (1) deur die werkgewer tot die datum waarop die lid die diensverlaatsvoorwaarde betwyk, het tot die datum waarop die lid diens verlaat het; plus
(iii) rente op die bedrae bedoel in subparagrafe (i) en (ii) hiervan teen 'n koers wat deur die Bestuurskomitee bepaal is en gebaseer is op die verslag van die Aktuarieoor die finansiële stand van die Fonds soos op die 31ste Desember voor die lid diens verlaat het."
LABOUR RELATIONS ACT, 1956

SWEETMAKING INDUSTRY, JOHANNESBURG: RENEWAL OF MAIN AGREEMENT


D. VAN DER WALT,
Director: Labour Relations.

DEPARTMENT OF TRADE AND INDUSTRY

AMENDMENT OF THE SUGAR INDUSTRY AGREEMENT, 1979

I, David de Villiers Graaff, Deputy Minister of Trade and Industry, acting on behalf and by direction of the Minister of Trade and Industry, hereby, in terms of section 4 (1) (c) of the Sugar Act, 1978 (Act No. 9 of 1978), publish the amendments set out in the Schedule, which have, under and in accordance with the provisions of section 4 (1) (b) of the said Act, been made by me to the Sugar Industry Agreement, 1979.

D. DE V. GRAAFF,
Deputy Minister of Trade and Industry.

SCHEDULE

Definition


BYLAE

Definies

<table>
<thead>
<tr>
<th>Category of employee</th>
<th>Wage per hour w.e.f. 93-01-11</th>
<th>Wage per hour w.e.f. 93-07-05</th>
</tr>
</thead>
<tbody>
<tr>
<td>(d) Trainee joiners serving under contracts of training registered in terms of clause 53 (2) and who have passed the following modules in a recognised competence based modular training scheme:</td>
<td>( R )</td>
<td>( R )</td>
</tr>
<tr>
<td>(i) Less than 33 per cent</td>
<td>4.10</td>
<td>4.31</td>
</tr>
<tr>
<td>(ii) 33 per cent or more but less than 66 per cent</td>
<td>5.95</td>
<td>6.15</td>
</tr>
<tr>
<td>(iii) 66 per cent or more</td>
<td>7.61</td>
<td>8.00</td>
</tr>
<tr>
<td>(e) Tradesman, Class 1 (joiners and wood machinists)</td>
<td>9.24</td>
<td>9.72</td>
</tr>
<tr>
<td>(f) Craftsmen joiners and wood machinists and employees in all other trades and occupations not elsewhere herein specified, excluding trainees</td>
<td>11.70</td>
<td>12.30</td>
</tr>
</tbody>
</table>

The rate laid down for first year apprentices:

| (i) First year | 4.21 | 4.55 |
| (ii) Second year | 5.04 | 5.41 |
| (iii) Third year | 6.69 | 7.13* |

The rate laid down for first year apprentices:

| (i) Eerste jaar | 4.21 | 4.55 |
| (ii) Tweede jaar | 5.04 | 5.41 |
| (iii) Dertiende jaar | 6.68 | 7.13* |

Signed at Pietermaritzburg, on behalf of the parties, this 15th day of October 1992.

B. HOFFMANN-JENSEN,
Chairman.

M. L. HOSKINS,
Member.

C. P. DAVIS,
Secretary.

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No. R. 3376 18 December 1992

LABOUR RELATIONS ACT, 1956

SUGAR MANUFACTURING AND REFINING INDUSTRY: AMENDMENT OF AGREEMENT

1. Leon Wessels, 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 hereof and which relates to the Undertaking, Industry, Trade of Occupation referred to in the heading to this notice, shall be binding, with effect from the date of publication of this notice and for the period ending 31 March 1993, upon the employers’

---

No. R. 3376 18 Desembe 1992

WET OP ARBEIDSVERHOUINDINGE, 1956

SUUKERVERVAARDIGINGS- EN RUFFINEER-
NYWERHEID: WYSIGING VAN OORENKOMS

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge 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 inang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir die werkgewers—
organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions.

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a) shall be binding, with effect from the date of publication of this notice and for the period ending 31 March 1993 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 of Occupation in the area specified in clause 1 of the Amending Agreement.

L. WESSELS,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE SUGAR MANUFACTURING AND REFINING INDUSTRY

AGREEMENT

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

The Sugar Manufacturing and Refining Employers' Association

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

The Amalgamated Engineering Union

The Natal Sugar Industry Employees' Union

The South African Electrical Workers' Association

S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

National Sugar and Refining and Allied Industries Employees' Union

Food and Allied Workers' Union

and

National Industrial and Commercial 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 Sugar Manufacturing and Refining Industry,


1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Sugar Manufacturing and Refining Industry—

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

(b) in the Magisterial District of Durban (excluding that portion which, prior to the publication of Government Notice No. 1401 of 16 August 1968, fell within the Magisterial District of Umzazi), and excluding the Lower Ilimo Health Committee Area, Hlabisa, Inanda, Lower Tugela, Lower Umlomo, Mntuzini, Pinetown and Umzinto, in the Magisterial District of Eshowe, as defined, prior to the redefinition of its local limits under Government Notice No. 1356 of 6 September 1963, in the Magisterial District of Piet Retief, and in the Magisterial District of New Hanover (excluding the Health Committee area of Dalton).

organisatie en die vakverenigings wat die Wysigingsoordeenskoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisatie of verenigings is.

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsoordeenskoms, uitgesonderd die vervat in klosule 1 (1) (a), met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1993 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 klosule 1 van die Wysigingsoordeenskoms gespesifiseer.

L. WESSELS,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE SUIKERVERVAARDIGINGS- EN -RAFFINEERENYWERHEID

OOREENKOMS

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

The Sugar Manufacturing and Refining Employers' Association

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

The Amalgamated Engineering Union

The Natal Sugar Industry Employees' Union

The South African Electrical Workers' Association

S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

National Sugar and Refining and Allied Industries Employees' Union

Food and Allied Workers' Union

en

National Industries and Commercial Workers' Union

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


1. TOEPASSINGSBESTEEK VAN OOREENKOMS

(1) Hierdie Ooreenkomst moet in die Suikervervaardigings- en -raffineerensgewing nagekomen word—

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

(b) in die landonderdrieikte Durban (uitgesonderd daar- die gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landonder- driekte Umzazi geval het en uitgesonderd die Lower Mvelo- gesondheidskomiteegebied, Hlabisa, Inanda, Lower Tugela, Lower Umlomo, Mntuzini, Pinetown en Umzinto, in die landonderdriekte Eshowe soos omskryf, voor die her- onskeuring van sy plaa-like grense deur Goewermentskennisgewing 1556 van 6 September 1963, en in die landonder- driekte te Piet Retief en New Hanover (uitgesonderd die Gesondheidskomiteegebied van Dalton).
(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) only apply in respect of employees for whom wages are prescribed in this Agreement;
(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;
(c) not apply to full-time students and scholars who have obtained employment within the Industry during vacation periods.

2. CLAUSE 6: REMUNERATION

In subclause (1) substitute the following groupings for groupings (A) to (D):

**(A) MILL EMPLOYEES—A, B AND C GRADES**

**(i) At the Glendale Mill:**

<table>
<thead>
<tr>
<th>Grade</th>
<th>Cents/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>401,24</td>
</tr>
<tr>
<td>A2</td>
<td>428,68</td>
</tr>
<tr>
<td>A3</td>
<td>463,75</td>
</tr>
<tr>
<td>B1</td>
<td>507,36</td>
</tr>
<tr>
<td>B2</td>
<td>558,89</td>
</tr>
<tr>
<td>B3</td>
<td>623,72</td>
</tr>
<tr>
<td>B4</td>
<td>704,96</td>
</tr>
<tr>
<td>B5</td>
<td>855,55</td>
</tr>
<tr>
<td>C1</td>
<td>954,14</td>
</tr>
</tbody>
</table>

Shift allowance—10%

All A and B Grade employees covered by clause 6 (A) (i) above, in respect of whom the employer is unable to offer accommodation on the employer's premises, shall be paid a living-out allowance as follows:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Amount/s/month</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1–A3</td>
<td>130,00</td>
</tr>
<tr>
<td>B1–B2</td>
<td>142,00</td>
</tr>
<tr>
<td>B3–B5</td>
<td>180,00</td>
</tr>
</tbody>
</table>

**(ii) At the Amatikulu Mill:**

<table>
<thead>
<tr>
<th>Grade</th>
<th>Live-in employees Cents/hour</th>
<th>Live-out employees Cents/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>414,19</td>
<td>461,18</td>
</tr>
<tr>
<td>A2</td>
<td>442,20</td>
<td>489,18</td>
</tr>
<tr>
<td>A3</td>
<td>478,11</td>
<td>525,08</td>
</tr>
<tr>
<td>B1</td>
<td>522,75</td>
<td>569,73</td>
</tr>
<tr>
<td>B2</td>
<td>575,31</td>
<td>622,30</td>
</tr>
<tr>
<td>B3</td>
<td>641,87</td>
<td>688,85</td>
</tr>
<tr>
<td>B4</td>
<td>725,06</td>
<td>772,03</td>
</tr>
<tr>
<td>B5</td>
<td>879,24</td>
<td>926,22</td>
</tr>
<tr>
<td>C1</td>
<td>970,46</td>
<td>1,108,33</td>
</tr>
</tbody>
</table>

Shift allowance—5%

**(iii) At the Darnall, Felixton and Mount Edgecombe Mills:**

<table>
<thead>
<tr>
<th>Grade</th>
<th>Live-in employees Cents/hour</th>
<th>Live-out employees Cents/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>417,37</td>
<td>475,80</td>
</tr>
<tr>
<td>A2</td>
<td>442,45</td>
<td>504,39</td>
</tr>
<tr>
<td>A3</td>
<td>475,32</td>
<td>542,55</td>
</tr>
<tr>
<td>B1</td>
<td>516,98</td>
<td>589,35</td>
</tr>
<tr>
<td>B2</td>
<td>567,98</td>
<td>647,49</td>
</tr>
<tr>
<td>B3</td>
<td>632,66</td>
<td>721,24</td>
</tr>
<tr>
<td>B4</td>
<td>714,82</td>
<td>814,89</td>
</tr>
<tr>
<td>B5</td>
<td>865,48</td>
<td>986,65</td>
</tr>
<tr>
<td>C1</td>
<td>970,46</td>
<td>1,106,33</td>
</tr>
</tbody>
</table>

Shift allowance—5%

(2) Ondanks subklausule (1) is hierdie ooreenkoms—

(a) van toepassing slegs op werknemers vir wie lone in hierdie Ooreenkoms voorgeskry word;
(b) van toepassing op vakleerlinge vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes daarkragts voorgeskry of kennisgewings daarkragts beestel nie;
(c) nie van toepassing op voltydse studente en skoliere wat gedurende vakansie tyd die Nywerheid werk gekry het nie.

2. KLOUSULE 6: BESOLDIGING

In subklausule (1) vervang die groeperings (A) tot (D) deur die volgende:

**(A) MEULWERKONIERS—GRADE A, B EN C**

**(i) By die Glendale-meul:**

<table>
<thead>
<tr>
<th>Grade</th>
<th>Sent/uur</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>401,34</td>
</tr>
<tr>
<td>A2</td>
<td>428,68</td>
</tr>
<tr>
<td>A3</td>
<td>463,75</td>
</tr>
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<td>B5</td>
<td>855,55</td>
</tr>
<tr>
<td>C1</td>
<td>954,14</td>
</tr>
</tbody>
</table>

Skotfoela—10%

Aan alle werknemers in Grade A en B wat deur klausule 6 (i) hierbo gedeel word, ten opsigte van wie die werkgewer nie in staat is om huisvestiging op die werkghaw se perseel aan te bied nie, moet 'n uitwoonteelae soos volg betaal word:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Bedrag/s/maand</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1–A3</td>
<td>120,00</td>
</tr>
<tr>
<td>B1–B2</td>
<td>142,00</td>
</tr>
<tr>
<td>B3–B5</td>
<td>193,00</td>
</tr>
</tbody>
</table>

**(ii) By die Amatikulu-meul:**

<table>
<thead>
<tr>
<th>Grade</th>
<th>Inwoneende werknemers Sent/uur</th>
<th>Uitwoneende werknemers Sent/uur</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
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</tr>
<tr>
<td>C1</td>
<td>970,46</td>
<td>1,108,33</td>
</tr>
</tbody>
</table>

Skotfoela—5%

**(iii) By die Darnall-, Felixton- en Mount Edgecombe-meulens:**

<table>
<thead>
<tr>
<th>Grade</th>
<th>Inwoneende werknemers Sent/uur</th>
<th>Uitwoneende werknemers Sent/uur</th>
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</thead>
<tbody>
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<td>442,45</td>
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<td>542,55</td>
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<tr>
<td>B1</td>
<td>516,98</td>
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<td>814,89</td>
</tr>
<tr>
<td>B5</td>
<td>865,48</td>
<td>986,65</td>
</tr>
<tr>
<td>C1</td>
<td>970,46</td>
<td>1,106,33</td>
</tr>
</tbody>
</table>

Skotfoela—5%
In addition to the above prescribed wages, employees will be eligible for the following service bonus to be paid in the year in which the employee completes the stated years of unbroken service:

<table>
<thead>
<tr>
<th>Years of unbroken service</th>
<th>Bonus per cent of annual basic earnings</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>1.5%</td>
</tr>
<tr>
<td>15</td>
<td>2.0%</td>
</tr>
<tr>
<td>20</td>
<td>2.5%</td>
</tr>
<tr>
<td>25</td>
<td>3.0%</td>
</tr>
<tr>
<td>30</td>
<td>3.5%</td>
</tr>
<tr>
<td>40</td>
<td>4.5%</td>
</tr>
</tbody>
</table>

Bykomstig tot die bogenoemde lone is werknemers op die volgende diensbonusse geregte, betaalbaar in die jaar waarin die werknemer die gestipuleerde aantal jare ononderbroke diens gelever het:

<table>
<thead>
<tr>
<th>Jare ononderbroke diens</th>
<th>Bonuspersentasie van jaarlike basiese verdienste</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>1.5%</td>
</tr>
<tr>
<td>15</td>
<td>2.0%</td>
</tr>
<tr>
<td>20</td>
<td>2.5%</td>
</tr>
<tr>
<td>25</td>
<td>3.0%</td>
</tr>
<tr>
<td>30</td>
<td>3.5%</td>
</tr>
<tr>
<td>40</td>
<td>4.5%</td>
</tr>
</tbody>
</table>

At the Maidstone Mill:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Live-in employees Cents/hour</th>
<th>Live-out employees Cents/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>412.88</td>
<td>470.82</td>
</tr>
<tr>
<td>A2</td>
<td>457.71</td>
<td>490.92</td>
</tr>
<tr>
<td>A3</td>
<td>470.52</td>
<td>535.70</td>
</tr>
<tr>
<td>B1</td>
<td>511.46</td>
<td>562.95</td>
</tr>
<tr>
<td>B2</td>
<td>561.88</td>
<td>640.84</td>
</tr>
<tr>
<td>B3</td>
<td>625.94</td>
<td>713.63</td>
</tr>
<tr>
<td>B4</td>
<td>707.11</td>
<td>806.19</td>
</tr>
<tr>
<td>B5</td>
<td>856.11</td>
<td>976.01</td>
</tr>
<tr>
<td>C1</td>
<td>959.95</td>
<td>1 094.40</td>
</tr>
</tbody>
</table>

Shift allowance — 10%

At the Pongola Mill:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Live-in employees Cents/hour</th>
<th>Live-out employees Cents/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>404.99</td>
<td>481.68</td>
</tr>
<tr>
<td>A2</td>
<td>432.60</td>
<td>493.16</td>
</tr>
<tr>
<td>A3</td>
<td>467.98</td>
<td>533.49</td>
</tr>
<tr>
<td>B1</td>
<td>511.98</td>
<td>583.66</td>
</tr>
<tr>
<td>B2</td>
<td>563.50</td>
<td>642.84</td>
</tr>
<tr>
<td>B3</td>
<td>629.39</td>
<td>717.61</td>
</tr>
<tr>
<td>B4</td>
<td>711.39</td>
<td>810.98</td>
</tr>
<tr>
<td>B5</td>
<td>863.55</td>
<td>984.22</td>
</tr>
</tbody>
</table>

Shift allowance — 10%

At the Gledhow Mill:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Live-in employees Cents/hour</th>
<th>Live-out employees Cents/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>411.01</td>
<td>468.54</td>
</tr>
<tr>
<td>A2</td>
<td>435.71</td>
<td>496.70</td>
</tr>
<tr>
<td>A3</td>
<td>466.67</td>
<td>534.28</td>
</tr>
<tr>
<td>B1</td>
<td>509.09</td>
<td>580.38</td>
</tr>
<tr>
<td>B2</td>
<td>559.32</td>
<td>637.62</td>
</tr>
<tr>
<td>B3</td>
<td>623.02</td>
<td>710.24</td>
</tr>
<tr>
<td>B4</td>
<td>703.92</td>
<td>802.46</td>
</tr>
<tr>
<td>B5</td>
<td>852.28</td>
<td>971.60</td>
</tr>
<tr>
<td>C1</td>
<td>954.84</td>
<td>1 088.51</td>
</tr>
</tbody>
</table>

Shift allowance — 10%

In addition to the wages in clause 6 (A) (vi), employees will be eligible for the following service bonus to be paid in the year in which the employee completes the stated years of unbroken service:

<table>
<thead>
<tr>
<th>Years of unbroken service</th>
<th>Bonus per cent of annual basic earnings</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
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<td>15</td>
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<td>30</td>
<td>3.5%</td>
</tr>
<tr>
<td>40</td>
<td>4.5%</td>
</tr>
</tbody>
</table>

Bykomstig tot die lone in klausule 6 (A) (vi) is werknemers op die volgende diensbonusse geregte, betaalbaar in die jaar waarin 'n werknemer die gestipuleerde aantal jare ononderbroke diens gelever het:

<table>
<thead>
<tr>
<th>Jare ononderbroke diens</th>
<th>Bonuspersentasie van jaarlike basiese verdienste</th>
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</thead>
<tbody>
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<tr>
<td>30</td>
<td>3.5%</td>
</tr>
<tr>
<td>40</td>
<td>4.5%</td>
</tr>
</tbody>
</table>

Skotfoelae — 10%
(vii) At the Umbolizi Mill:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Live-in employees</th>
<th>Live-out employees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cents/hour</td>
<td>Cents/hour</td>
</tr>
<tr>
<td>A1</td>
<td>441,03</td>
<td>459,40</td>
</tr>
<tr>
<td>A2</td>
<td>471,65</td>
<td>491,30</td>
</tr>
<tr>
<td>A3</td>
<td>504,53</td>
<td>525,55</td>
</tr>
<tr>
<td>B1</td>
<td>552,34</td>
<td>575,35</td>
</tr>
<tr>
<td>B2</td>
<td>607,62</td>
<td>632,94</td>
</tr>
<tr>
<td>B3</td>
<td>674,12</td>
<td>702,20</td>
</tr>
<tr>
<td>B4</td>
<td>756,29</td>
<td>787,80</td>
</tr>
<tr>
<td>B5</td>
<td>905,72</td>
<td>943,46</td>
</tr>
</tbody>
</table>

Shift allowance—5%

In addition to the wages in Clause 6 (A) (vii), employees will be eligible for the following service bonus to be paid in the year in which the employee completes the stated years of unbroken service:

<table>
<thead>
<tr>
<th>Years of unbroken service</th>
<th>Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>R200</td>
</tr>
<tr>
<td>15</td>
<td>R300</td>
</tr>
<tr>
<td>20</td>
<td>R400</td>
</tr>
<tr>
<td>25</td>
<td>R600</td>
</tr>
<tr>
<td>30</td>
<td>R750</td>
</tr>
<tr>
<td>40</td>
<td>R1 500</td>
</tr>
</tbody>
</table>

(viii) At Hulett Refineries Limited:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Cents/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>527,80</td>
</tr>
<tr>
<td>A2</td>
<td>559,37</td>
</tr>
<tr>
<td>A3</td>
<td>595,98</td>
</tr>
<tr>
<td>B1</td>
<td>638,76</td>
</tr>
<tr>
<td>B2</td>
<td>684,43</td>
</tr>
<tr>
<td>B3</td>
<td>742,77</td>
</tr>
<tr>
<td>B4</td>
<td>802,52</td>
</tr>
<tr>
<td>B5</td>
<td>978,74</td>
</tr>
</tbody>
</table>

Shift allowance—8%

Employees at Hulett Refineries Limited who have completed 5 years of unbroken service on 1 April every year shall be paid a bonus which shall be consolidated into the basic ages as follows:

- 5 to 9 years—R100,00 per annum.
- 10 to 14 years—R125,00 per annum.
- 15 to 19 years—R150,00 per annum.
- 20 years over and—R175,50 per annum.

B. C1 GRADE RATES

(i) At the Noodsberg, Pongola, Sezela and Umbolizi Mills:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Cents/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>959,87</td>
</tr>
</tbody>
</table>

Shift allowance—10%

(ii) At Hulett Refineries Limited:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Cents/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>1 148,98</td>
</tr>
</tbody>
</table>

Shift allowance—10%

C. C2 AND C3 GRADE RATES

(i) At all centres covered by the Agreement except Glendale and Hulett Refineries Limited:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Cents/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>C2</td>
<td>1 097,05</td>
</tr>
<tr>
<td>C3</td>
<td>1 253,77</td>
</tr>
</tbody>
</table>

Shift allowance—10%

Bykomstig tot die lone in klausule 6 (A) (viii) is werknermers op die volgende diensbonussie geregte, betaalbaar in die jaar waarin 'n werknermer die gestipuleerde aantal jare ononderbrok diens gelever het:

<table>
<thead>
<tr>
<th>Jare ononderbrok diens</th>
<th>Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>R200</td>
</tr>
<tr>
<td>15</td>
<td>R300</td>
</tr>
<tr>
<td>20</td>
<td>R400</td>
</tr>
<tr>
<td>25</td>
<td>R600</td>
</tr>
<tr>
<td>30</td>
<td>R750</td>
</tr>
<tr>
<td>40</td>
<td>R1 500</td>
</tr>
</tbody>
</table>

(vii) By die Umbolizi-meulens:

<table>
<thead>
<tr>
<th>Graad</th>
<th>Inwonende werknemers Sent/uur</th>
<th>Uitwonende werknemers Sent/uur</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>441,03</td>
<td>459,40</td>
</tr>
<tr>
<td>A2</td>
<td>471,65</td>
<td>491,30</td>
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<td>787,80</td>
</tr>
<tr>
<td>B5</td>
<td>905,72</td>
<td>943,46</td>
</tr>
</tbody>
</table>

Skotfoela—5%

Aan werknermers by Hulett-raffinadery Beperk wat 5 jaar ononderbrok diens voltooie het op 1 April elke jaar, moet 'n bonus soos volg betaal word, wat in die basiese lone gekonsolideer moet word:

- 5 tot 9 jaar—R100,00 per jaar.
- 10 tot 14 jaar—R125,00 per jaar.
- 15 tot 19 jaar—R150,00 per jaar.
- 20 jare of meer—R175,50 per jaar.

B. GRAAD C1-NONE

(i) By die Noodsberg-, Pongola-, Sezela- en Umbolizi-

<table>
<thead>
<tr>
<th>Graad</th>
<th>Sent/uur</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>959,87</td>
</tr>
</tbody>
</table>

Skotfoela—10%

(ii) By Hulett-raffinadery Beperk:

<table>
<thead>
<tr>
<th>Graad</th>
<th>Sent/uur</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>1 148,96</td>
</tr>
</tbody>
</table>

Skotfoela—10%

C. GRAAD C2-EN C3-NONE

(i) By alle sentra waarop hierdie Ooreenkomst van toepassing is, behalwe Glendale en Hulett-raffinadery Beperk:

<table>
<thead>
<tr>
<th>Graad</th>
<th>Sent/uur</th>
</tr>
</thead>
<tbody>
<tr>
<td>C2</td>
<td>1 097,05</td>
</tr>
<tr>
<td>C3</td>
<td>1 253,77</td>
</tr>
</tbody>
</table>

Skotfoela—10%
D. CENTRAL BOARD CANE TESTING EMPLOYEES

(i) At Felixton, Mount Edgecombe and Glendale Mills:
In accordance with clause 6 (A) (iii).

(ii) At the Amatikulu, Dannie, Entumeni and Umloli Mills:
In accordance with clause 6 (A) (i).

(iii) At the Maidstone Mill:
In accordance with clause 6 (A) (iv).

(iv) At the Gledhow Mill:
In accordance with clause 6 (A) (vi)."

3. CLAUSE 8: SHIFT ALLOWANCE
Substitute the following for the second paragraph:
"The amount of the allowance shall be as shown in Clause 6—Remuneration.".

4. CLAUSE 10: CALCULATION OF WAGES
Insert the following after subclause (a): "except in the case of A and B Grade employees at Hulett Refineries Limited—where the hourly rate is multiplied by 45."

5. CLAUSE 16: HOURS OF WORK
Insert the following after subclause (1) (a) (i) and (1) (b):
"except in respect of A and B Grade employees at Hulett Refineries Limited—where a 45 hour week operates."

6. CLAUSE 20: STAND-BY ALLOWANCE
Insert the following at the end of the clause:
"Should one or more recognised public holidays fall within a period of standby, the Standby Allowance shall be increased by a half day’s pay for each such public holiday."

7. CLAUSE 24: PUBLIC HOLIDAYS
In subclause (1) insert "1 May," after "Ascension Day" and insert "16 June," after "Republic Day."

8. CLAUSE 33: EXEMPTIONS
In subclause (2) substitute the following for the address:
"1204 Sangro House, 417 Smith Street, Durban, 4001."

9. CLAUSE 34: EXPENSES OF THE COUNCIL
Substitute the following for the existing clause 34:
"For the purpose of meeting the expenses of the Council, every employer shall deduct from the earnings of each employee for whom wages are prescribed in this Agreement a weekly levy which shall be calculated at 0.0265% of an employee’s monthly basic pay.

D. WERKNEMERS BY SENTRALE RAAD SE SUKERRIETTOETSENG

(i) By die Felixton-, Mount Edgecombe- en Glendale-meulene:
In ooreenstemming met klousule 6 (A) (iii).

(ii) By die Amatikulu-, Dannie-, Entumeni- en Umfolozi-meulene:
In ooreenstemming met klousule 6 (A) (i).

(iii) By die Maidstone-meul:
In ooreenstemming met klousule 6 (A) (iv).

(iv) By die Gledhow-meul:
In ooreenstemming met klousule 6 (A) (vi)."

3. KLOUSULE 8: SKOFTOELAE
Vervang die tweede paragraaf deur die volgende:
"Die bedrag van die toelae is soos aangedui in Klousule 6—Besoldiging."

4. KLOUSULE 10: BEREKENING VAN LONE
Voe dig volgende by na subklousule (a): "behawe te opsigte van werknemers in Graad A en B by die Hulett-raffinadery Bepark, waar die uurloon met 45 vermenigvuldig word."

5. KLOUSULE 16: WERKSURE
Voe dig volgende by na subklousule (1) (a) (i) en (1) (b):
"behawe te opsigte van werknemers in Graad A en B by die Hulett-raffinadery Bepark, waar 'n week van 45 uur van toepassing is."

6. KLOUSULE 20: GEREEDEHIDSTOELOE
Voe dig volgende by aan die einde van die klousule:
"Sou een of meer erkende openbare vakansiedae binne 'n tydperk van gereedheid val, moet die gereedheidstoeleae met 'n halwe dag se besoldiging vir elke sodoende openbare vakansiedag vermeerder word."

7. KLOUSULE 24: OPENBARE VAKANSIEDAE

8 KLOUSULE 33: VRYSTELLINGS
In subklousule (2), vervang die adres deur die volgende:
"Sangro House 1204, Smithstraat 417, Durban, 4001."

9. KLOUSULE 34: UITGAWES VAN DIE RAAD
Vervang die bestaande klousule 34 deur die volgende:
"Ter besvinding van die Raad se uitgawes moet elke werkgever van die verdienste van elke werknemer vir wie lone in hierdie Ooreenkom's voorgestel word, 'n weeklike heffing, bereken teen 0,0265% van sodanige werknemer se basiese "naandelikse besoldiging, aftrek."

(iii) By Hulett-raffinadery Beperk:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Cents/hour</th>
<th>Sent/uur</th>
</tr>
</thead>
<tbody>
<tr>
<td>C2</td>
<td>1 087,59</td>
<td></td>
</tr>
<tr>
<td>C3</td>
<td>1 242,98</td>
<td></td>
</tr>
</tbody>
</table>

Skootoelae—10%
Save a drop — and save a million

Water conservation is very important to the community and industry to ensure their survival. So save water!

Spaar 'n druppel — en vul die dam

Indien almal van ons besparingsbewus optree, besnoei ons nie slegs uitgawes nie maar wen ook ten opsigte van ons kosbare water- en elektrisiteitsvoorraad
Firm told to pay former employee record R308 000

A FORMER warehouse manager who was forced to resign because of union pressure has won a record award of R308 756 for unfair dismissal.

In making the award, the Industrial Court hammered Amalgamated Beverages Industries (ABI) for responding to union pressure without giving 50-year-old Attie Jonker, "an exemplary employee... who got on well with his superiors and those who he supervised" a chance to defend himself.

It warned that companies often faced requests to dismiss employees — and in future this could "include a fear of working with someone who has AIDS or the HIV-virus". But companies had to "maintain standards of fairness". Mr Jonker, of Pretoria, will also get a R34 000 debt paid off. Just before he began work at the company he bought a car that was repossessed after he lost his job.

Mr Jonker was employed by the company just over a year ago.

Two years previously, he worked for a Pretoria bakery that called in police who attacked strikers. There were allegations that Mr Jonker assisted them, but arbitration between the Food and Allied Workers Union and the bakery found this was untrue.

Mr Jonker's Vanderbijlpark lawyer, Mr Rian du Plessis, said that within three months of his employment at ABI, Fawu members demanded his dismissal. The court found pressure was put on Mr Jonker to resign by ABI. It found that Fawu and its members "are the guilty parties" but the company had only itself to blame for carrying the costs of the award.

The court took into account Mr Jonker's age and his ability to obtain a similar post and awarded him an amount calculated at what he could have earned at the R4 250 salary at ABI, minus his present lower income as a storeman, capitalised until retirement.

Mr du Plessis, who is also a university lecturer in labour law, said he believed the case created "a lot more rights for employees" and made it likely that more unfair dismissals would be brought before the court.
New institute for women will work for the rights of blacks

EAST LONDON. — The African National Congress Women's League has established the country's first national women's Institute.

The Malibongwe National Development Institute (Mandi), set up in Stutterheim, near East London, early this year, is housed in an old convent. Even though it was set up by the ANCWL, it aims at the "development of all women", said Border ANCWL president Sisile Dolashe.

"For a long time we have paid lip service to the idea that women must be developed and now it is coming true." 1992-02-07

The institute's main concern is the empowerment of rural disadvantaged black women and its siting in a small rural town is in line with this policy.

In April, the ANCWL bought an old convent in Stutterheim and it is converting it into a centre for 60 residents.

This month, a project co-ordinator joined the staff, which includes agricultural and sewing teams.

Courses planned throughout next year will deal with topics such as adult literacy training, financial management and environmental issues affecting women. — Ecnw.
7. Plumber (2);
8. Roofer (1);
9. Shopfitter (9); and
(d) prescribes, with effect from the date of publication of this notice, the Conditions of Apprenticeship as set out in Government Notice No. R. 168 of 1 February 1991, as amended by Government Notice No. R. 2400 of 4 October 1991, as conditions of apprenticeship in respect of the trades "Bricklayer and Plasterer" and "Roofer".

L. WESSELS,
Minister of Manpower.

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No. R. 3388 24 December 1992
MANPOWER TRAINING ACT, 1981
EXEMPTION IN TERMS OF SECTION 47 (1): EXTENSION OF PERIOD

I, Leon Wessels, Minister of Manpower, hereby, in terms of section 47 (2) of the Manpower Training Act, 1981, extend the period fixed in Government Notice No. R. 9 of 3 January 1992 in respect of the Motor Industry by a further period ending 30 April 1993.

L. WESSELS,
Minister of Manpower.

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No. R. 3389 24 December 1992
LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE: AMENDMENT OF PROVIDENT FUND AGREEMENT

I, Leon Wessels, 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 30 June 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, 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.

L. WESSELS,
Minister of Manpower.

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No. R. 3388 24 December 1992
WET OP MANNEKROAGOPLEIDING, 1981
VRYSTELLING INGEVOLGE ARTIKEL 47 (1): VERLENGING VAN TYDPERK

Ek, Leon Wessels, Minister van Mannekrag, verleng hierby, kragtens artikel 47 (2) van die Wet op Mannekragopleiding, 1981, die tydperk soos vasgestel in Goewermantskennisgewing No. R. 9 van 3 Januarie 1992 ten opsigte van die Motormyndheid met 'n verdere tydperk wat op 30 April 1993 eindig.

L. WESSELS,
Minister van Mannekrag.

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No. R. 3389 24 December 1992
WET OP ARBEIDSVERHOUDINGE, 1956
MEUBELNYWERHED, WES-KAAPLAND: WYSIGING VAN VOORSORGFONDOOREENKOMS

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby—
(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsvirhuominge, 1956, dat die bepalings van die Ooreenkom (hierna die Wysigingsooreenkom genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneem, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasi en die vakvereniging wat die Wysigingsooreenkom aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasi of vereniging is; en
(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkom, uitgesonder die vervat in klusule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in para- graaf (a) van hierdie kennisgewing wat betrekke is by of in diens is in genoemde Onderneem, Nywer- heid, Bedryf of Beroep in die gebiede in klusule 1 van die Wysigingsooreenkom gespesifieer.

L. WESSELS,
Minister van Mannekrag.
SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE PROVIDENT FUND

AGREEMENT

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

Cape Furniture Manufacturers’ Association

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

National Union of Furniture and Allied Workers of South Africa

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

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Western Cape,


1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the Western Cape—

(a) by all employers who are members of the employers’ organisation and all employees who are members of the trade union, who are engaged or employed therein;

(b) in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Franschhoek, George, Heidelberg (C.P.), Hermanus, Hopefield, Kils River, Ladsmiss, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simon’s Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Varnhynedorp, Victoria West, Vredendal, Wellington, Willow, Worcester, Wynberg, Barks West, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley and Kuruman and in that portion of the Magisterial District of Postmasburg which, prior to the publication of Government Notice 1254 of 27 June 1975, fell within the Magisterial District of Kuruman, but excluding that portion of the Magisterial District of Kuruman which, prior to the publication of Government Notice No. 1314 of 28 August 1964, fell within the Magisterial Districts of Postmasburg, Philipstown and Prieska.

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

(a) apply only to employees for whom minimum wages are prescribed in the Main Agreement, and to the employers of such employees;

(b) not apply in respect of office employees (i.e. employees referred to in clause 15 of Part II of the Main Agreement), or learners (i.e. employees referred to in clauses 10 and 12 of Part II of the Main Agreement);
(c) not apply to any employer who carries on not more than one business within the scope of application of this Agreement who employs fewer than five employees at all times or in connection with such business: Provided that working employers shall be regarded as employees for the purpose of establishing the number of employees in such business: Provided further that an employer who is excluded by virtue of this paragraph and his employees may elect to participate in the Provident Fund on a voluntary basis.

(3) Notwithstanding the provisions of subclause (1) and (2) of this clause, membership of the Fund referred to in clause 4 shall not be compulsory in respect of any employee who at the date of coming into operation of this Agreement is a participant in and a member of any other fund providing pension or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or in respect of the employer of that employee, during such period only as such other fund continues to operate and both employer and employee participate therein, if in the opinion of the Council the benefits of such other fund are on the whole not less favourable than the benefits provided by the Council's Fund.

2. CLAUSE 5: ADMINISTRATION

Substitute the following for subclause (h):

"(h) Moneys not required to meet current payments and expenses shall be invested in—

(a) stock of the Government of the Republic of South Africa or Local Government stock;
(b) National Saving Certificates;
(c) Post Office savings accounts or certificates;
(d) savings accounts, permanent shares or fixed deposits in building societies or banks;
or in any other manner approved by the Registrar.".

V. SEBBA, Chairman.
P. DAMPIES, Vice-Chairman.
I. KENNEY, Secretary.

Date: 13 November 1992.

No. R. 3390 24 December 1992

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, SOUTHWESTERN DISTRICTS: AMENDMENT OF MAIN AGREEMENT

I, Leon Wessels, 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 Under-taking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with

(c) nie van toepassing nie op 'n werkgewer wat hoogstens een besigheid binne die toepassingsbestek van hierdie Ooreenkoms bedryf en wat te alle eie minder as vyf werknemers in of in verband met sodanige besigheid in diens het: Met dien verstande dat werkende werkgewers as werknemers beskou moet word vir die doel om die getal werknemers in sodanige besigheid vas te stel: Voorts met dien verstande dat 'n werkgewer wat uitgesluit is ingevolge hierdie paragraaf en sy werknemers die keuse kan uitvoeren om op 'n vrijwillige grondslag deelname te hê in die Voorsorgfonds.

(3) Ondanks subklousules (1) en (2) van hierdie klousule, is lidmaatskap van die Fonds seos besoek in klousule 4 nie verpligend nie vir 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelnemer in of lid van 'n ander fonds is wat vir pensioen- of voorsorgvoordele voorsoening maak, wat op genoemde datum bestaan en waarin die werkgewer van daardie werknemer op genoemde datum 'n deelnemer is, of vir die werkgewer van daardie werknemer gedurende die tydperk wat sodanige ander fonds in werking is en beide werkgewer en werknemer daarin deelneem, as die voordele van sodanige ander fonds na die mening van die Raad oor die algemene nie minder gunstig is nie as die voordele wat deur die Raad se Fonds verskaf word.

2. KLOUSULE 5: ADMINISTRASIE

Vervang subklousule (h) deur die volgende:

"(h) Gelde wat nie vir die bestreding van lopende betalings en uitgawes nodig is nie, moet beëindig word in—

(a) effekte van die Regering van die Republiek van Suid-Afrika of in effekte van plaaslike bestuur;
(b) Nasionale Spaarcertifikate;
(c) Possaarbankrekenings of -sertifikate;
(d) spaarrekenings, permanente aandele of vaste depo's in bouverenigings of banke;
or of enige ander manier deur die Registrateur goedgekeur.".

V. SEBBA, Voorsitter.
P. DAMPIES, Ondervoorsitter.
I. KENNEY, Sekretaris.


No. R. 3390 24 Desemver 1992

WET OP ARBEIDSVERHOUINGE, 1956

MEUBELENWYWERHEID, SKIDWESTELIKDISTRIKTE: WYSIGING VAN HOOFOOREENKOMS

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierty—

(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 Baroe in dié opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die
SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE SOUTH-WESTERN DISTRICTS

AGREEMENT

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

South-Western Furniture Manufacturers’ Association (hereinafter referred to as the “employers” or the “employers’ organisation”), on the one hand, and the

National Union of Furniture and Allied Workers of South Africa (hereinafter referred to as the “employees” or the “trade union”), on the other hand,

being the parties to the Industrial Council for the Furniture Manufacturing industry of the South-Western Districts,


PART I

PROVISIONS APPLICABLE TO THE INDUSTRY THROUGHOUT THE AREAS COVERED BY THE AGREEMENT UNLESS THE CONTRARY IS STATED

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the South-Western Districts—

(a) by all employers who are members of the employers’ organisation and by all employees who are members of the trade union, who are engaged and employed in the industry, respectively;

(b) in the Magisterial Districts of George, Knysna, Mossel Bay and Oudtshoorn (hereinafter referred to as the South-Western Districts).

datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1993 eindig, bindend is vir die werkgewerse organisasie en die vakvereniging wat die Wysigingsoorenkoms aangegaan het en vir die werkgewers en werkners wat lede van die genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsoorenkoms, uitgesonder dié vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1993 eindig, bindend is vir alle ander werkgewers en werkners 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 Wysigingsoorenkoms gespesifiseer.

L. WESSELS,
Minister of Manpower.

L. WESSELS,
Minister van Mannekrag.

BYLAE

NYWERHEIDSAARDE VIR DIE MEUBELNYWERHEID, SUID-WESTELIKE DISTRIKTE

-OOREENKOMS

oorenkomsstig die Wet op Arbeidshouwings, 1956, gesluit deur en aangegaan tussen die

South-Western Furniture Manufacturers’ Association (hierna die “werkgewers” of die “werkgewersorganisasie” genoem), aan die een kant, en die

National Union of Furniture and Allied Workers of South Africa (hierna die “werkners” of die “vakvereniging” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Suidwestelike Distrikte,

DEEL I

BEPALINGS WAT OOR DIE HELE GEBIED WAT DEUR DIE OOREENKOMS GEDEK WORD, OP DIE NYWERHEID VAN TOEPASSING IS, TENSY DIE TEENOORGESTELDE VERMELOD WORD

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid, Suidwestelike Distrikte, nagskom word—

(a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werkners wat lede is van die vakvereniging, en wat onderskeidelik by die Nywerheid betrokke is en daarin werkzaam is;

(b) in die landdorstedistrikte George, Knysna, Mosselbaai en Oudtshoorn (hierna die Suidwestelike Distrikte genoem).
(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply—

(a) only to employees for whom minimum wages are prescribed in this Agreement and to the employers of such employees;

(b) to apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any condition fixed thereunder.

2. CLAUSE 3: DEFINITIONS

(1) Insert the following new definition after the definition of "ornament and novelty maker":

"‘partner’ means a person who is reflected as such in a partnership agreement of a partnership which is registered or is required to be registered as an employer in terms of clause 17 and—

(a) who has powers to operate on the banking account of the employer; and

(b) whose name appears as a partner in a partnership agreement lodged with the Council, which agreement shall conform to the requirements of section 71 (2) of the Labour Relations Act, No. 28 of 1956;".

(2) Substitute for the existing definition of "working proprietor" or "working partner" the following:

"‘working employer’ means a person, other than a partner of director in a partnership or company that is a member of the South Western Furniture Manufacturers’ Association, who himself performs any of the classes of work referred to in Part II of this Agreement and who—

(a) is registered as an employer in terms of clause 17, or is liable to such registration; or

(b) is a partner in a partnership that is registered as an employer in terms of clause 17, or is liable to such registration; or

(c) is a director of a company that is registered as an employer in terms of clause 17, or is liable to such registration;”.

3. CLAUSE 17: REGISTRATION OF EMPLOYERS AND EMPLOYEES

Substitute for the existing subclause (2) the following:

"(2) Where the employer is a partnership, information in accordance with subclause (1) regarding each of the partners, and the title under which the partnership operates, shall be furnished, in addition to a copy of the partnership agreement.”.

Signed at Port Elizabeth, on behalf of the parties, this 15th day of September 1992.

L. E. FECHTER,
Chairman.

S. LE ROUX,
Vice-Chairman.

M. LOYSON,
Secretary.

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

(a) slegs op werknemers vir wie minimum lone by hier-
die Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

(b) op valerifringe slegs vir sover dit nie onbestaanbaar is nie met die Wet op Mannekringsopleiding, 1981, of 'n kontrak wat daarkragtens aangegaan is of 'n voorwaarde wat daarkragtens vangestel is.

2. KLOUSULE 3: WOORDOMSKRYWING

(1) Voeg die volgende nuwe omskrywing in na die omskrywing van "ornament- en stierwaremaker":

"‘vennot’ ‘n persoon wat as sodanig aangedui word in 'n vennotskapsoreenkomst van 'n vennotskap wat inge-
volge klousule 17 as 'n werkgewer geregistrer is of gereg-
istrer moet wees en welke persoon—

(a) bevoegdheid het om op die bankrekening van die werkgewer te werk; en

(b) se naam voorkom as vennoot in 'n vennotskaps-
oreenkomst wat by die Raad ingediend is en wat aan die vereistes van artikel 71 (2) van die Wet op Arbeidsverhou-
dinge, No. 28 van 1956, voldoen;”.

(2) Vervang die bestaande omskrywing van "werkende eienaar" of "werkende vennoot" deur die volgende:

"werkende werkgewer‘ ‘n persoon, uitgesonderd ‘n vennoot of direkteur in ‘n vennotskap of maatskappy wat lid is van die South-Western Furniture Manufacturers’ Association, wat self enige van die klasse werk vermag in Deel II van hierdie Ooreenkomst bedoel en wat—

(a) ingevolge klousule 17 as 'n werkgewer geregistrer is of aldus geregistrer moet wees; of

(b) ‘n vennoot is in ‘n vennotskap wat ingevolge klous-
ule 17 as 'n werkgewer geregistrer is of aldus gereg-
istrer moet wees; of

(c) ‘n direkteur van ‘n maatskappy wat ingevolge klousule 17 as 'n werkgewer geregistrer is of aldus gereg-
istrer moet wees;”.

3. KLOUSULE 17: REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

Vervang die huidige subklousule 17 (2) met die volgende:

"(2) Waar die werkgewer ‘n vennotskap is, moet inlig-
ting ooreenkomstig subklousule (1) omtrent elkeen van die vennote, asook die naam waaronder die vennotskap sake doen, verstrek word terwyl met ‘n afskrif van die vennot-
skapsoreenkomst.”.

Namens die partye op hede die 15de dag van September 1992 te Port Elizabeth onderteken.

L. E. FECHTER,
Voorsitter.

S. LE ROUX,
Ondervoorsitter.

M. LOYSON,
Sekretaris.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Regions defined herein by all employers in the Motor Industry who are members of the employers’ organisations and by all employees in the said Industry who are members of the trade unions.

2. CLAUSE 6: CONTRIBUTIONS

In subclause (1) (b), substitute the expression “R1,00” for the expression “50 cents”.

Signed at Johannesburg, on behalf of the parties, this 27th day of November 1992.

T. NIEUWOUTD,
President of the Council.

C. S. ROBERTS,
Vice-President of the Council.

B. G. DU PREEZ,
General Secretary of the Council.

No. R. 3393 24 December 1992

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

NON-EUROPEAN PASSENGER TRANSPORTATION TRADE, DURBAN

I, Leon Wessels, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice No. R. 3227 of 27 November 1992 with effect from the second Monday after the date of publication of this notice.

L. WESSELS,
Minister of Manpower.

No. R. 3395 24 December 1992

LABOUR RELATIONS ACT, 1956

FURNITURE INDUSTRY, NATAL: AMENDMENT OF MAIN AGREEMENT

I, Leon Wessels, 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

wat die partye by die Nasionale Nywerheidsraad vir die Motorynwydheid,

1. TOEPASSINGSBESTEK VAN OORENKOMS

Hierdie Ooreenkoms moet in die Streek wat hierin onskryf word, nagekom word deur al werklieds in die motor

2. KLOUSULE 6: BYDRAES

In subklousule (1) (b), vervang die uitdrukking “50 sent” deur die uitdrukking “R1,00”.

Namens die partye op hede die 27ste dag van November 1992 te Johannesburg onderteken.

T. NIEUWOUTD,
President van die Raad.

C. S. ROBERTS,
Visiepresident van die Raad.

B. G. DU PREEZ,
Hoofsekretaris van die Raad.

No. R. 3393 24 Desember 1992

WET OP ARBEIDSVERHOUINGE, 1956

INTREKKING VAN GOEWERMENTSKENNISGEWING

VERVOERBEDRYF: NIE-BLANKE PASSASIERS, DURBAN

Ek, Leon Wessels, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeids

verhoudinge, 1956, Goewermentskennisgewing No. R. 3227 van 27 November 1992 in met ingang van die
tweede Maandag na die datum van publikasie van hierdie kennisgewing.

L. WESSELS,
Minister van Mannekrag.

No. R. 3395 24 Desember 1992

WET OP ARBEIDSVERHOUINGE, 1956

MEUBELNYWERHEID, NATAL: WYSIGING VAN HOOFOORENKOMS

Ek, Leon Wessels, 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 Wysigingsooroeenkoms genoem) wat in die Bylæe hiervan verskyn en betrek

ing het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskep by hierdie kennisgewing ver-
meld, met ingang van die tweede Maandag na die
datum van publikasie van hierdie kennisgewing en
from the second Monday after the date of publication of this notice and for the period ending 31 July 1993, upon the employers’ organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 1993, 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.

L. WESSELS,
Minister of Manpower.

SCHEDULE
INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, NATAL

AGREEMENT

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

Natal Furniture Manufacturers’ Association
(hereinafter referred to as the "employers’ or the "employers’ organisation"), of the one part, and the

National Union of Furniture and Allied Workers of South Africa
(hereinafter referred to as the "employees’" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Furniture Manufacturing Industry, Natal,


1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, Natal—

(a) by all employers who are members of the employers’ organisation and by all employees who are members of the trade union, who are engaged or employed therein respectively;

(b) in Area A, which consists of the Magisterial Districts of Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie;

(c) in Area B, which consists of the Magisterial Districts of Greytown, Lions River, Port Shepstone, Richmond, Lower Tugela and Umzinto and the municipal areas of Estcourt, Ladysmith and Newcastle, subject to the provisions contained in Government Notice No. R. 769 of 25 April 1986;

(d) in Area C, which consists of the remainder of the Province of Natal, subject to the provisions contained in Government Notice No. R. 769 of 25 April 1986.

vir die tydperk wat op 31 Julie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakvereni- ging wat die Wysigingsoornekomkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsoornekomkoms, uitgesonder dié vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1993 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in para-graf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderwening, Nywer- heid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsoornekomkoms gespesifiseer.

L. Wessels,
Minister van Mannekrag.

BYLAE
NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, NATAL
OOREENKOMS
ooreenkomstig die Wet op Arbeidverhoudinge, 1956, gesluit deur en aangegaan tussen die

Natal Furniture Manufacturers’ Association
(hierna die “werkgewers” of die “werkgewersorganisasie” genoem), aan die een kant, en die

National Union of Furniture and Allied Workers of South Africa
(hierna die “werknemers” of die “vakvereniging” genoem), aan die ander kant,


1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid, Natal, nagekomen word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik by die Nywerheid betrokke of daarin werkzaam is;

(b) in Gebied A, wat bestaan uit die landdorstadstreek Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown en Mount Currie;

(c) in Gebied B, wat bestaan uit die landdorstadstreek Greytown, Lionsriver, Port Shepstone, Richmond, Lower Tugela en Umzinto, en die munisipale gebiede van Estcourt, Ladismith en Newcastle, behoudens die bepalings vervat in Goewermentskennisgewing No. R. 769 van 25 April 1986;

(d) in Gebied C, wat bestaan uit die restante van die pro- vinsie Natal, behoudens die bepalings vervat in Goewermentskennisgewing No. R. 769 van 25 April 1986.
2. Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall—

(a) only apply in respect of employees for whom minimum wages are prescribed in this Agreement;

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contracts entered into or any conditions fixed thereunder;

(c) not apply to professional, technical, administrative, sales and office personnel, provided such employees are in receipt of regular remuneration in excess of the sum of the maximum rate prescribed in Schedule A to this Agreement, plus R35.00;

(d) not apply to managers, submanagers, foremen and supervisory personnel if such employees are in receipt of regular remuneration of not less than R12 000 per annum or, where the employer of such personnel does not provide or maintain a registered pension or registered provident fund and a registered medical aid fund, R14 400 per annum. These limits shall be increased from year to year by the same percentage as the increases granted to employees earning the highest rate as set out in Schedule A to this Agreement.

(3) Notwithstanding the provisions of subclauses (1) and (2), the provisions of this Agreement shall not apply to an employer who carries on not more than one business within the scope of application of this Agreement and who employs less than five employees at all times in or in connection with such business and who complies with the relative provisions of the Basic Conditions of Employment Act, 1959:

Provided that working employers shall be regarded as employees for establishing the number of employees in such business; Provided further that where such an employer elects voluntarily to contribute to any of the funds administered by the Council, he shall be deemed to have five employees in his employ.

(4) The provisions of subclause (3) shall not apply where an employer has more than 4 employees in his employ at the date of coming into operation of this Agreement, and subsequently reduces his number of employees to less than 5.

(5) Notwithstanding the provisions contained in subclause (3), no employer who has taken advantage of and enjoyed the exclusion contained therein shall continue to do so for a period exceeding 3 years, and upon expiry of the three-year period all the provisions of the Agreement shall apply to such employer and his employees.”.

1. CLAUSE 1: SCOPE OF APPLICATION OF AGREEMENT

Insert the expression “Camperdown”, immediately before the word “Chatsworth” in subclause (1) (b).

2. CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT

Amend period of operation to read “period ending 31 July 1993.”.

3. CLAUSE 37: DRIVERS OF MOTOR VEHICLES

Substitute the following for clause 37B (1):

“(1) No employer shall pay and no employee shall accept wages lower than those prescribed hereunder:

<table>
<thead>
<tr>
<th>Increase per week</th>
<th>New Minimum per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>R R</td>
<td></td>
</tr>
</tbody>
</table>

(a) Driver of a motor vehicle, other than steam-propelled, authorised to carry or haul a pay-load of—

(i) up to and including 4 530 kg ................. 22.51 247.61

(b) Ondanks subklusule (1), is hierdie Ooreenkoms—

(a) van toepassing slews op werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word;

(b) van toepassing op vaklike vir sover dit nie onbestaanbaar is met die Wet op Mannekleeropleiding, 1981, of kontrakte aangegaan of voorwaardes vasgestel ingevolge genoemde Wet nie;

(c) nie van toepassing op professionele, tegniese, administratiewe, verkops- en kantoorpersoneel nie, mits sodanige werknemers gereeld besoldiging ontvang wat meer is as die som van die maximum loontarif in Bylae A van hierdie Ooreenkoms voorgeskryf, plus R35.00;

(d) nie van toepassing op bestuurders, onderbestuurders, voorman en toegehoude personeel nie, as sodanige werknemers gereeld besoldiging van minstens R12 000 per jaar verdienen, of R14 400 per jaar waar die werkgewer van sodanige personeel nie ‘n geregistreerde pensioenfonds of ‘n geregistreerde voorsorgfonds en ‘n geregistreerde mediese hulpfonds voorsien of in stand hou nie. Hierdie parke moet van jaar tot jaar verhoog word met dieselfde persentasie as die verhogings wat toegelyk word aan werknemers wat die hoogste loontarif verdien doen in Bylae A van hierdie Ooreenkoms uiteengesit.

(3) Ondanks subklusules (1) en (2) is hierdie Ooreenkoms nie van toepassing nie op ‘n werkgewer wat hoogstens een besigheid bedryf binne die toepassingsbestek van hierdie Ooreenkoms en wat minder as vyf werknemers ten alle tye in diens in of in verband met sodanige besigheid en wat die toepaslike voorwaardes van die Wet op Basiese Diensvoorwaardes, 1983, nakom: Met dié verstande dat werkende werkgewers as werknemers geag word vir die doel om die aantal werknemers in sodanige besigheid vas te stel: Voorts met dié verstande dat daar sodanige werkgewer verkies om vrywillig by die raad en of in die Raad (1) (b).

2. KLOUSULE 1: TOEPASSINGSBESTEK

Voeg die uitdrukking “Camperdown”, onmiddellik voor die woord “Chatsworth” in in subklusule (1) (b).

2. KLOUSULE 2: GELDIGHEIDS DUUR VAN OOREENKOMS

Die geldigheidsduur moet gewysig word om die te hui “tydperk eindigend 31 Julie 1983.”.

3. KLOUSULE 37: DRYWERS VAN MOTORVOERTUIGE

Vervang subklusule 37B (1) deur die volgende:

“(1) Geen lone wat laer is as dié wat hieronder voor- geskryf word, mag deur ‘n werkgewer betaal en deur ‘n werknemer aangeneem word nie.”
<table>
<thead>
<tr>
<th>Increase per week</th>
<th>New Minimum per week</th>
<th>Verhoging Minimum per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>(ii) over 4 530 kg and up to and including 6 350 kg</td>
<td>22,72</td>
<td>249,87</td>
</tr>
<tr>
<td>(iii) over 6 350 kg</td>
<td>23,54</td>
<td>258,93</td>
</tr>
<tr>
<td>(b) Driver of steam-propelled vehicle</td>
<td>23,54</td>
<td>258,93</td>
</tr>
<tr>
<td>(c) A casual employee driving a motor vehicle, other than steam-propelled</td>
<td>Daily rate = prescribed weekly wage, plus 10%, divided by 5.</td>
<td></td>
</tr>
<tr>
<td>(d) Casual employee driving a steam-propelled vehicle</td>
<td>Daily rate = prescribed weekly wage, plus 10%, divided by 5.</td>
<td></td>
</tr>
<tr>
<td>(e) Drivers of forklift trucks, tractors, scooters or passengers cars</td>
<td>22,51</td>
<td>247,61</td>
</tr>
</tbody>
</table>

4. SCHEDULE A

Substitute the following for the existing Schedule A:

**SCHEDULE A: WAGES**

| (i) (i) Furniture making, i.e. any operation or process in the manufacture and/or assembling of furniture, either in whole or in part, performed by hand, with hand tools or mechanical appliances, but which excludes the operations referred to in subclause (ii) | 25,55 | 261,08 |
| (ii) Sundry furniture making operations: | 21,80 | 239,77 |
| (a) Bolting and tightening of nuts, fixing of handles by screws, bolts nuts and screw bolts | | |
| (b) Attaching fittings of rod sockets, striking plates, escutcheons, shelf studs, nut covers, female or dome glides and inserting screw bolts into stumps or legs, affixing of any kind of glue block, attaching mirrors by means of adhesive tape | | |
| (c) Making and/or pointing of wooden dowels and plugs by hand and/or machine | | |
| (d) Knocking in dowels and plugs by hand | | |
| (e) Sanding by hand, regardless of whether the article sandpapered is stationary or rotating | | |
| (f) Filling or laminating of solid timber by hand or mechanical process | | |
| (g) Knocking in of sockets for casters | | |
| (h) Filling of holes or cracks with wood filler or similar substance | | |
| (i) Assisting in clamping or cramping: Provided that not more than one assistant is used by an employee in receipt of not less than the wage prescribed in subclause (i) | 21,54 | 236,97 |
| (ii) Setting out, i.e. the preparation of a plan for the manufacture of furniture by means of a rod or other suitable material upon which are marked all or any of the dimensions of the article to be manufactured | 25,55 | 261,08 |
| (iii) Marking out, i.e. the marking or scribining of articles of furniture, either in whole or in part, to dimensions by means of ruler, measuring rod, straight edge, template, jig or any other device, for the purpose of machining, fitting or assembling | | |
| (IV) (i) Furniture machining, i.e. any operation or process performed by using any type or class of machine in the manufacture of furniture, either in whole or in part, but which excludes the operations referred to in subclause (ii) | | |
| (ii) Sundry furniture machining operations: | 22,75 | 250,29 |
| (a) Setting up and operating single drum sander, open disc sander, bobbin sander and wide belt sander | | |
| (b) Boring holes, mortising, hinges recessing for the purpose of cutting recesses for locks and hinges and operating a dowel inserting machine | | |
| (c) Operating air-filled sander and portable sander | | |
| (d) Making and jointing sandpaper rolls or discs and belts for machine sanders | | |
| (e) Repetitive marking by template or pattern | 21,54 | 235,97 |
| (V) (i) Furniture polishing, i.e. any operation or process by hand or mechanical appliance in the production of a polished and/or finished surface by means of shellac, paint, duco, lacquer, cellulose, varnish, enamel, stain, a paste which acts as an abrasive, and/or polisher, or both, or similar substances, and shall include the graining and matching of colours on all types of furniture, but which excludes the operations referred to in subclause (ii) | 25,55 | 261,08 |
(i) Sundry polishing operations:
(a) Burnishing by machine ................................................................. 22,75  250,29
(b) Waxing .........................................................................................
(c) The painting and/or filling of edges of laminated board and/or plywood, to prepare a
surface for polishing and/or lacquering and/or graining and/or matching of colours .......... 21,80  239,77
(d) The removal of doors and fittings prior to preparation for polishing ................................ 22,75  250,29
(e) Filling in with plaster of paris or any other filling material .............................................. 22,75  250,29
(f) Handsanding ..................................................................................
(g) Bleaching of furniture with acids or any other bleaching agent ................................. 21,80  239,77
(h) Stripping .........................................................................................
(i) Straining, filling, oiling and/or reviving by hand ......................................................... 21,80  239,77
(j) Spraying of metal ...........................................................................
(k) Straining of materials ....................................................................
(l) Cleaning spray guns ....................................................................... 21,54  238,97
(m) Touching up at point of loading and/or unloading, excluding the use of spray apparatus 21,54  238,97

(VI) Furniture upholstering, i.e., any operation or process in covering any type of furniture, either in
whole or in part, treated in upholstery of the materials used, and includes, inter alia, cutting of all covers
and loose covers, stitching and/or joining by hand or mechanical appliance, webbing which
includes the positioning of webbing and substitutes (other than wooden or metal laths and
crossbars), filling, cane weaving, buttoning, tacking, stapling, stuffing and padding, attaching
of units to frame, but which excludes the operations referred to in subclause (vi) .................. 25,55  281,08

(ii) Seamstresses engaged in slip stitching, sewing, and/or joining covers, tills, cushions,
cords, pelmets or bolsters by hand or machine ......................................................... 22,44  246,86

(iii) Learners employed in learning the class of work referred to in subclause (ii)—
(during the first six months of employment) ................................................................. 21,34  234,78
(during the second six months of employment) ............................................................... 21,55  237,09
(during the third six months of employment) ................................................................. 21,76  239,40
(during the fourth six months of employment) ............................................................... 22,02  242,25
(thereafter) ................................................................................................. 22,44  246,86

(iv) Sundry furniture upholstering operations:
(a) Positioning of wooden and metal laths and crossbars to frames ................................ 22,95  252,46
(b) Filling of cushions with spring interiors and/or spring units ..................................... 23,50  258,48
(c) Cutting foam rubber or similar material by band saw ............................................. 22,75  250,29
(d) Fixing of ready-made cane mats .............................................................................
(e) Tufting or buttoning by hand or machine, where this done in loose pieces in the pre-
assembly stage, including quilted buttoning, but shall exclude deep, diamond or pleaded
buttoning ................................................................................................................. 23,95  263,45
(f) Securing, sewing or stapling interlaced pads to spring units, whether by hand or
machine ................................................................................................................. 22,95  252,46
(g) Laying out of filling materials on a spring unit ......................................................... 22,95  252,46
(h) Spreading of adhesive on backs and cover material and joining of same ................... 22,44  246,66
(i) Loading, wheeling and operating a cloth spreading machine .................................
(j) Trimming coir or other materials by machine .........................................................
(k) Filling of cushions with substances of materials other than spring interiors and/or spring
units by machine ........................................................................................................ 21,80  239,77
(l) Friempe work ............................................................................................... 22,95  252,46
(m) Attaching helical springs and/or chains and/or zig-zag or no-sag springs to frames for
upholstery .................................................................................................................. 22,95  252,46
(n) The springing up of spring edges with zig-zag and/or no-sag type of spring to frames
for upholstery, including the attachment of any component part, but excluding the
attaching of any component part, but excluding the
(o) Cutting of platforms used for covering helical and/or no-sag springs .........................
(p) Breaking up and/or cutting up by hand of bulk rolls of upholstery materials of all kinds
from salvaged to selvaged ............................................................................................
(q) Cutting or undersealing sections by hand and/or machine ........................................
(r) Straight cutting of materials by hand or machine for bottoms or undersealing over
springs (linen and hessian) ......................................................................................... 21,54  238,97
(s) Trimming coir or other materials by hand .................................................................
(t) Unwinding filling materials in rope form .....................................................................
(u) Banding upholsterer’s beading ..............................................................................
(v) Making buttons and tuffs ......................................................................................
(w) Assisting upholsterer in holding cover material .....................................................
(x) Cutting to shape and joining of foam rubber or latex by hand ................................
(y) Tackling on bottoms of upholstered articles .........................................................

(2) (i) The tacking of hessian or lining onto seat platforms ............................................ 21,80  239,77
(2) (ii) The tacking or stapling of cardboard to bare frames ........................................... 21,80  239,77

For the purposes of this clause and clauses (Xi) and (Xiv), a spring unit means an
independent assembly of springs so interconnected, associated or constructed as to
provide a spring foundation and/or interior for use in an inner-spring mattress, cushion
seat or any other bedding and/or seating device.
<table>
<thead>
<tr>
<th>Operation Description</th>
<th>Increase</th>
<th>Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furniture carving and/or wood-carving, i.e. any operation or process, either in whole or in part, performed with hand tools or mechanical appliance creating a shape, pattern, medallion or replica of any object, the purpose of which is to adorn or embellish any type of furniture, but which excludes the undermentioned sundry operation</td>
<td>25.55</td>
<td>281.08</td>
</tr>
<tr>
<td>Furniture wood-turning, i.e. any operation or process performed by hand or mechanical appliance in the manufacture of a shaped article or component part, used in connection with all types of furniture</td>
<td>21.80</td>
<td>239.77</td>
</tr>
<tr>
<td>Furniture veneering, i.e. any operation or process performed by hand or mechanical appliance in the overlay of all types of furniture parts, either in whole or part, with veneer, but which excludes the operations mentioned in subclause (ii)</td>
<td>25.55</td>
<td>281.08</td>
</tr>
<tr>
<td>(ii) Sundy veneering operations:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Positioning of veneers by hand</td>
<td></td>
<td></td>
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<tr>
<td>(b) Tapeless joining by machine</td>
<td></td>
<td></td>
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<tr>
<td>(c) Operating presses of any kind</td>
<td></td>
<td></td>
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<tr>
<td>(d) Loading and unloading vacuum bags and presses of any kind</td>
<td></td>
<td></td>
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<tr>
<td>(e) Washing off gum and lupex</td>
<td></td>
<td></td>
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<tr>
<td>(f) Stacking parts after pressing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(g) Veneering of edges</td>
<td></td>
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<tr>
<td>(h) Veneering of edges by machine, which machine also trims and sands the edges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Laying of edges only by mechanical appliance</td>
<td></td>
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</tr>
<tr>
<td>(X) Learner journeyman employed in learning the classes of work referred to in clause (i) to (X), other than the sundy operations referred to therein:</td>
<td></td>
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<tr>
<td>during the first year of employment</td>
<td>22.75</td>
<td>250.29</td>
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<tr>
<td>during the second year of employment</td>
<td>22.75</td>
<td>250.29</td>
</tr>
<tr>
<td>during the third year of employment</td>
<td>22.75</td>
<td>250.29</td>
</tr>
<tr>
<td>Through the learner, the minimum prescribed wage</td>
<td>22.75</td>
<td>250.29</td>
</tr>
<tr>
<td>(g) Sizing making, i.e. the manufacturing by hand or mechanical appliance, either in whole or in part, of all types of mattress filled with hair, hairlock, wool, kapok, cotton, wadding, hair, fibre, wool, feathers, grass, chaff, straw, rubber or other similar materials, or any combination of spring interior, all types of wire springs, chain and spiral springs, flat spiral springs, mesh springs, helical springs, all types of springs and/or spring units, pillows, cushions, bolsters, overlays, quilts, the linking and/or hooking on of spring mattress wires, spiral springs and helical springs to frames, and shall include:</td>
<td></td>
<td></td>
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<tr>
<td>Weaving of spring mesh</td>
<td></td>
<td></td>
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<tr>
<td>Stuffing filling into mattress cases</td>
<td></td>
<td></td>
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<tr>
<td>Side stitching</td>
<td></td>
<td></td>
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<tr>
<td>Tufting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating a border quilting machine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating a top quilting machine</td>
<td></td>
<td></td>
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<tr>
<td>Preparing frames and rollers for the top quilting machine</td>
<td></td>
<td></td>
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<tr>
<td>Securing, sewing or stapling interlaced pads to spring units</td>
<td></td>
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<tr>
<td>Securing mattress tops, whether quilted or not, in position for building a prebuilt interior or spring mattress</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tape edging a spring interior mattress</td>
<td></td>
<td></td>
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<tr>
<td>Roll edging, but which excludes the operations referred to in subclause (ii)</td>
<td></td>
<td></td>
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<tr>
<td>Buttoning of headboards ancillary to mattress making</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(g) Sundy bedding operations:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) Cutting tops, borders and cases</td>
<td></td>
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<tr>
<td>(2) All work required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts</td>
<td></td>
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<tr>
<td>(3) Sewing mattress handles to border</td>
<td></td>
<td></td>
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<tr>
<td>(4) Joining border lengths</td>
<td></td>
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<tr>
<td>(5) Closing up the mouth of a mattress</td>
<td></td>
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<tr>
<td>(6) Closing pillows, cushions, bolsters</td>
<td></td>
<td></td>
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<tr>
<td>(7) Bolting by hand of bed mattress frames</td>
<td></td>
<td></td>
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<tr>
<td>(8) Preparing spools for a border quilting machine</td>
<td></td>
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<tr>
<td>(9) Cutting quilted borders to lengths</td>
<td></td>
<td></td>
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<tr>
<td>(10) Punching holes in mattress borders</td>
<td></td>
<td></td>
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<tr>
<td>(11) Fitting ventilators and handles to mattress borders</td>
<td></td>
<td></td>
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<tr>
<td>(12) Feeding the interfacing machine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(13) Cutting and mowing pads, irrespective of materials used</td>
<td></td>
<td></td>
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<tr>
<td>(14) Positioning of laths and crossbars, or fixing webbing to mattress or bed frames</td>
<td></td>
<td></td>
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<tr>
<td>(15) Staining mattress frames</td>
<td></td>
<td></td>
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<tr>
<td>(16) Affixing laths to mattress frames</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(17) Positioning and securing a mesh to a mesh frame</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(18) Hanging loops on needles in compression tufting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(19) Loading, wheebling and operation a clothesprading machine</td>
<td></td>
<td></td>
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<tr>
<td>(20) Operating a top quilting machine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(21) Attending a loommasking machine</td>
<td></td>
<td></td>
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<tr>
<td>(22) Attaching loops to buttons or tuffs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(23) Fitting bed irons, domes, casiers and sockets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(24) Staining and/or varnishing frames by hand</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(25) Assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(26) Fixing bed irons</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(27) Attaching spring units to bed frames</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 14489</td>
<td>GOVERNMENT GAZETTE, 24 DECEMBER 1992</td>
<td></td>
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</tr>
</tbody>
</table>

| (26) Filling pillows, cushions and bolsters, with materials other than spring interiors and/or spring units | Increase | Minimum |
| (29) Mass-measuring pillows, bolsters, cushions and quilts | 21.54 | 236.97 |
| (30) Stripping bedding | 21.65 | 238.17 |
| (31) Cutting chain, hoop iron or any other similar materials | 21.93 | 241.23 |
| (32) Teasing coil or any other materials by hand | 22.16 | 243.78 |
| (33) The tacking on of cardboard or calico backs to upholstered headboards | 22.39 | 246.28 |
| (34) Gluing plastic mesh to foam | 22.95 | 252.49 |

(iii) Learners employed in learning the class of work referred to in subclause (i) (bedding making) —
- during the first six months of employment | 21.54 | 236.97 |
- during the second six months of employment | 21.65 | 238.17 |
- during the third six months of employment | 21.93 | 241.23 |
- during the fourth six months of employment | 22.16 | 243.78 |
- thereafter | 22.39 | 246.28 |

(XII) (i) Curtain-making, i.e., any operation or process performed by hand or mechanical appliance in the manufacture of curtains, either in whole or in part, and irrespective of the materials used, including hanging, fitting and fixing, but which excludes the operation mentioned in subclause (ii) —
- during the first six months of employment | 25.55 | 281.08 |
- during the second six months of employment | 22.44 | 248.86 |
- during the third six months of employment | 21.54 | 236.97 |
- thereafter | 21.93 | 241.23 |

(ii) Sundry operations:

- (1) Seamstress engaged in splitstitching, sewing, and/or joining covers, ties, cushions, cords, pelmets, bolsters or curtains by hand or machine | 22.44 | 248.86 |
- (2) Cutting edge-to-edge, but excluding cutting for pattern matching | 21.54 | 236.97 |
- (3) Fraying and/or ironing curtailling | 21.93 | 241.23 |
- (4) Handling material | 22.16 | 243.78 |

(iii) Learners employed in learning the class of work referred to in subclause (ii) (seamstress) —
- during the first six months of employment | 21.34 | 234.78 |
- during the second six months of employment | 21.55 | 237.09 |
- during the third six months of employment | 21.76 | 239.40 |
- thereafter | 22.02 | 242.25 |
- during the fourth six months of employment | 22.44 | 246.86 |

(iv) Learners employed in learning the class of work referred to in subclause (i), other than the sundry operations referred to in subclause (ii) and learner seamstresses referred to in subclause (iii) —

(XIII) (A) Labouring, i.e., —

- (1) Assisting a machinist in handling materials before and after machining | 21.54 | 236.97 |
- (2) Attending a boiler, incinerator and/or oven | 21.65 | 238.17 |
- (3) Attending to dust bags and/or cyclones of sanding machines | 21.93 | 241.23 |
- (4) Bailing and clipping of upholstery springs | 22.16 | 243.78 |
- (5) Beating and/or teasing coil by hand | 22.39 | 246.28 |
- (6) Cleaning and sweeping of premises | 22.95 | 252.49 |
- (7) Cleaning machinery, plant, tools and utensils | 25.55 | 281.08 |
- (8) Cleaning and blowing down of equipment | 22.44 | 248.86 |
- (9) Cleaning metal rods | 21.54 | 236.97 |
- (10) Cutting metal rods, hinges, metal strips, wire, hoop iron and all similar materials | 21.55 | 237.09 |
- (11) Delivery by manually propelled vehicles | 21.76 | 239.40 |
- (12) Delivery of letters and parcels | 22.02 | 242.25 |
- (13) Filling of cushions with substance of materials, other than spring interiors and/or spring units by hand | 22.44 | 246.86 |
- (14) Gluing sandpaper discs | 21.54 | 236.97 |
- (15) Handling materials | 21.65 | 238.17 |
- (16) Lime washing | 21.93 | 241.23 |
- (17) Loading and/or unloading vehicles | 22.16 | 243.78 |
- (18) Loading and unloading kilns | 22.39 | 246.28 |
- (19) Making tea or other similar beverages | 22.95 | 252.49 |
- (20) Oiling and greasing machines and/or vehicles | 25.55 | 281.08 |
- (21) Operating presses of any type | 22.44 | 248.86 |
- (22) Packing articles into cartons and/or cardboard containers and thereafter filling and closing such cartons and containers | 21.54 | 236.97 |
- (23) Preparing, mass-measuring and mixing glue; spreading glue by hand or machine; removing glue, washing and wiping off glue; applying glue hardener by hand, brush or machine | 21.65 | 238.17 |
- (24) Pushing or pulling a vehicle or handcart | 21.93 | 241.23 |
- (25) Riveting or making threads on iron bolts and rods | 22.16 | 243.78 |
- (26) Straightening and/or cutting hoop iron used for webbing | 22.39 | 246.28 |
- (27) Stripping second-hand upholstery and bedding | 22.95 | 252.49 |
- (28) Taping of veneers and attending veneer press | 25.55 | 281.08 |
- (29) The treatment of timber for preservation | 22.44 | 248.86 |
- (30) Unpacking, bailing and unloading raw materials | 21.54 | 236.97 |
- (31) Wrapping in paper or cardboard | 21.65 | 238.17 |

The minimum prescribed rates for learner journeymen as per para (X) of this Schedule.
(B) Labourers: New entrants (see definition under clause 3): Party shops only during first 6 months employment in the industry.

(XIV) Miscellaneous:

1. Welding, other than spot-welding
2. Machine maintenance mechanic
3. Spot-welding
4. Despatch clerk, storeman, time-keeper
5. Carcass maker or watchman
6. Packer
7. The construction of spring interiors and/or spring units and the manufacture of their component parts
8. Learner packer
9. Bending, punching riveting, drilling and/or assembling metal parts

(XV) (i) Junior non-wage employees engaged in a trade designated under the Manpower Training Act, 1961, during the authorised probation period.

(ii) All other juveniles.

(XVI) Office employees:

- during the first year of employment
- during the second year of employment
- during the third year of employment
- during the fourth year of employment
- during the fifth year of employment

(XVII) Casusal labourer:
Labourer employed for less than 30 hours in any one week for the specific purpose of loading and unloading of vehicles, stacking of timber and cleaning of premises only.

(XVIII) Chargehand:

- In charge of employees who have no journeyman status

In charge of journeyman

(XIX) (i) Ornament and novelty making, i.e. any operation or process in the manufacture or assembly of ornaments and novelties, but which excludes the operations referred to in subclause (ii).

(ii) The classes of work referred to in clauses (i) (ii), (IV) (i), (V) (ii), (VII) (ii) and (IX) (ii) hereof.

(XX) Apprentices:

Commencing weekly wage — stage 1

Upon completion of stage 1 and subsequent stages the weekly wage of an apprentice is to be increased by 25% of the difference between the minimum wage rate for labourers, plus R10,00.

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Signed at Durban, on behalf of the parties, this 29th day of September 1992.

J. S. OLIVIER,
Chairman/Secretary.

M. H. GIBBS,
Vice-Chairman.

S. M. LE ROUX,
Vice-Chairman.

<table>
<thead>
<tr>
<th>Increase</th>
<th>Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>18,04</td>
<td>198,47</td>
</tr>
<tr>
<td>25,55</td>
<td>281,08</td>
</tr>
<tr>
<td>22,44</td>
<td>246,88</td>
</tr>
<tr>
<td>22,36</td>
<td>245,99</td>
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<tr>
<td>21,78</td>
<td>239,55</td>
</tr>
<tr>
<td>21,80</td>
<td>239,77</td>
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<tr>
<td>21,54</td>
<td>238,57</td>
</tr>
<tr>
<td>21,60</td>
<td>237,62</td>
</tr>
</tbody>
</table>

The minimum wage prescribed in this Agreement for employees employed on the same class of work.

<table>
<thead>
<tr>
<th>R</th>
<th>R</th>
</tr>
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<tbody>
<tr>
<td>21,67</td>
<td>238,32</td>
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<tr>
<td>22,09</td>
<td>242,96</td>
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<tr>
<td>22,74</td>
<td>250,09</td>
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<tr>
<td>23,38</td>
<td>257,18</td>
</tr>
<tr>
<td>24,06</td>
<td>264,66</td>
</tr>
<tr>
<td>24,91</td>
<td>273,99</td>
</tr>
</tbody>
</table>

52,14 per day

R10,00 per week above his minimum prescribed wage for the class of work performed by him.

R15,00 per week above the basic wage prescribed in this Agreement for employees employed on the same class of work.

25,55 | 281,08

The minimum wage prescribed in this Agreement for employees employed on the same class of work.

Labourers' minimum rate + R10,00.
LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA: AMENDMENT OF AGREEMENT FOR THE TANNING SECTION

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 6, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, 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.

L. WESSELS,
Minister of Manpower.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

TANNING SECTION

AGREEMENT

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

(a) South African Tanning Employers' Organisation

(b) Transvaal Footwear, Tanning and Leather Trades Association

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

(c) South African Clothing and Textile Workers' Union

and

(d) National Union of Leather Workers

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

being the parties to the National Industrial Council of the Leather Industry of South Africa,

1. SCOPE OF APPLICATION OF AGREEMENT

(a) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions, and who are respectively engaged and employed in the Tanning Section; and

(b) in the Magisterial Districts of The Cape, Bellville, Wynberg, Paarl, Stellenbosch, excluding that portion of the Magisterial District of Stellenbosch which, prior to the publication of Government Notice No. 1633 of 7 August 1987, fell within the Magisterial District of Kuils River, Oudtshoorn, Wellington, Mossel Bay, George, Uitenhage, Kirkwood, Port Elizabeth, King William's Town, Durban, including that portion of the Magisterial District of Chatsworth which, prior to the publication of Government Notice No. 501 of 8 March 1985, fell within the Magisterial District of Durban, but excluding those portions of the Magisterial District of Durban which, prior to the publication of Government Notices Nos. 1939 and 2067 of 10 September 1982 and 1 October 1982 respectively, fell within the Magisterial District of Inanda, Pietermaritzburg, Barberton, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Tw), Brits, White River, Witbank, Nigel, Germiston and Bloemfontein, on the operations set forth in paragraph (2) (a) of the definition "Leather Industry", and in the Magisterial District of Bellville, including those portions of the Magisterial District of Bellville which, subsequent to the publication of Government Notice 1633 of 7 August 1987, fell within the Magisterial Districts of Goodwood and Kuils River, Oudtshoorn, Wellington, George, Uitenhage, Port Elizabeth, King William’s Town and Pietermaritzburg, with effect from 1 May 1986 on the operations set forth in paragraph (2) (b) of the definition "Leather Industry".

2. CLAUSE 4: WAGES AND RATES

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

"(b) Except in the case of a night watchman and an employee engaged on night work, the remuneration laid down in this clause shall be payable for a working week of 42 hours: Provided that in the case of a night watchman, the remuneration shall be payable for a working week of 60 hours and in the case of an employee engaged on night work, the remuneration shall be payable for a working week of 38 hours and/or, by agreement negotiated at plant level with the respective unions, for a working week of 42 hours: Provided further that the remuneration payable for a 38-hour working week shall be calculated at 42.25 hours, multiplied by his hourly rate of remuneration, and in the case of a 42-hour working week, the remuneration shall be calculated at 42 times his hourly rate of remuneration plus 10%: Provided further that the working week shall not end earlier than on Wednesday in a calendar week.".

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

"(b) Nothing in this Agreement shall operate to reduce any time wage which is at present being paid and which is more favourable to an employee than that laid down in this Agreement for such employee while he remains in the service of the same employer.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekoms word in die Looiseksie van die Leernwyerheid—

(a) deur alle werkgewers wat lede van die werkgewers-organisaties is en deur alle werknemers wat lede van die vakverenigings is, en wat onderskeidlik by die Looiseksie betrokke en daarin werkzaam is; en

(b) in die landdorstdistriktie Die Kaap, Bellville, Wynberg, Paarl, Stellenbosch, uitgesonderd die gedeelte van die landdorstdistrikt Stellenbosch wat voor die publikasie van Goewermentskennisgewing No. 1633 van 7 Augustus 1987 binne die landdorstdistrikt Kuilsrivier geval het, Oudtshoorn, Wellington, Mosselbaai, George, Uitenhage, Kirkwood, Port Elizabeth, King William’s Town, Durban, met inbegrip van die gedeelte van die landdorstdistrikt Chatsworth wat voor die publikasie van Goewermentskennisgewings No. 501 van 8 Maart 1985 binne die landdorstdistrikt Durban geval het, maar uitgesonderd die gedeeltes van die landdorstdistrikt Durban wat voor die publikasie van Goewermentskennisgewings Nos. 1939 en 2057 van onderskeidlik 10 September 1982 en 1 Oktober 1982 binne die landdorstdistrikt Inanda geval het, Pietermaritzburg, Barberton, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Tw), Brits, Witrivier, Nigel, Germiston en Bloemfontein, in verband met die werkzaamhede uiteen- geest in paragraaf (2) (a) van die omskriving "Leernwyerheid", en in die landdorstdistrikt Bellville, met inbegrip van die gedeeltes van die landdorstdistrikt Bellville wat na die publikasie van Goewermentskennisgewing No. 1633 van 7 Augustus 1987 binne die landdorstdistrikt Goodwood en Kuilsrivier val, Oudtshoorn, Wellington, George, Uitenhage, Port Elizabeth, King William’s Town en Pietermaritzburg, met insluiting van 1 Mei 1986 in verband met die werk- saamhede uiteen-geest in paragraaf (2) (b) van die omskring "Leernwyerheid".

(2) Ondanks subklousule (1) is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie ursulone voorgeskryf word en op die werkgewers van sodanige werknemers.

2. KLOUSULE 4: LONE EN LOONSKALE

(1) Vervang subklausule (1) (b) deur die volgende:

"(b) Behalwe in die geval van 'n nagwerk en 'n nag- werker, is die besoldiging by hierdie klausule voorgeskryf, betaalbaar vir 'n werkkweek van 42 uur: Met dien verstande dat in die geval van 'n nagwerk is die besoldiging betaalbaar vir 'n werkkweek van 60 uur en in die geval van 'n nagwerker is die besoldiging betaalbaar vir 'n werkkweek van 38 uur en/of, by ooreenkom op fabrieksvlak met die onderskeie vakverenigings beding, vir 'n werkkweek van 42 uur: Met dien verstande dat die besoldiging betaalbaar vir 'n werkkweek van 38 uur bereken word teen 42,25 uur ver- mengd met sy uurloonskaal, en in die geval van 'n werkkweek van 42 uur word die besoldiging bereken teen 38 maal sy uurloonskaal plus 10%: Met dien verstande dat die werkweek eindig nie vroeër as Woensdag in 'n kals- derweek nie.".

(2) Vervang subklausule (6) deur die volgende:

"(6) Geen bepaaling in hierdie Ooreenkomse mag die uit- werking hê nie dat dit enige tydbylorm vermindert wat tans betaal word en wat vir 'n werknemer gunstiger is as deie by hierdie Ooreenkomse voorgeskryf vir sodanige werknemer solank hy by die werkgever in diens bly."
### WAGES AND WAGE RATES

<table>
<thead>
<tr>
<th>Rate</th>
<th>Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td></td>
</tr>
</tbody>
</table>

#### A. Grade A:

(a) Operators of splitting machines, which shall include the setting and adjustments to such machines and the splitting either in the lime or tanned conditions or both:

(i) Learners, according to experience:

<table>
<thead>
<tr>
<th>Period</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>First six months</td>
<td>7.95</td>
</tr>
<tr>
<td>Second six months</td>
<td>80% of the prescribed wage.</td>
</tr>
<tr>
<td>Thereafter</td>
<td>90% of the prescribed wage.</td>
</tr>
</tbody>
</table>

(ii) In every tannery in which a splitting machine is installed there shall be employed at least one splitter at the full rate under A (a) above.

(b) Operators of shaving and whitening machines:

<table>
<thead>
<tr>
<th>Period</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>First six months</td>
<td>7.09</td>
</tr>
</tbody>
</table>

Learners, according to experience:

<table>
<thead>
<tr>
<th>Period</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>First six months</td>
<td>80% of the prescribed wage.</td>
</tr>
<tr>
<td>Second six months</td>
<td>90% of the prescribed wage.</td>
</tr>
<tr>
<td>Thereafter</td>
<td>The prescribed wage.</td>
</tr>
</tbody>
</table>

#### B. Grade B:

(a) Employees other than those specified in (b):

(i) Employed as first-grade tablehands, i.e. hand buffers and whiteners, hand shavers, hand sprayers and employees employed on rounding:

<table>
<thead>
<tr>
<th>Rate</th>
<th>Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td></td>
</tr>
</tbody>
</table>

Note: "Rounding" is the cutting up of untanned hide into bends, bellies, shoulders or backs, but does not include cutting a hide into two sides.

(ii) Employed as operators of fleshing, unlairing, staking and buffing machines:

<table>
<thead>
<tr>
<th>Rate</th>
<th>Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td></td>
</tr>
</tbody>
</table>

(iii) Employed as operators of glazing, all types of measuring, sole substance measuring, sole rolling, hydraulic press, sammying, setting, bark milling, scudding, seasoning, oiling, washing, brushing, spraying, padding, curtain coating, dust removal, oscillating knife, necking and wrinkle setting machines, and employees employed as tablehands (other than first grade) who are using currier's tools or improvised currier's tools on any class of leather and who are using these aforementioned tools on pasting plants or vacuum drying plants, employees engaged on repairing defects in leather, mixing and matching of pigment finish colours, matching dyes, square cutting, singeing by brush and/or emery paper, assisting a splitter in feeding into the front of a splitting machine, operating a mobile hoist truck of the type which requires the driver to be on the vehicle, and employees employed in blackening, greasing, staining, pigmenting and seasoning leather by hand (brush or pad) and as lime yard hand fleshers:

<table>
<thead>
<tr>
<th>Rate</th>
<th>Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td></td>
</tr>
</tbody>
</table>

(b) Learners employed on operations as specified in paragraph (a) (i), (ii) and (iii) above:

<table>
<thead>
<tr>
<th>Period</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>First six months</td>
<td>5.82</td>
</tr>
<tr>
<td>Second six months</td>
<td>60% of the prescribed wage.</td>
</tr>
<tr>
<td>Thereafter</td>
<td>90% of the prescribed wage.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Period</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) (i)</td>
<td>The prescribed wage.</td>
</tr>
<tr>
<td>(a) (ii)</td>
<td>The prescribed wage.</td>
</tr>
<tr>
<td>(a) (iii)</td>
<td>The prescribed wage.</td>
</tr>
</tbody>
</table>

Ratio: Not more than one learner receiving less than the full rate prescribed for his occupation may be employed to every three or part of three employees on semiskilled operations receiving the full rate.

‘Part of three’ shall mean a remainder of not less than one after the total number of employees receiving full rates has been divided by three.

#### C. Grade C:

(a) Employees—

(i) employed on scudding, cobbing, tacking, toggling and trimming, hides and skins, drum operators, and trimming, breaking and/or fleshing skins with wool or hair:

<table>
<thead>
<tr>
<th>Rate</th>
<th>Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td></td>
</tr>
</tbody>
</table>

Note: "Cobbing" means the trimming of the loose fleshings hanging from the edges of the hides after fleshing.
(ii) Grade I: All employees who are mainly employed in the physical handling of hides and/or skins in the lime yard and tan yard up to and including tanning, and all employees who are wholly or mainly employed in the physical handling of hides and/or skins in the dye yard. .................................................................

   5.29

(iii) Grade II: All employees who are mainly employed in the physical handling of raw hides and/or skins in the hide store and leather in all other departments not specified as Grade I; all employees involved in the maintenance of machines and equipment, including general workers whose occupation is specified under the definition of 'general worker' in clause 1 of this agreement. .................................................................

   5.29

(iv) employed on batch stamping of raw hides and skins. .................................................................

   5.37

   Note: All rates prescribed in (i) above are inclusive of a 'dirt allowance' at the rate of 25c per week awarded by the arbitrator in 1945.

D. Wool-skin processing machines and operations not elsewhere specified:

   (a) Ironing and/or shearing and/or combing. .................................................................

   5.48

   (b) Carding. .................................................................

   5.48

   (c) Stitching by machine. .................................................................

   5.58

   (d) Cutting of patterns. .................................................................

   5.37

E. Welting, randing and lace-cutting departments:

   (a) Operators of splitting, skiving, cutting, grooving and bevelling machines. .................................................................

   5.58

   (b) All other operations. .................................................................

   5.29

F. (a) Storemen and/or warehousemen, dispatch clerks. .................................................................

   5.58

   (b) Assistant storemen and/or assistant warehousemen. .................................................................

   5.48

G. Motor vehicle drivers—

   employed on vehicle of a pay-load of up to and including 2 722 kg. .................................................................

   5.74

   employed on vehicle of a pay-load of over 2 722 kg but not exceeding 4 536 kg. .................................................................

   6.17

   employed on vehicle of a pay-load of over 4 536 kg. .................................................................

   6.71

H. Boiler attendants. .................................................................

   5.37

I. Night-watchmen. .................................................................

   3.90

J. Day-watchmen. .................................................................

   5.37

K. Handymen. .................................................................

   5.48

L. (a) Operations relating to the production of upholstery leather not elsewhere specified:

   (i) Marking and/or patterns placing. .................................................................

   6.77

   (ii) Cutting to patterns. .................................................................

   6.26

   (iii) Piece marking. .................................................................

   5.37

   (b) Learners employed on operations in (a) (i) above:

   First six months of experience. .................................................................

   80% of the prescribed wage.

   Second six months of experience. .................................................................

   90% of the prescribed wage.

   (c) Learners employed in the operation referred to in (a) (ii) above:

   First six months of experience. .................................................................

   80% of the prescribed wage.

   Second six months of experience. .................................................................

   90% of the prescribed wage.\n
\n
LONE EN LOONSKALE

<table>
<thead>
<tr>
<th>Per uur</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
</tr>
</tbody>
</table>

A. Graad A:

(a) Bedieners van spiltmajsierna, wat die instel van en regstelling aan sodanige maarsie insluit en wat leer in die kalk- of locestadion of in albei splits.

   (i) Leerlinge volgens ondervinding:

   Eerste ses maande. .................................................................

   Tweede ses maande. .................................................................

   Daarna. .................................................................

   (ii) In elke looër waarin daar 'n spiltmaasie geïnstalleer is, moet daar minstens een splinter indiens wees wat die volle loon in A (a) hierbo vermeld ontvang.
<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loon</td>
<td>Per uur</td>
</tr>
<tr>
<td>R</td>
<td></td>
</tr>
</tbody>
</table>

(iii) Graad II: Alle werknemers wat hoofsaaklik rou huide en/of velle in die huismagasin en leer in alle ander afdeling wat nie as Graad I aangesien word nie, fisies hanteer; alle werknemers betrokke by die onderhoud van masjiene en uitrusting, met inbegrip van algemene werkers wie se beroep aangedui word in die omskrywing van "algemene werker" in klousule 1 van hierdie Ooreenkoms. 5.39

(iv) wat rou huide of velle in lotte stempel. 7.87

Opmerking: Alle loontkiewe in paragraaf (i) hierbo voorgestryf, sluit in 'n toelaai vir vuilwerk van 25c per week wat in 1945 deur die arbeiders toegeken is.

D. Wolvelverwerkingsmasjiene en werksoamhede nie elders vermeld nie:

(a)stryk en/of skeer en/of kam .................................................. 5.48
(b)Kaatleling ............................................................................ 5.48
(c)Stikwerk met 'n masjiem ......................................................... 5.58
(d) Snywerk volgens patrone ....................................................... 5.37

E. Afdelings vir die sny van kantsstroikes, heksstroikes en vetters:

(a) Bedieners van split-, skaaf-, sny-, groef- en afskuinsmasjiene ......................................................... 5.58
(b) Alle ander werksoamhede ...................................................... 5.29

F. (a) Magasynmeester en/of pakhuismanne, versendingsklerke ........................................... 5.58
(b) Assistent-magasynmeesters en/of assistant-pakhuismanne .................................................... 5.48

G. Motorvoertuigdrijwers—

werksoam op voertuie met 'n loonvrag van tot en met 2 722 kg. .................................................. 5.74
werksoam op voertuie met 'n loonvrag van meer as 2 722 kg maar hoogstens 4 536 kg. ................. 6.17
werksoam op voertuie met 'n loonvrag van meer as 4 536 kg. .................................................. 6.71

H. Ketelbediener ........................................................................ 5.37
I. Nagwag ................................................................................. 3.90
J. Dagwag ................................................................................. 5.37
K. Faktotum ............................................................................... 5.48

L. (a) Werksoamhede in verband met die produksie van beleedseleer wat nie elders vermeld word nie;

(i) Merk- en/of patroonwerk ...................................................... 6.77
(ii) Snywerk volgens patrone ....................................................... 6.26
(iii) Stukwerkwerk .................................................................... 5.37

(b) Leerlinge wat die werksoamhede verrig wat in paragraaf (a) (i) hierbo vermeld word:

Eerste ses maande ondervinding .................................................. 80% van die voorgeskrewe loon.
Tweede ses maande ondervinding .................................................. 90% van die voorgeskrewe loon.

(c) Leerlinge wat die werksoamhede verrig wat in paragraaf (a) (ii) hierbo bedoel word:

Eerste ses maande ondervinding .................................................. 80% van die voorgeskrewe loon.
Tweede ses maande ondervinding .................................................. 90% van die voorgeskrewe loon.

(3) In subklousule (9) (a), vervang die uitdrukking "13 Augustus 1992" deur die uitdrukking "13 Augustus 1991".

3. CLAUSE 7: HOLIDAYS AND ANNUAL LEAVE

(1) In subklousule (8) (a) insert die expression "16 June" after the expression "Ascension Day".

(2) In subklousule (8) delete paragraph (b).

4. CLAUSE 10: TERMINATION OF EMPLOYMENT

Insert the following new subklousule (9):

"(9) 'n Employee whose services are terminated due to retrenchment shall receive severance pay calculated at one week's normal pay per completed, continuous year of service with the company. This provision shall not apply in the case of plant or departmental closure of the relocation of the establishment, in which case the matter of severance pay shall be negotiated at plant level."

(3) In subklousule (9) (a), vervang die uitdrukking "22 Augustus 1991" deur die uitdrukking "13 Augustus 1992".

3. KLOUSULE 7: VAKANSIEDAE EN JAARLIKE VERLOF

(1) In subklousule (8) (a), voeg die uitdrukking "16 Junie" in na die uitdrukking "Hemelvaartdag".

(2) In subklousule (8), skraa paragraaf (b).

4. KLOUSULE 10: DIENSEBEEINDIGING

Voeg die volgende nuwe subklousule (9) in:

"(9) 'n Werknemer wie se diens weens personeelsoesnieu of onthulling bedoel word, moet 'n uittreëloos ontvange, behalwe die werklik en wêreldlike betaling per voltooiëde aanhoudende jaar diens by die maatskappy. Hierdie bepalings geld in die geval van fabrieks- of departementele sluiting. In hervening van die bedryfsonering nie, in welke geval die personeelsoesnieu van 'n uittreëloos op fabrieksvlak bedoel word."
5. CLAUSE 14: PIECE-WORK

Substitute the following for clause 14:

"14. PRODUCTIVITY INCENTIVE BONUS SCHEMES AND PIECE-WORK

(1) Productivity Incentive bonus schemes or piece-work arrangements shall be negotiated at plant level.

(2) Such negotiated agreements shall be in writing signed by the employer and representatives of the majority trade union at the plant.

(3) A copy of the signed agreement shall be forwarded to the General Secretary of the Council for the issuing of a licence of exemption.

(4) If shown that such agreement has been concluded at plant level, approval of a licence of exemption shall be granted automatically.

(5) Notification of the approval of such a licence of exemption shall be forwarded to the District Committee in the area concerned, and the District Committee for the relevant area shall have no right of veto."

6. CLAUSE 23: EMPLOYMENT OF MEMBERS OF TRADE UNIONS

In subclause (4) substitute the words "four working days" for the words "three working days".

7. CLAUSE 24: CONFINEMENT LEAVE

(1) In subclause (1) substitute the words "twelve weeks" for the words "eight weeks" and the words "twelve week period" for the words "eight week period".

(2) Substitute the following for paragraph (a) of subclause (1):

"(a) The employer shall pay the employee weekly, for 12 weeks of absence for confinement leave, an amount equal to 33 percent of the weekly wage she was receiving immediately prior to her confinement leave;

in addition, contributions due by both the employer and employee to the Leather Industry Provident and Sick Benefit Funds must be continued for the full period of confinement leave and the total contribution must be borne by the employer;"

Insert the following new subclause (6):

"(6) Employees who qualify shall be entitled to one day’s paid maternity leave per annum, subject to the following conditions:

(a) Three months’ prior notification of application for maternity leave shall be given;

(b) The birth certificate shall be produced after maternity leave has been granted;

(c) The employee shall register her, common law wife, or customary law wife at the establishment on commencement of employment, and it shall be the responsibility of the employee to ensure that this registration is kept updated."

Signed at Port Elizabeth, on behalf of the parties, this 26th day of August 1992.

P. BELL,
Member of the Council.

M. BENNETT,
Member of the Council.

L. M. VAN LOGGERENBERG,
General Secretary of the Council.

5. KLOUSele 14: STUKWERK

Vervang klausule 14 deur die volgende:

"14. PRODUKTWITTEITS/ANSPORINGSBONUS- SKEMAS EN STUKWERK

(1) Produktwitteits/ansporingbonsusskemas of stukwerkregelings moet op fabrieksvlak beding word.

(2) Sodoende onderhandelde corenkomites moet skriftelik wees en onderteken word deur die werkgever en verteenwoordigers van die meerderheidsvakvereniging deur die fabriek.

(3) 'n Afskry van die ondertekenste corenkom moet aan die Hoofsekr, van die Raad gestuur word sodat 'n vrystellingstlisense uitgereik kan word.

(4) Indien daar bewys word dat sodanige corenkom op fabrieksvlak gesluit is, moet goedkeuring vir 'n vrystellingstlisense automatis verleen word.

(5) 'n Kennisgewing van die goedkeuring van 'n vrystellingstlisense moet aan die distrikskomitee in die betrokke gebied gestuur word, en die distrikskomitee vir die betrokke gebied het geen vetorog nie."

6. KLOUSele 23: INDIENSNEMING VAN VAKVERENIGINGELEDE

In subklausule (4), vervang die woordes "drie werkdye" deur die woordes "vier werkdye".

7. KLOUSele 24: BEVALLINGSVERLOF

(1) In subklausule (1), vervang die woordes "agt weke" deur die woordes "twelf weke" en die woordes "agt-week periodes" deur die woordes "twelf-week periodes".

(2) Vervang paragraaf (a) van subklausule (1) deur die volgende:

"(a) Die werkgever moet die werknermer weeklikse, vir 12 weke se afwesigheid met bevallingsverlof, 'n bedrag betaal wat gelyk is aan 33 persent van die weekloon wat sy onmiddellik vir haar bevallingsverlof ontvang het; die benewens moet bydrae deur beide die werkgever en die werknermer verskuldig aan die Leenryerheid se Voorsorg- en Siktebystandsfonds steeds betaal moet word vir die volle tydperk van bevallingsverlof, en die hele bydrae moet deur die werkgever gedra word;"

(3) Voeg die volgende nuwe subklausule (6) in:

"(6) Werknermers wat daarvoor kwalifiseer, is geregtig op een dag betaalde vaderskapsverlof per jaar, behoudens die volgende voorwaardes:

(a) Kennisgewing van aansoek om vaderskapsverlof moet drie maande vooraf geskied;

(b) Die geboortecertifikaat moet voorgeloë word nadat vaderskapsverlof toegestaan is;

(c) Die werknermer moet by indienstiging sy vrou, gemeenregtelike vrou of gewoontegetelike vrou by die bedryfssinrigting registreer, en dit is die verantwoordelikheid van die werknermer om toe te sien dat hierdie registrasie bygehou word;"

Namens die partye op hede die 26ste dag van Augustus 1992 te Port Elizabeth onderteken.

P. BELL,
Lid van die Raad.

M. BENNETT,
Lid van die Raad.

L. M. VAN LOGGERENBERG,
Hoofsekretaris van die Raad.
CORRECTION NOTICE
LABOUR RELATIONS ACT, 1956

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

The following corrections to Government Notice No. R. 3103 appearing in Government Gazette No. 14395 of 13 November 1992, are hereby published for general information:

1. In the Afrikaans text of the Schedule:

   (a) Substitute the expression "Garment Manufacturers’ Association of the Western Cape" for the expression "Garment Manufacturers’ Association" where it appears in the preamble to the Schedule.

2. In the English text of the Schedule:

   (a) Substitute the expression "Garment Manufacturers’ Association of the Western Cape" for the expression "Garment Manufacturers’ Association" where it appears in the preamble to the Schedule.

VERBETERINGSKENNISGEWING
WET OP ARBEIDSVERHOUDINGE, 1956

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

Onderstaande verbeterings aan Goewermentskennisgewing No. R. 3103 wat in Staatskoerant No. 14395 van 13 November 1992 verskyn, word hierby vir algemene inligting gepubliseer:

1. In die Afrikaanse teks van die Bylæe:

   (a) Vervang die uitdrukking "Garment Manufacturers’ Association" met die uitdrukking "Garment Manufacturers’ Association of the Western Cape" waar dit in die aangef te Bylæe voorkom.

   (b) 8. KLousule 11: BETALING VIR OORTYDWERK EN WERK OP SATERDÆE, SONDÆE EN OPENBARE VAKANSIEDÆE

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

   "(i) Alle werk meer as 4,25 uur of na 12:00 verrig, teen dubbel 'n werknemer se uurloon vir elke ure of gedeelte van 'n uur aldus gewerk;".

2. In die Engelse teks van die Bylæe:

   (a) Vervang die "uitdrukking "Garment Manufacturers’ Association" met die uitdrukking "Garment Manufacturers’ Association of the Western Cape" waar dit in die aangef te Bylæe voorkom.

   (b) 8. CLAUSE 11: PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

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

   "(i) All work performed in excess of 4.25 hours or after 12:00 at a rate of double an employee's hourly wage for every hour or part of an hour so worked;".

WET OP ARBEIDSVERHOUDINGE, 1956

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

Ek, Leon Wessels, Minister van Mannekrak, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepaling van van die Ooreenkoms (hierna die Wysigingsoorloeks genoem) wat in die Bylæe hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsoorloeks aangesegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en
(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, 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.

L. WESSELS,  
Minister of Manpower.

NOTE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, CAPE: KNITTING DIVISION

The attention of employers who are not members of any of the employers’ organisations which are parties to the Agreement hereunder is drawn to—

(a) section 51 (3) of the Labour Relations Act 1956, in terms of which application may be made to the above-mentioned Industrial Council for exemption from all or any of the provisions of the agreement interred into by the parties to the Council and which is binding in terms of the said Act; and

(b) section 51 (6) of the said Act which provides that any person who feels aggrieved by any decision of the Council, may at any time appeal to the Minister of Manpower against such decision.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

KNITTING DIVISION AGREEMENT

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

Cape Knitting Industry Association,

the

Cape Clothing Manufacturers’ Association

and the

Garment Manufacturers’ Association of the Western Cape

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

South African Clothing and Textile Workers Union

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

being the parties to the Industrial Council for the Clothing Industry (Cape),


(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsoorneemkoms, uitgesonderd dié vervat in klusule 1 (1) (a) met ingang van die tweede Maandag na die datum van publicasie van hierdie kennisgeving en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgeving wat betrekking is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klusule 1 van die Wysigingsoorneemkoms gespesifiseer.

L. WESSELS,  
Minister van Mannekrag.

OPMERKING

NYWERHEIDSRAAD VIR DIE KLERASIENWYHERD, KAAP: BREI-AFDELING

Werkgewers wat nie lede is nie van enige van die werkgewers-organisasies wat partye by die Ooreenkoms hieronder is, se aandag word gevestig op—

(a) artikel 51 (3) van die Wet op Arbeidsverhoudinge, 1956, ingevolge waarvan aansoek by bogenoemde Nywerheidsraad gedaan kan word om vrystelling van almal of enige van die bepalings van die ooreenkoms wat deur die partye by die Raad aangegaan is en wat ingevolge die genoemde Wet bindend is; en

(b) artikel 51 (6) van genoemde Wet wat bepaal dat enige persoon wat veronreg volg deur enige beslissing van die Raad, te eniger tyd na die Minister van Mannekrag teen sodanige beslissing kan appel.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENWYHERD (KAAP)

OOREENKOMS VIR DIE BREI-AFDELING

oorneemkomsig die Wet op Arbeidsverhoudinge, 1956, gels uit deur en aangegaan tussen die

Cape Knitting Industry Association,

die

Cape Clothing Manufacturers’ Association

en die

Garment Manufacturers’ Association of the Western Cape

(hierdie die “werkgewers” of die “werkgewersorganisasies” genoem), aan die een kant, en die

South African Clothing and Textile Workers Union

(hierdie die “warknemers” of die “vaksvereniging” genoem), aan die ander kant.

wat die partye is by die Nywerheidsraad vir die Klasiesnywerheid (Kaap),
1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this agreement shall be observed in the Knitting Division of the Clothing Industry—

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

(b) in the Magisterial Districts of The Cape, Wynberg, Simon’s Town, Goodwood, Bellville, Somerset West, Strand, Malmesbury and George.

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

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

(b) not apply to employees and working directors whose wages are more than the amount referred to in clause (1) (2) (b) of the Main Agreement of the Council.

2. CLAUSE 23: TRADE UNION REPRESENTATIVES ON THE COUNCIL

Substitute the following for clause 23:

“Every employer shall give to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council: Provided that in establishments employing 5 or fewer employees, the trade union shall give the employer 5 days’ written notice of its request for time off for its representative in terms of this clause.”

3. CLAUSE 27: TRADE UNION SUBSCRIPTIONS

Substitute the following for subclause (1):

“(1) An employer shall deduct trade union subscriptions and levies weekly from the remuneration of trade union members on their written authorisation, other than where an exemption has been granted by the Industrial Council: Provided such monies have been determined in terms of the Union’s Constitution. The employer shall forward such amounts so deducted to the Secretary of the Council, for transmission to the Union.”

4. CLAUSE 33: SHOP STEWARDS

Substitute the following for subclauses (3) and (4):

“(3) Provided that an outline of each such training course has been lodged with the Industrial Council, and is available on request to any employer, shop stewards shall be entitled to two days’ paid leave per annum per shop steward to attend shop stewards’ training courses if such attendance falls within normal working hours.

(4) In addition to the leave granted in (3) above, shop stewards shall be eligible for and have access to further paid leave to attend to trade union duties. This additional leave shall be calculated at four days per annum per shop steward. At each establishment this additional leave shall be pooled and the shop stewards shall be entitled to use the additional leave so pooled to attend to trade union duties in any manner that the trade union deems fit: Provided that in establishments employing five or fewer employees, the trade union shall give the employer ten days’ written notice of the activity for which it seeks time off in terms of this clause.”

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkomst moet in die Brei-afdeling van die Klasraayenheid nagekom word—

(a) deur die werkgevers en die werknemers wat lede van onderskeidlik die werkgewersorganisasies en die vakverenigings is;

(b) in die landdrosdistrikte Die Kaap, Wynberg, Simonstad, Goodwood, Bellville, Somerset-West, Strand, Malmesbury en George.

(2) Ondanks subklausule (1) is hierdie Ooreenkomst—

(a) slags van toepassing ten opsigte van werknemers vir wie lone in hierdie Ooreenkomst voorgeskryf word;

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as die bedrag in klausule 1 (2) (b) van die Hoofooreenkomst van die Raad bedoel.

2. KLOUSEL 23: VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Vervang klousule 23 deur die volgende:

“Elke werkgever moet aan dié werknemers van hom wat verteenwoordigers in die Raad is, alle redelike faciliteite verleen om hul pleitie in verband met die werk van die Raad te vennig: Met dien verstande dat in bedryfsonderwings waar 5 of minder werknemers in diens is, die vakvereniging die werkgever 5 dae vooruit skriflik kennis moet gee van sy versoek om tyd vry, ingevoegel hierdie klousule, vir sy verteenwoordiger.”

3. KLOUSEL 27: VAKVERENIGINGLEDEGELD

Vervang subklausule (1) deur die volgende:

“(1) ’n Werkgever moet elke week vakverenigingledegeld aftrek van die lone van vakverenigingledes wat skriflik magtiging daartoe verleen het, behalwe in gevalle waar die Nywerheidsraad vrystelling daarvan verleen het: Met dien verstande dat genoemde geldie ingevoegel die Unie se grondwet bepaal is. Die werkgever moet die bedrae alus afgetrek, aan die Sekretaris van die Nywerheidsraad stuur vir transmisie aan die vakvereniging.”

4. KLOUSEL 33: WERKWINKELVERTEENWOORDIGERS

Vervang subklausules (3) en (4) deur die volgende:

“(3) Mits ’n inoospi van elke opleidingskursus by die Nywerheidsraad ingediend is en op versoek beskikbaar is vir enige werkgever, is werkwinkelverteenwoordigers gereguleer op twee dae betaalde verlof per jaar per werkwinkelverteenwoordiger opleidingskursusse vir werkwinkelverteenwoordigers by te woon waar genoemde byvoeging binne normale werkure val.

(4) Benevens die verlof in (3) hierbo toegestaan, is werkwinkelverteenwoordigers gereguleer op en het hulle toegang tot addisionele betaalde verlof om aan vakvereniging verpligtings te wy. Die betaalde verlof hiervolgens word bereken teen vier dae per jaar per werkwinkelverteenwoordiger. Die addisionele verlof alus bereken, moet by elke bedryfsonderwings geopel word en die werkwinkelverteenwoordigers is daarop gereguleer om die gepooide addisionele verlof te gebruik vir vakverenigingverpilings. Met dien verstande dat in bedryfsonderwings waar 5 of minder werknemers in diens is, die vakvereniging die werkgever 5 dae vooruit skriflik kennis moet gee van sy versoek om tyd vry, ingevoegel hierdie klousule, vir sy verteenwoordiger.”
No. R. 3427
24 December 1992
CORRECTION NOTICE
LABOUR RELATIONS ACT, 1956
CLOTHING INDUSTRY, CAPE: AMENDMENT OF AGREEMENT FOR THE COUNTRY AREAS
The following correction to Government Notice No. R. 3104 appearing in Government Gazette No. 14395 of 13 November 1992, is hereby published for general information:
1. In the Afrikaans text to the Schedule:
   (a) 6. KLOUSULE 11: BETALING VIR OORTDYWERK EN WERK OP SATERDÆ, SONDAE EN OPENBARE VAKANSIENDEA:
   Substitute subclause 2 (b) (i) with the following subclause:
   "(i) Alle werk meer as 4,25 uur of na 12:00 verry teen dubbel 'n werknemer se uurloon vir elke uur of gedeelte van 'n uur aldus gewerk;".
2. In the English text to the Schedule:
   (a) 6. CLAUSE 11: PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS:
   Substitute subclause 2 (b) (i) with the following subclause:
   "(i) All work performed in excess of 4.25 hours or after 12:00 at a rate of double an employee's hourly wage for every hour or part of an hour so worked;".

No. R. 3428
24 December 1992
LABOUR RELATIONS ACT, 1956
CLOTHING INDUSTRY, CAPE: AMENDMENT OF AGREEMENT FOR THE COUNTRY AREAS
I, Leon Wessels, 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 of this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

No. R. 3427
24 Desember 1992
VERBETERINGSKENNISGEWING
WET OP ARBEIDSVERHOUDINGE, 1956
KLERASIENYWERHEID, KAAP: WYSIGING VAN OOREENKOMS VIR DIE PLATTELANDSE GEBIEDE
Onderstaande verbetering aan Goewermentskennisgewing No. R. 3104 wat in Staatskoerant No. 14395 van 13 November 1992 verskyn, word hierby vir algemene inligting gepubliseer:
1. In die Afrikaanse teks van die Bylae:
   (a) 6. KLOUSULE 11: BETALING VIR OORTDYWERK EN WERK OP SATERDÆ, SONDAE EN OPENBARE VAKANSIENDEA:
   Vervang subklousule 2 (b) (i) deur die volgende subklousule:
   "(i) Alle werk meer as 4,25 uur of na 12:00 verry teen dubbel 'n werknemer se uurloon vir elke uur of gedeelte van 'n uur aldus gewerk;".
2. In die Engelstalige teks van die Bylae:
   (a) 6. CLAUSE 11: PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS:
   Vervang subklousule 2 (b) (i) deur die volgende subklousule:
   "(i) All work performed in excess of 4,25 hours or after 12:00 at a rate of double an employee's hourly wage for every hour or part of an hour so worked;".

No. R. 3428
24 Desember 1992
WET OP ARBEIDSVERHOLDINGE, 1956
KLERASIENYWERHEID, KAAP: WYSIGING VAN OOREENKOMS VIR DIE PLATTELANDSE GEBIEDE
Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby—
(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepaling van die Ooreenkom (hierna die Wysigingsoorlooms gencem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsoorlooms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, 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.

L. WESSELS,
Minister of Manpower.

NOTE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, CAPE: COUNTRY AREAS

The attention of employers who are not members of the employers’ organisation which is a party to the Agreement hereunder is drawn to—

(a) section 51 (3) of the Labour Relations Act 1956, in terms of which application may be made to the above-mentioned Industrial Council for exemption from all or any of the provisions of the agreement entered into by the parties to the Council and which is binding in terms of the said Act; and

(b) section 51 (6) of the said Act which provides that any person who feels aggrieved by any decision of the Council, may at any time appeal to the Minister of Manpower against such decision.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

AGREEMENT FOR THE COUNTRY AREAS

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

Cape Clothing Manufacturers’ Association
(hereinafter referred to as the “employers” or the “employers’ organisations”), of the one part, and the

South African Clothing and Textile Workers Union
(hereinafter referred to as the “employees” or the “trade union”), of the other part,

being the parties to the Industrial Council for the Clothing Industry (Cape),


(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepaalde as van die Wysigingsoorneemkoms, uitgesonder die vervat in klosule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir alle ander werkgevers en werknemers as die 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 klosule 1 van die Wysigingsoorneemkoms gespesifiseer.

L. WESSELS,
Minister van Mannekring.

OPMERKING

NYWERHIEDSRAAD VIR DIE KLERASIENYWERHEID, KAAP: PLATTELANDSE GEBIEDE

Werkgewers wat nie lede is van die werkgewersorganisasie wat ‘n party by die Ooreenkomst hieronder nie se aandag word gevestig op—

(a) artikel 51 (3) van die Wet op Arbeidsverhoudinge, 1956, ingewol waarvan aanbod met bogenoemde Nywerhiedsraad gedaan kan word om vrystelling van almal of enige van die bepalings van die ooreenkomst wat deur die partye deur die Raad aangegaan is en wat ingewol die genoemde Wet bindend is; en

(b) artikel 51 (6) van genoemde Wet wat bepaal dat enige persoon wat vermoog voel deur enige beslissing van die Raad, te eniger tyd na die Minister van Mannekring teen sodanige beslissing kan appelleer.

BYLAE

NYWERHIEDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

OOREENKOMS VIR DIE PLATTELANDSE GEBIEDE

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

Cape Clothing Manufacturers’ Association
(hierna die “werkgewers” of die “werkgewersorganisasies” genoem), aan die een kant, en die

South African Clothing and Textile Workers Union
(hierna die “warknemers” of die “vakvereniging” genoem), aan die ander kant,

wat die partye is by die Nywerhiedsraad vir die Klersiasenywerheid (Kaap),
1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial District of George.

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

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

(b) not apply to employees and working directors whose wages exceed R22 256 per annum;

(c) not apply to employers and employees engaged or employed in the Knitting Division.

2. CLAUSE 23: TRADE UNION REPRESENTATIVES ON THE COUNCIL

Substitute the following for clause 23:

"Every employer shall give to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council: Provided that in establishments employing 5 or fewer employees, the trade union shall give the employer 5 days written notice of its request for time off for its representative in terms of this clause."

3. CLAUSE 27: TRADE UNION SUBSCRIPTIONS

Substitute the following for subclause (1):

"(1) An employer shall deduct trade union subscriptions and levies weekly from the remuneration of trade union members on their written authorisation, other than where an exemption has been granted by the Industrial Council: Provided such monies have been determined in terms of the Union's Constitution. The employer shall forward such amounts so deducted to the Secretary of the Council, for transmission to the Union."

Signed at Salt River, on behalf of the parties, this 29th day of October 1992.

W. F. ALEXANDER,
Chairman of the Council.

C. E. McCARTHY,
Vice-Chairman of the Council.

J. N. VAUGHAN,
Secretary of the Council.

No. R. 3429
24 December 1992
CORRECTION NOTICE
LABOUR RELATIONS ACT, 1956
CLOTHING INDUSTRY, CAPE: RE-ENACTMENT OF MAIN AGREEMENT

The following corrections to Government Notice No. R. 3106 appearing in Government Gazette No. 14395 of 13 November 1992, is hereby published for general information:

1. In the Afrikaans text to the Schedule:

(a) Substitute the expression "Garment Manufacturers' Association of the Western Cape" for the expression "Garment Manufacturers' Association" where it appears in the preamble to the Schedule.

No. R. 3429
24 December 1992
VERBETERINGSKENNIGSGEWING
WET OP ARBEIDSGERHOUDING, 1956
KLERASIENYWERDING, KAAP: HERBEKRAGTIGING VAN HOOFDOORENKOMS

Onderstaande verbeteringen aan Goewermentskennisgewing No. R. 3106 wat in Staatskoerant No. 14395 van 13 November 1992 verskyn, word hierby vir algemene inligting gepubliseer:

1. In die Afrikaanse teks van die Bylae:

(a) Vervang die uitdrukking "Garment Manufacturers' Association" met die uitdrukking "Garment Manufacturers' Association of the Western Cape" waar dit in die aanhef tot die Bylae voorkom.
(b) 10. KLOUSULE 15: JAARLIKSE VERLOF EN OPENBARE VAKANSIEDE MET BESOLDIGING

Voeg die volgende subklausule (2) na subklausule (1) by:

"(2) Skrap subklausule 2 (g)."

2. In die Engelse tekst van die Bylae:

(a) Vervang die uitdrukking "Garment Manufacturers' Association" met die uitdrukking "Garment Manufacturers' Association of Western Cape" waar dit in die aanhels tot die Bylae voorkom.

(b) 6. CLAUSE 3: DEFINITIONS

In subklausule (2) van die Engelse tekst, vervang die woordskrywing van 'trade union funds' met die volgende woordskrywing:

"'trade union funds' shall, without limiting the generality of its meaning, include trade union subscriptions and levies;".

(c) 10. CLAUSE 15: ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

Voeg die volgende subklausule (2) na subklausule (1) by:

"(2) Delete subclause 2 (g)."

No. R. 3430

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE: AMENDMENT OF THE MAIN AGREEMENT

I, Leon Wessels, 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 of this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, 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.

L. WESSELS,
Minister of Manpower.
NOTE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, CAPE

The attention of employers who are not members of any of the employers' organisations which are parties to the Agreement hereunder is drawn to—

(a) section 51 (3) of the Labour Relations Act, 1956, in terms of which application may be made to the above-mentioned Industrial Council for exemption from all or any of the provisions of the agreement entered into by the parties to the Council and which is binding in terms of the said Act; and

(b) section 51 (6) of the said Act which provides that any person who feels aggrieved by any decision of the Council, may at any time appeal to the Minister of Manpower against such decision.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

MAIN AGREEMENT

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

Cape Clothing Manufacturers' Association

the

Cape Knitting Industry Association

and the

Garment Manufacturers' Association of the Western Cape

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

South African Clothing and Textile Workers' Union

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

being the parties to the Industrial Council for the Clothing Industry (Cape).


1. SCOPE OF APPLICATION OF AGREEMENT

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

2. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) durf die werkgevers en die werknemers wat lede van onderskeidlike dié werkgewersorganisasies en die vakvereniging is;
(b) in the Magisterial Districts of—

(i) The Cape, Simon’s Town, Goodwood, Bellville, Somerset West and Strand by employers and employees who are engaged in or employed on the operations referred to in paragraphs (a) and/or (b) of the definition “Clothing Industry” in clause 3 of the Agreement published under Government Notice No. R. 1373 of 1 July 1983;

(ii) Wynberg by employers and employees who are engaged in or employed on the operations referred to in paragraphs (a) and/or (b) and/or (c) of the definition “Clothing Industry” in clause 3 of the Agreement published under Government Notice No. R. 1373 of 1 July 1983;

(iii) Malmesbury and Moorreesburg by employers and employees who are engaged in or employed on the operations referred to in paragraphs (a) (excluding belts made from leather or synthetic material) and/or (b) of the definition “Clothing Industry” in clause 3 of the Agreement published under Government Notice No. R. 1373 of 1 July 1983.

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

(a) apply only in respect of employees for whom wages are prescribed in the Agreement published under Government Notice No. R. 1373 of 1 July 1983, as amended from time to time;

(b) not apply to employees and working directors whose wages are more than R22,256 per annum;

(c) not apply to employers and employees engaged or employed in the Knitting Division.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in force for the period ending 30 June 1993 or for such period as may be determined by him.

3. CLAUSE 23: TRADE UNION REPRESENTATIVES ON THE COUNCIL

Substitute the following for clause 23:

“Every employer shall give to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council: Provided that in establishments employing 5 or fewer employees, the trade union shall give the employer 5 days’ written notice of its request for time off for its representative in terms of this clause.”

4. CLAUSE 27: TRADE UNION SUBSCRIPTIONS

Substitute the following for subclause (1):

“(1) An employer shall deduct trade union subscriptions and levies weekly from te remuneration of trade union members on their written authorisation, other than where an exemption has been granted by the Industrial Council: Provided such monies have been determined in terms of the Union’s Constitution. The employer shall forward such amounts so deducted to the Secretary of the Council, for transmission to the Union.”

5. CLAUSE 33: SHOP STEWARDS

Substitute the following for subclauses (3) and (4):

“(3) Provided that an outline of each such training course has been lodged with the Industrial Council, and is available on request to any employer, shop stewards shall be invited to two days’ paid leave per annum per shop steward to attend shop stewards’ training courses if such attendance falls within normal working hours.

(b) in the landdrosdistrikte—

(i) Die Kaap, Simonstad, Goodwood, Bellville, Somerset-Wes en Strand deur werkgewers en werknemers wat betrokke is by of in diens is vir die werksaamhede bedoel in paragraaf (a) en/of (b) van die omkringwin “Klerasienwer- heid” in klusule 3 van die Ooreenkomps gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983;

(ii) Wynberg deur werkgewers en werknemers wat betrokke is by of in diens is vir die werksaamhede bedoel in paragraaf (a) en/of (b) en/of (c) van die omkringwin “Klerasienwer- heid” in klusule 3 van die Ooreenkomps gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983; en

(iii) Malmesbury en Moorreesburg deur werkgewers en werknemers wat betrokke is by of in diens is vir die werksaamhede bedoel in paragraaf (a) (uitgesonderd liefde van wat van leer of van sintellose materiaal gemaak word) en/of (b) van die omkringwin “Klerasienwerheid” in klusule 3 van die Ooreenkomps gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983.

2. Ondanks subklusule (1) is hierdie Ooreenkomps—

(a) van toepassing slegs op werknemers vir wie lone voorgeskryf word in die ooreenkomps gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983, soos van tyd tot tjd gewysig;

(b) nie van toepassing nie op werknemers en werkkante direktuur wie se lone meer bedraas as R22,256 per jaar;

(c) nie van toepassing nie op werkgewers en werknemers wat betrokke is by of in diens is in die Brei-adeling.

2. GELDIGHEIDSUUUR VAN OOREENKOMS

Hierdie Ooreenkomst is eere in werkbe op die datum wat die Minister van Mannekragtens artikel 48 (1) van die Wet vasteel, en by vrag vir die tydperk eindigende 30 Junie 1993 of vir diens tydperk wat by bepaal.

3. KLOUSULE 23: VAKVERENIGINGVEREENWOO- DIGERS IN DIE RAAD

Vervang klusule 23 deur die volgende:

“Elke werkgewer moet die diens van veren werken verkraging in die Raad, is alle redelike faciliteite verleen om hul pligte in verband met die werk van die Raad te vervol. Met dien verstande dat in bedryfsinrigings waar 5 of minder werknemers in dien dien, die vakvereniging die werkgewer 5 dae vooruit skriftelik verleen moet gee van sy versoek om tyd vry, ingevolge hierdie klusule, vir sy verkenvertreder.”

4. KLOUSULE 27: VAKVERENIGINGLEDLEGELD

Vervang subklusule (1) deur die volgende:

“(1) ’n Werkgewer moet elke week vakverenigingledelde aftrek van die lone van vakverenigingledle wat skriftelik maglating daartoe verleen hat, behalwe in gevalle waar die Nieyerheidsraad vrystelling daarvan verleen het: Met dien verstande dat genoemde gelde ingevolge die Unie se grondwet bepaal is. Die werkgewer moet die bedraad aldus afgetrek, aan die Sekretaris van die Nieyerheidsraad stuur vir transmissie aan die vakvereniging.”

5. KLOUSULE 33: WERKWINKELENVEREENWOO- DIGERS

Vervang subklausules (3) en (4) met die volgende:

“(3) Mits ’n sinopsis van elke opleidingskursus by die Nieyerheidsraad ingediend is en op versoek beskikbaar is vir enige werkgewer, is werkwinkeleenvertrederijers geregtig op twee dae betaalde vrydag per jaar per werkwin- kelvertrederigder om opleidingskursusse vir werkwin- kelvertrederigders by te woon waar genoemde byvoo- ning binne normale werktuie val.”
(4) In addition to the leave granted in (3) above, shop stewards shall be eligible for and have access to further paid leave to attend to trade union duties. This additional leave shall be calculated at four days per annum per shop steward. At each establishment this additional leave shall be pooled and the shop stewards shall be entitled to use the additional leave so pooled to attend to trade union duties in any manner that the trade union deems fit. Provided that in establishments employing five or fewer employees, the trade union shall give the employer ten days' written notice of the activity for which it seeks time off in terms of this clause.

Signed at Salt River, on behalf of the parties, this 29th day of October 1992.

W. F. ALEXANDER,
Chairman of the Council.

C. E. McCARTHY,
Vice-Chairman of the Council.

J. N. VAUGHAN,
Secretary of the Council.

No. R. 3407 24 December 1992

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

ENFORCEMENT BY LOCAL AUTHORITIES

1. Elizabeth Hendrina Venter, Minister of National Health, hereby authorise under section 23 (1) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), the aforesaid local authorities to enforce the relevant provisions of the said Act within their respective areas of jurisdiction and through their duly authorized officers:
   1. Municipality of Ventersburg.

E. H. VENTER,
Minister of National Health.

DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. R. 3408 24 December 1992

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

REGULATIONS RELATING TO ANTI-CAKING AGENTS AND THE AMOUNTS THEREOF THAT MAY BE USED IN FOODSTUFFS: AMENDMENT

The Minister of National Health has, in terms of section 15 (1) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), made the regulations contained in the Schedule hereto:

No. R. 3407 24 December 1992

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

TOEPASSING DEUR PLAASLIKE BESTURE

Ek, Elizabeth Hendrina Venter, Minister van Nasionale Gesondheid, mag hierby kragtens artikel 23 (1) van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingmiddels, 1972 (Wet No. 54 van 1972), ondergenoemde plaaslike besture om binne hul onderingehehe reëgebiede en deur middel van hul behoorlik gemagtigde beamptes die toepaslike bepaalings van genoemde Wet uit voer:
   1. Munisipaliteit van Ventersburg.
   2. Munisipaliteit van Klauer.
   3. Munisipaliteit van Edenville.

E. H. VENTER,
Minister van Nasionale Gesondheid.

DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGS-
ONTWIKKELING

No. R. 3408 24 Desember 1992

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

REGULASIES BETREFFENDE ANTI-KOEK MIDDELS EN DIE HOEVEELHEDE DAARVAN WAT IN VOE-
DINGS MIDDELS GEBRUIK MAG WORD: WYSIGING

Die Minister van Nasionale Gesondheid het kragtens artikel 15 (1) van die Wet op Voedingsmiddels, Skoon-
heidsmiddels en Ontsmettingmiddels, 1972 (Wet No. 54 van 1972), die regulasies vervat in die Bylae hiervan, uitgevaardig:
Cosatu gives backing to exemptions

COSATU has joined hands with business to endorse proposals which will allow small businesses to apply for exemption from industrial council regulations.

The move is seen as a major concession to small businesses by Cosatu and reflects the organisation’s concern over declining employment and the impact of regulations on small enterprises.

The cost of complying with industrial council agreements is cited as a major reason for manufacturing industries’ inability to create new jobs.

Under existing laws, businesses may apply to the Minister of Manpower for exemption from industrial council agreements, a procedure which is both time-consuming and bureaucratic.

The proposed law would allow industrial councils to grant exemptions to small businesses and simplify the procedure for application.

The proposal was drafted by the National Manpower Commission (NMC), which included representatives of labour and business.

The proposed law stopped short of granting small businesses a blanket exemption from industrial council agreements, but the NMC suggests that a clause be inserted in all industrial council agreements which would allow businesses to establish levels of remuneration and conditions of employment which do not restrict “entrepreneurial initiative and employment opportunities”.

Only "micro-businesses"—defined as those employing fewer than five people with a turnover of less than R250 000—are to be granted exemption. The draft law proposes amendments to the Labour Relations Act, Unemployment Insurance, Machinery and Occupational Safety and Workmen’s Compensation Acts to make compliance easier without exempting small businesses.

Benefits

According to Frank Bark, chairman of the NMC, the number of industrial councils declined from 114 in 1981 to 91 in 1999, while the number of employees covered by industrial council agreements declined from 1.27 million in 1981 to 866 600 in 1999.

Industrial councils regulate conditions of employment, minimum wages and other employee benefits while providing mechanisms for resolving disputes. They have been criticised for lack of flexibility and the inability of members to apply for exemption on economic grounds.

Companies such as Iscor, Afrifab, Highveld Steel and Usko are exempted from the National Industrial Council for the Iron, Steel Engineering and Metallurgical Industries, whereas micro-businesses are not.

"If large businesses are exempted from these agreements then I would like to know why small and medium-sized businesses have not been given the same rights," says Jan van Rensburg, general manager legal and administrative services, at the Small Business Development Corporation.

An Iscor spokesman says all exempted companies have their own house agreements.

"On balance, however, you will find that the conditions of employment enjoyed by employees of exempted companies compare with those covered by the industrial council agreements."