Services

Sector — Labour

1988 — 1989

South LABOUR



This newspaper vendor just got a wage increase. Sixty-eight other vendors were not so lucky

South 28/1-3/2/88

Vendors retrenched

SIXTY-EIGHT casual newspaper vendors were recently paid off in Cape Town by Allied Publishing, the country's largest distribution company, while 45 others were given permanent positions

This leaves only 290 permanent vendors to sell the Argus and the Cape Times

The retrenchment of the vendors followed negotiations between Allied and the Media Workers Association of South Africa (Mwasa)

Mwasa officials see the retrenchments as a loss, but pointed out that a number of victories had been scored by the union.

Not only was the union able to stall management for four months on the issue, but it ensured that casuals who lost their jobs were given "golden handshakes", while they would also be employed first should vacancies arise, a Mwasa shopsteward said.

Mwasa also claimed victory for "massive" wage increases of between R60 and R100 granted by the company. It amounts to an increase of about 66 percent.

According to Allied this raised the cost of street selling from 21 cents a copy to 32 cents

Allied's provincial manager, Mr J A Rayner, told SOUTH the retrenchments were an "internal matter".

"The retrenchments were done in consultation with the union," he said

Vendors were in the past recruited by delivery van drivers.

"It used to be a very casual thing - the sellers were just picked up on the way to town to fill up the team," a Mwasa spokesman said.

Many vendors are children.

A recent Leadership magazine survey has found that 40 to 50 percent were below the age of 16.

This is changing however.

Mwasa officials point out that due to union activity it is now unwritten policy that vendors should be over 17.

A few years ago a 14-year-old vendor, known as Ernest, who supported his family, was run-over and killed. A crew of vendors also burnt to death in the back of a van when it caught fire.

Some distributing companies now insure the lives of newspaper vendors, who each pay about 15 cents a week for insurance, a Mwasa spokesman said.

The permanent employment of vendors would help to formalise any future negotiations, he said.

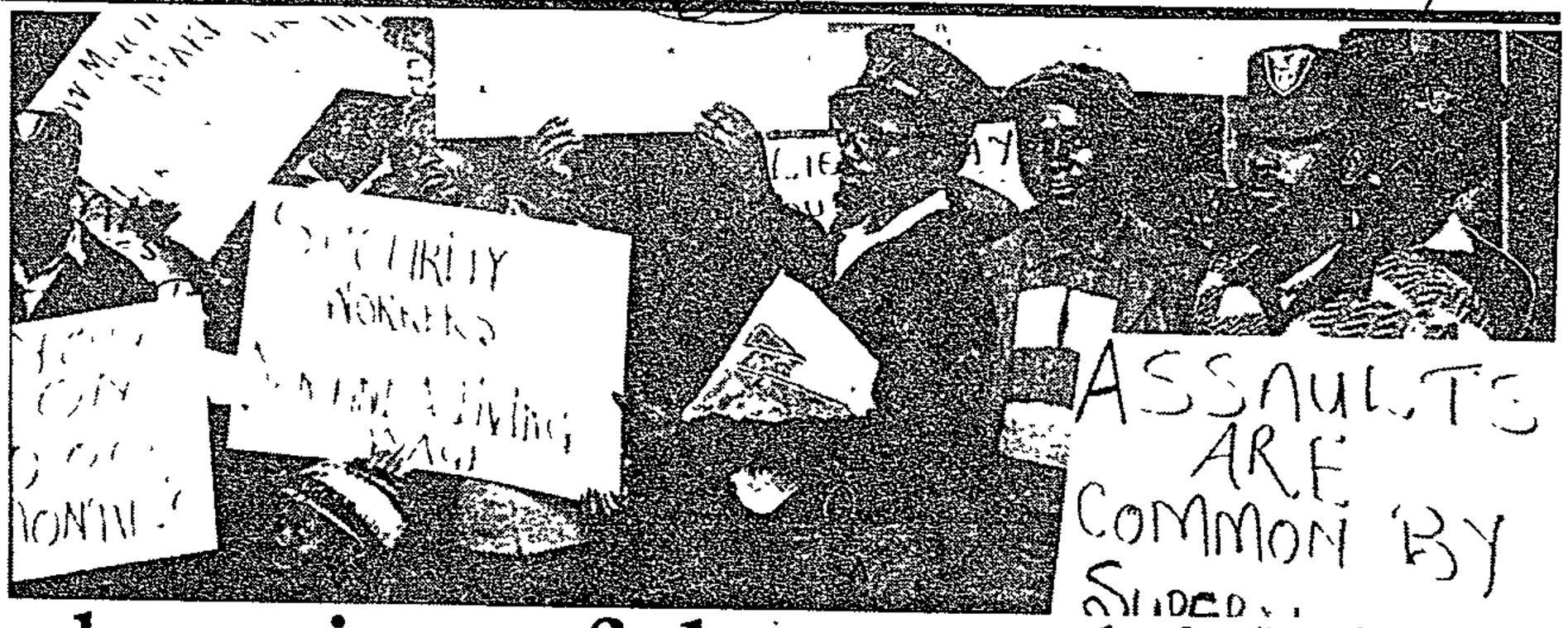
259 retrenched at Cape security company

Staff Reporter

PENINSULA Security Guards (PSG), the company which supplied security personnel to coloured schools during the 1985 school boycotts, has retrenched 259 workers following the expiry of a three-year government contract.

PSG chairman Mr X de Gouveia confirmed the retrenchments yesterday, and said his company had supplied guards to 234 schools. He was "guardedly optimistic" that the workers would be re-employed.

A spokesman for the Vukani Guards and Allied Workers' Union said shop stewards met yesterday to discuss support action, as negotiations between the union and PSG deadlocked earlier this week.



Security workers air their grievances outside the Wage Board hearing

Picture: MACKSON TSHIKAMBU

Just one of the demands for watchmen on guard all night: A chair to sit on

The short-changing of the guards

By EDDIE KOCH

EVERY month the *Government Gazzette* lists between three and 12 new companies joining the security industry which now employ 300 000 people, 90 percent of them black.

The upsurge in the activities of "fly-by-night" security firms, equipped with the trappings of a paramilitary force but lacking in professional standards, is troubling both trade unions and established security companies.

Jimmy Nuns, chairman of the SA National Security Employers' Association (Sansea), is worried about the harmful image that unprofessional operators give the industry. "Any person," he says "can employ half-a-dozen people, put them in second-hand overalls and sell them as security guards. They operate for about six months and then move on."

The Transport and General Workers' Union (TGWU) believes the situation is tolerated because the private firms police areas of the cities at little cost to the government while security forces are stretched to cope with counter-insurgency, township unrest and soaring crime rates caused by unemployment.

TGWU general secretary Jane Barrett says the operation of small security companies, which use uniforms, insignia and vehicles that resemble a police force, fits government policy of deregulation.

She notes that companies which have been operating for less than a year or employ less than 15 workers are exempt from the minimal regulations that do exist to control their labour practices.

The union's press officer, Kally Forrest, says 125 000 workers are employed by private companies that contract out their guards. The remaining 175 000 work for in-house security units. Her union has 6 000 members, mostly in the "contract" sector.

A study undertaken at the University of Cape Town in 1984 found 80 percent of "contract" security guards were paid less than half the minimum wage. Today the basic wage laid down by the government ranges from R187 to R262 a month, depending on the region the company is in.

Nuns disagrees with the union's assessment of how widely the law on wages is being breached but acknowledges that many small companies are paying below the minimum.

"However, members of Sansea are either paying the minimum or more," he said. Sansea members include Fidelity Guards, of which Nuns is a director, and two multinationals: British-owned Pritchard Security and the Australian company, Lodge Services.

"Another major reason for minimum wages being ignored," says Forrest "is that while security firms are mushrooming, the number of government inspectors employed to monitor conditions in those companies that are bound by the regualtions has dropped from 35 to five."

Wages for the industry are regulated by a government-appointed wage board which hears submissions from employer and worker organisations but does not allow for collective bargaining before making its determinations.

At a hearing of the board in Johannesburg last week, grievances voiced by the TGWU included low wages and that guards have to work a 60-hour week, mostly in 12-hour shifts. The union pointed out that employers can arbitrarily define certain tasks as "emergency work". In such work there is no limit on the hours that workers have to stand guard.

"This clause in the wage determination is frequently used by employers to force their watchmen to work beyond the 12-hour limit," says Barrett. "It in effect means guards can sometimes be at their posts for up to 48 hours at a time."

A major complaint tabled by the union at the wage board related to the exemption of small companies from its regulations. "The chairman of the board made it clear that the government was reluctant to drop the exemptions and, if anything, were keen to deregulate the industry even further," says Barrett.

At the hearing, the union made demands for the minimum wage of R262 to apply to all regions and asked for additional increases of between R185 and R210 a month.

It also demanded a 46-hour week; more overtime pay and higher meal allowances; paid maternity leave for the growing number of women in the industry — and a chair for watchmen, who the union says often spend their shifts atop an upturned tin.

The board has heard the union and employer submissions and will make new regulations for the industry at a later date. In the meantime Nuns says he hopes the implementation of a new law, the Security Officers' Act, later this year will control the activities of the fly-by-nighters.

"The Act will require all companies and their employees to be registered and will impose standards and a code of conduct on them that we believe will lead to much higher standards of professionalism in the industry."

The union has less faith in the law. TGWU is wary because the Act lays down a strict code of conduct for guards and requires companies as well as workers to be registered. People convicted of crimes are barred from being employed.

Barrett notes that between 10 and 40 percent of their members have been convicted, often for minor cases of assault carried out in the course of their duties.

"While employers have indicated they will apply the law with a great deal of discretion, we are concerned that it could be used against key individuals, like union shop stewards."

The TGWU has been holding talks with employer organisations about the possibility of setting up an industrial council for the industry, where employers and unions will be able to bargain collectively over conditions of work.

"The industrial council will be able to employ its own inspectors and have much greater clout in terms of ensuring that minimum conditions are adhered to," says Barrett.

19/6/85 Press (287)

R70 000 for security staff

By VASANTHA ANGAMUTHU

A DURBAN security firm has agreed to pay a backlog of R70 000 to 105 employees.

Negotiations between the National Council of Trade Union's Vukani Guards, the Allied Workers Union and React Family Protection Services resulted in the out-of-court settlement.

React has also agreed to work out a recognition agreement with the unions to consider union access to facilities, recognition of shop stewards at a plant-level and stop-order facilities.

Nactu spokesman Siza Ntshakala said the latest offer from React would be taken back to the rank-and-file membership for acceptance. He said membership had refused the first two offers from React.

"The new agreement of a total of R70 000 paid in a lump-sum to employees goes hand-in-hand with the other concessions the company agreed to. They have also agreed, with the latest offer, to include an across-the-board increase of R30-a-month to workers," he said.

The Vukani Guards and the Allied Workers Union applied in April to the Supreme Court for the backlog to be paid.

They union said the company had paid employees less than the wage set out in the Wage Determination Act, Security Services, of 1981, and had ignored recent changes in legislation by continuing to pay low wages for the long hours they worked.

The union said security workers were previously paid R262 a month for 60 hours a week, working either a 12-hour day from Monday to Friday, or 10 hours a day from Monday to Saturday.

According to the changed legislation, security workers should be paid at least R282 a month.

Judge calls for oral evidence in firings case

Supreme Court Reporter

A DISPUTE of fact in a court case between Coin Security and 75 sacked security guards led to a Supreme Court judge ordering oral evidence be led.

Mr Justice C T Howie made this order on Friday in an application by Coin Security (Cape) (Pty) Ltd to have 75 guards living in the company's hostels in Khayelitsha evicted and to interdict and restrain the guards from causing unlawful damage to hostels.

The guards, all members of the Vukani Guards' and Allied Workers' Union, said they had stopped work because the company had underpaid them and also that when Coin lost the SATS contract retrenchment of some of the guards was imminent.

They also claim that on September 19 the company, which was obliged to offer the guards food, was in breach of contract when it removed a food van before the guards had an opportunity to eat.

Mr L Rose-Innes, instructed by Brian Lutzno Kraus and Associates, appeared for the guards. Mr P Hazell, instructed by Silberbauers, appeared for Coin.

Business booms at seaside resorts

287 B/day 27/12/88

MARC HASENFUSS

COASTAL resorts are experiencing a boom with visitors streaming to the coast over the festive season.

Fedhasa executive director Fred Thermann reported a definite increase in holidaying over Christmas this year, with nearly all coastal hotels fully booked.

Thermann said holidaymakers were inclined to stay in one or two star hotels rather than the more expensive three, four or five star hotels this year.

Durban Publicity Association director Andrzej Kiepiela said almost 265 000 people had visited Durban this December.

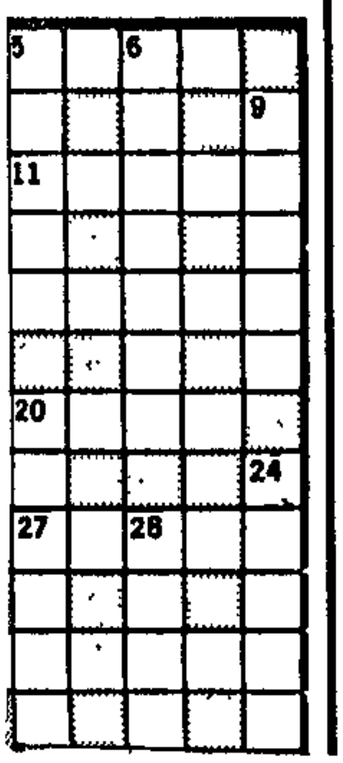
Cape Town was also having a good Christmas season with tourist figures expected to rise by 15-20%. Captour executive assistant Marion Kilder said almost all hotels in Cape Town were fully booked.

Kilder said an emergency hotel reservation scheme was introduced to cope with the numerous holidaymakers who arrived in Cape Town without making prior accommodation arrangements.

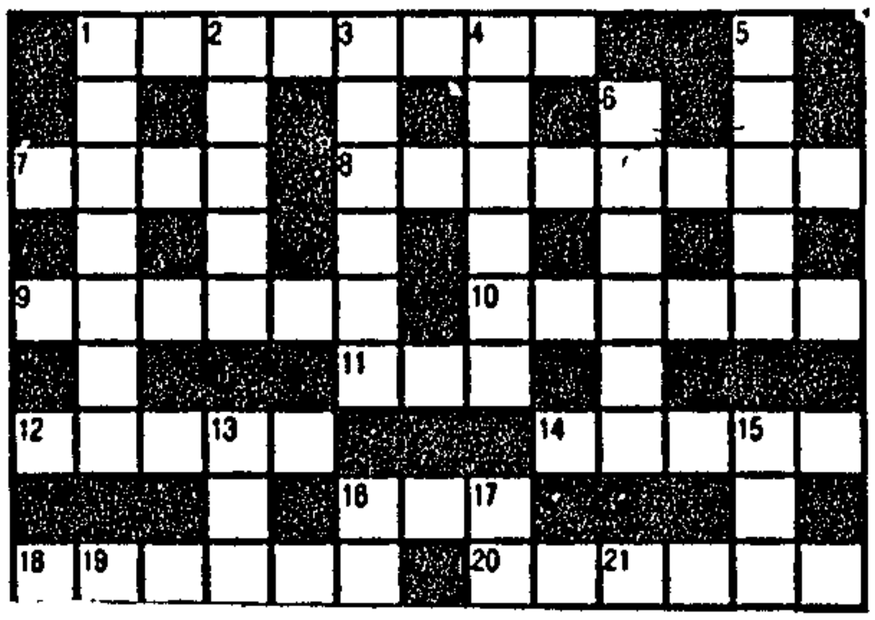
The Table Mountain cable car had had to open its ticket offices an hour earlier due to demand.

Port Elizabeth Publicity Association director Peter Myles said all indications were that visitors to PE had increased but figures were not yet available. He said hotels were running at a high occupancy rate.

Myles said caravan parks were still a popular venue for the holidaymaker in PE but trends showed a greater need for small cottages and rondavels.



There are two sets of clues, but the answers are the same



Concert security guards vicious

Cape Times 13/12/88

287

Staff Reporters

SECURITY arrangements at Saturday's ill-fated rock concert in Athlone, where a schoolboy security guard was knifed to death in front of horrified onlookers, have come under fire for being "deplorable and vicious".

"People who came to listen to the music were being ill-treated by the security personnel who sjambokked them," said a spectator who asked not to be identified.

"Women were also searched in public in front of the men and with no concern about their dignity," the spectator added.

Mr Morgan Nkosi, the owner of Thulani Guards, hired to provide security at the shows, denied the allegations.

"If you are being attacked by a man with a panga, you hit him with the sjambok," Mr Nkosi said.

Mr Nkosi said special screens were used to provide privacy when people were being searched, but he admitted that they might not have been used

"The guards might have forgotten them," he said.

The concert ended in bloodshed and chaos when 19-year-old secur-

To page 3

From page 1

Rock concert

Cape Times 13/12/88

287

ity guard Mr John Skosana from Soweto was cut off and surrounded during a running battle between security personnel and between 20 and 30 gang members.

Mr Skosana, who had just passed his end-of-year examinations and was expected to enter Std 9 at Sidetitas Secondary School in Soweto next year, was stabbed to death in front of several horrified witnesses.

A number of vehicles were also damaged and police had to use teargas to disperse people.

The Athlone show was one of several Lion Lager Road Show concerts being run in conjunction with Radio Xhosa. It was staged to raise money for disabled children.

Concert organisers refused to comment.

CAPE TOWN, MONDAY DECEMBER 12 1988

Concert murder victim a schoolboy

ARGUS 12/12/88

287

By EDWARD MOLOINYANE, ARNOLD KIRKBY and SHARON SOROUR, Staff Reporters

THE guard who was stabbed to death in front of 13 000 people at a rock concert in Athlone at the weekend was a 19-year-old schoolboy who worked for a security firm at weekends to earn pocket money.

John Skosana of Zone 1, Diepkloof, Soweto had just passed his end-of-year examinations and would have been in Standard 9 at Sidetitas Secondary School in Soweto next year.

His grieving mother, Mrs Lydia Skosana, a Johannesburg domestic worker, said her son told her on Thursday he was going to Cape Town for the weekend. That was the last time she saw him.

"I leave home very early and return late so I didn't see him on Friday," she said.

Mrs Skosana said that her son and some of his schoolmates had weekend jobs with the private security firm, Thulani Guards, to earn pocket money

Thulani Guards is owned by Diepkloof businessman Mr Morgan Nkosi

Many companies use the services of Thulani Guards and they are especially valued for music shows.

No-nonsense approach

The guards are known all over the Reef for their no nonsense approach and swiftness in dealing with bad elements.

Mrs Skosana said that John, the fourth of her eight children, was a quiet youngster [illegible] neighbourhood.

rity firm at weekends to earn pocket money.

John Skosana of Zone 1, Diepkloof, Soweto had just passed his end-of-year examinations and would have been in Standard 9 at Sidetitas Secondary School in Soweto next year.

His grieving mother, Mrs Lydia Skosana, a Johannesburg domestic worker, said her son told her on Thursday he was going to Cape Town for the weekend. That was the last time she saw him.

"I leave home very early and return late so I didn't see him on Friday," she said.

Mrs Skosana said that her son and some of his schoolmates had weekend jobs with the private security firm, Thulani Guards, to earn pocket money.

Thulani Guards is owned by Diepkloof businessman Mr Morgan Nkosi.

Many companies use the services of Thulani Guards and they are especially valued for music shows.

No-nonsense approach

The guards are known all over the Reef for their no nonsense approach and swiftness in dealing with bad elements.

Mrs Skosana said that John, the fourth of her eight children, was a quiet youngster who was loved by all in the neighbourhood.

John had just received his Standard 8 shool report and he had done well in his exams.

Friends neighbours and schoolmates, saddened by his death, gathered at the Skosana home today to share his family's grief.

Mrs Skosana said that funeral arrangements were being made. She understood that John's body was flown to Johannesburg yesterday but only Mr Nkosi had details at this stage.

Mr Nkosi was not available for comment today.

John was stabbed in front of about 13 000 spectators after a gang of between 20 and 30 entered the stadium on Saturday and started a fracas during a concert to raise money for disabled children.

Members of the Thulani Guards, who had been hired for a series of road rock shows, intercepted the gang and a running battle ensued.

One of the organisers, Mr Patrick Miller of Platform Promotions in Johannesburg, told police he heard screams and saw John Skosana being stabbed.

Stone-throwing

Police arrived and the concert erupted into a series of stone-throwing incidents. Windscreens and windows of cars were broken and teargas was fired, a police spokesman said.

More than 30 people were killed in a weekend of violence in the Peninsula and Boland. At least 15 were stabbed to death, including John Skosana.

A member of the crew of the harbour tug W H Andrag died after a freak cable accident in the docks on Saturday. Two other crew were seriously injured.

Mr P P da Sil Rebelo of Gardens died in Groote Schuur Hospital yesterday of head injuries and Mr Cecil Mouton of Vasco and Mr C J Pietersen of Pinelands are in Somerset Hospital with multiple injuries. Both are in satisfactory condition.

According to a spokesman for the Port Captain the accident happened after the tug docked a container ship in Ben Schoeman dock.

At least five people died in

(Turn to page 3, col 2)

Concert murder victim a schoolboy

(Continued from page 1)

road-related accidents and another was killed crossing the Cape Flats railway line in Pinelands.

Strong winds may have been responsible for the death of Mr J H Snyders, 68, of Goya Road, Delarey, Bellville, whose car overturned on the Caledon/Napier road on Saturday.

Mr Snyders was on his way to his holiday house at Arniston with his wife Elise, grandson Nico, 12, and a friend, Jaco, when his car and trailer left the road.

Mrs Snyders was taken to Caledon Hospital with slight neck injuries. The boys were unhurt.

Three members of a Khayelitsha family were burnt to death in their Site B shack after a man allegedly set it alight on Friday night.

A four-year-old boy, Siyabulela Mfihio, was shot in the head by an unknown gunman in KTC on Friday night.

A special constable, Mr Matorela Nxuseka, died when a colleague allegedly blasted him at close range with a shotgun during an argument in Nyanga on Saturday.

Security guard's plight

THE security industry comes to mind when one talks about sectors that are difficult to work in.

This is one sector in South Africa that is also characterised by abnormal working hours, low wages and management brutality on the workers, sometimes in the form of assaults.

When the struggle for May Day started more than a hundred years ago in Europe, workers committed themselves to shorter working hours which would culminate in 40 hours a week.

In many sectors today companies observe what May Day vigorously fought for.

Perhaps in line with the saying that to every general rule there is an exception the security industry refuses to respect May Day.

In terms of the Wage Determination which governs the security industry, employees are supposed to work for a minimum period of 60 hours a week. Most of them work for 12 hours a day to satisfy the required number of hours.

Their job covers mainly guarding premises in the middle of the night — unarmed. They look after cars at parking bays Briefly, being a security guard means death is always looming because thieves perceive you as an obstacle standing between them and the object they want to steal

Experience has shown that robbers and thieves will waste no effort to remove the security guard from their way.

By MOKGADI PELA

even if it means taking his life.

Wages are very low The minimum salary in the industry stands at R280. Management hides behind lack of education to justify the "slave wages," Mr Ndou remarked.

The workforce is usually drawn from the Bantustans because "Golden City" boys feel it as a low class job

Another aspect adding to the plight of the security guards is unfair labour practice they have to endure daily According to officials of the Vukani Guards and Allied Workers Union, Mr Sam Ndou and Miss Tshidi Boikanyo, some people are dismissed for simply belonging to the union.

Mr Ndou said some company officials even assault their black employees. On December 1, last year the Rand Supreme Court ordered a Callguard Security Services manager and supervisor not to assault or victimise workers who had joined VGAWU

The Rand Supreme Court also ordered Mr K Jeacocks and Mr E Nel to show cause by February 16 why the interdict should not be made final Union officials alleged that the two had severely assaulted Callguard employees who had been distributing union membership forms.

To this day the sector does not have an Industrial Council. This is the machinery through which disputes in the industry would be legally resolved Mr Ndou explained that his union pulled out of talks that were aimed at establishing the Industrial Council because of the attitude of the employers body, namely South African National Security Employers' Association (Sansea).

He said Sansea refused to commit itself to the principle of negotiations at plant level, i e between its members and the union for the purpose of collective bargaining.



TSHIDI Boikanyo . . . Vukani typist and official looking after workers' interests.



MR SAM Ndou . . . black security guards work under terrible conditions.

Coin application for guards' eviction fails

Supreme Court Reporter

AN urgent application in the Supreme Court by Coin Security (Cape) to evict 75 sacked security guards from their Khayelitsha hostels has been dismissed with costs.

Coin Security brought the application against the Vukani Guards and Allied Workers' Union, on the basis that there was an unlawful work stoppage between September 19 and 21 this year, which was in breach of contract.

The security guards' employment was terminated as a result, Coin said

Coin said that, in terms of the employment contract, accommodation was provided at three hostels in Khayelitsha, but the security guards were no longer entitled to live there and asked for an urgent eviction order.

The workers said the reason for the work stoppage was that Coin Security had been in breach of contract by failing to pay them the minimum wage.

Passing judgment, Mr Justice G Friedman said that because no evidence had been led, he had to accept the version of the workers as it appeared on the papers.

Security firm fails in bid to evict workers

Supreme Court Reporter

A SECURITY firm lost an urgent application to evict 75 employees from its hostel in Khayelitsha after the Supreme Court found the company had breached its employment contract with the men.

The application by Coin Security (Cape) was dismissed yesterday by Mr Justice Friedman, who ordered the firm to pay the costs of two counsel.

The application followed a stayaway by workers on September 19, 20 and 21.

Coin dismissed them on September 24.

At an earlier hearing Coin alleged the stayaway resulted from a company warning that workers would be retrenched after a security contract with SA Transport Services was not renewed.

The company said the stoppage was unlawful and a breach of the employees' contract. Coin was thus entitled to evict the workers from the hostel.

UNDERPAYMENT

The employees alleged the stayaway was in response to underpayment of their wages and a breach of contract by Coin in not supplying them with food.

Mr Justice C T Howie postponed the case for oral evidence.

But this week Coin elected not to call oral evidence and Mr Justice Friedman said as no evidence was being led he had to accept the workers' version.

He held the workers were entitled to refuse to work because of Coin's material breach of contract.

The court found Coin could not evict the employees as they still worked for the company.

Petty apartheid challenged

JOHANNESBURG. — The debacle surrounding the Boksburg town council's return to Verwoerdian apartheid will be raised in Parliament during the coming session when a Private Member's Bill tabled by Yeoville PFP MP Mr Harry Schwarz is debated.

Mr Schwarz announced yesterday that he had submitted the bill, which seeks the scrapping of the Reservation of Separate Amenities Act and beach apartheid, in response to the decision by Boksburg to bar blacks from its public facilities.

REPUBLIC OF SOUTH AFRICA

REPUBLIEK VAN SUID-AFRIKA

Government Gazette
Staatskoerant

Selling price • Verkoopprys
(GST excluded/AVB uitgesluit)
Local **50c** Plaaslik
Other countries **70c** Buitelands
Post free • Posvry

Registered at the post office as a Newspaper

As 'n Nuusblad by die Poskantoor Geregistreer

Vol. 286 PRETORIA, 3 APRIL 1989 No. 11819

GOVERNMENT NOTICE

SOUTH AFRICAN POLICE

No. 674 **3 April 1989**

SECURITY OFFICERS ACT, 1987

APPOINTMENT OF MEMBERS TO THE SECURITY OFFICERS' BOARD

Under the powers vested in me by section 4 (4) (a) of the Security Officers Act, 1987 (Act No. 92 of 1987), I, Hendrik Gideon de Witt, Commissioner of the South African Police, hereby invite persons rendering security services and associations and organizations of security officers, for the purpose of appointing persons referred to in section 4 (1) (a) of the said Act as members of the Security Officers' Board, to submit to me during the period commencing on 3 April 1989 to 15 May 1989 in accordance with the format in the accompanying Schedule (directly or through any federation of such associations or organizations) names of persons who have pursued the occupation of security officer for at least seven years and who are competent and fit and proper, to be appointed as members contemplated in section 4 (1) (a).

Signed at Pretoria this 3rd day of April 1989.

H. G. DE WITT,
Commissioner of the South African Police.

SCHEDULE

Proposals should be forwarded in writing to the Commissioner of the South African Police, Private Bag X267, Pretoria, and be accompanied by documentation incorporating the following particulars, namely:

(1) A *curriculum vitae* of the nominee giving full particulars of all educational qualifications, particularly those pertinent to the security industry.

(2) Particulars of experience in the security industry showing dates of commencement/termination of service and job responsibility.

320—A

GOEWERMENTSKENNISGEWING

SUID-AFRIKAANSE POLISIE

No. 674 **3 April 1989**

WET OP SEKURITEITSBEAMPTES, 1987

AANSTELLING VAN LEDE IN DIE RAAD VIR SEKURITEITSBEAMPTES

Kragtens die bevoegdheid my verleen by artikel 4 (4) (a) van die Wet op Sekuriteitsbeamptes, 1987 (Wet No. 92 van 1987), nooi ek, Hendrik Gideon de Witt, Kommissaris van die Suid-Afrikaanse Polisie, hierby persone wat sekuriteitsdienste lewer en verenigings en organisasies van sekuriteitsbeamptes uit, met die oog op die aanstelling van persone bedoel in artikel 4 (1) (a) van genoemde Wet as lede van die Raad van Sekuriteitsbeamptes, om gedurende die tydperk vanaf 3 April 1989 tot 15 Mei 1989 ooreenkomstig die wyse soos in die Bylae hierby uiteengesit (regstreeks of deur bemiddeling van 'n federasie van sodanige verenigings of organisasies) name van persone wat minstens sewe jaar lank die beroep van sekuriteitsbampte uitoefen en wat bevoeg en geskik is om as lede beoog in artikel 4 (1) (a) aangestel te word, aan my voor te lê.

Geteken te Pretoria hierdie 3de dag van April 1989.

H. G. DE WITT,
Kommissaris van die Suid-Afrikaanse Polisie.

BYLAE

Voorstelle moet skriftelik gerig word aan die Kommissaris van die Suid-Afrikaanse Polisie, Privaatsak X267, Pretoria, en moet vergesel gaan van dokumentasie wat die volgende besonderhede bevat, naamlik:

(1) 'n *Curriculum vitae* van die genomineerde persoon wat volledige besonderhede beliggaam ten opsigte van alle opvoedkundige kwalifikasies, in die besonder kwalifikasies wat betrekking het op die sekuriteitsbedryf.

(2) Besonderhede ten opsigte van ondervinding in die sekuriteitsbedryf. Meld asseblief datums met betrekking tot dienstydperke asook beroepsverantwoordelikhede beklee.

11819—1

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID-AFRIKA

Government Gazette
Staatskoerant

Registered at the Post Office as a Newspaper *As 'n Nuusblad by die Poskantoor Geregistreer*

Selling price • Verkoopprys
(GST excluded/AVB uitgesluit)
Local **50c** Plaaslik
Other countries **70c** Buitelands
Post free • Posvry

Vol. 286 PRETORIA, 3 APRIL 1989 No. 11818

287

PROCLAMATION

by the

State President of the Republic of South Africa

No. 44, 1989

DATE OF COMMENCEMENT OF THE SECURITY OFFICERS ACT, 1987

Under the powers vested in me by section 37 of the Security Officers Act, 1987 (Act No. 92 of 1987), I hereby fix 3 April 1989 as the date on which the said Act shall come into operation.

Given under my Hand and the Seal of the Republic of South Africa at Cape Town this Twenty-ninth day of March, One thousand Nine hundred and Eighty-nine.

P. W. BOTHA,
State President.

By Order of the State President-in-Cabinet:

A. J. VLOK,
Minister of the Cabinet.

PROKLAMASIE

van die

Staatspresident van die Republiek van Suid-Afrika

No. 44, 1989

DATUM VAN INWERKINGTREDING VAN DIE WET OP SEKURITEITSBEAMPTES, 1987

Kragtens die bevoegdheid my verleen by artikel 37 van die Wet op Sekuriteitsbeamptes, 1987 (Wet No. 92 van 1987), bepaal ek hierby 3 April 1989 as die datum waarop genoemde Wet in werking tree.

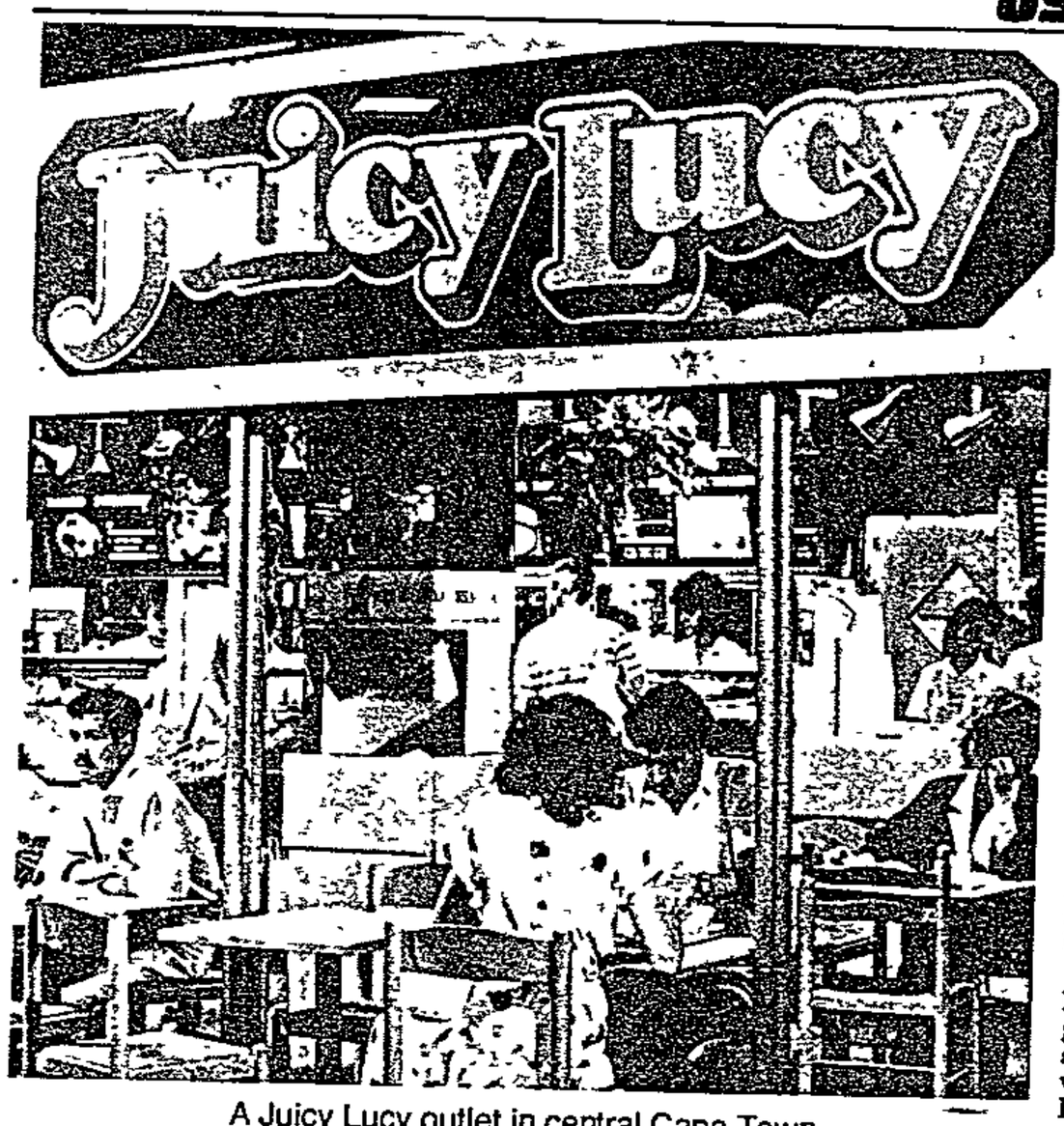
Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Kaapstad, op hede die Nege-en-twintigste dag van Maart Eenduisend Negehonderd Nege-en-tagtig.

P. W. BOTHA,
Staatspresident.

Op las van die Staatspresident-in-Kabinet

A. J. VLOK,
Minister van die Kabinet.

'Food's good, but pay's bad'



A Juicy Lucy outlet in central Cape Town

By CHIARA CARTER

HEALTH food specialists Juicy Lucy have been accused of "unhealthy" labour practices.

Casual workers employed over the festive season at the fast food chain's branches in Cape Town were shocked by their pay.

Some claimed they were paid R1,92 an hour instead of the R400 a month or in some cases, R2,50 an hour they were promised.

"I would have had to work 10 hours a day for 26 days a month to get R400. The owners are taking advantage of students desperate for work," said one casual who earned R150 for the month he was employed at Juicy Lucy.

The workers claimed they received no extra payment for working on public holidays.

"We were promised a bonus if we reached our target sales, but did not receive a cent extra," according to one worker.

Workers employed on a permanent basis at Juicy Lucy also complained about working conditions.

A counterhand who claimed she had worked at Juicy Lucy for three years received only R350 a month.

The workers alleged the company promoted workers to managerial positions at branches, but did not pay them accordingly. An assistant manageress earned R400 a month, while a manageress at another branch earned about R800 a month.

The workers also complained that the company did not provide them with transport when they worked late hours. They said they were made to accept leave instead of overtime payments.

Mr S Slade, general manager of Juicy Lucy in Cape Town, denied all the workers' allegations.

"Any contract entered into with an employee would be honoured by the company."

He had not received any complaints about underpayment, but workers were free to approach him if they were unhappy.

Slade said workers' allegations about low pay were untrue. It was difficult to provide a detailed response to workers' claims since the rate depended on the job people were employed to do.

He said workers were paid extra for working overtime and no employee was forced to take leave in lieu of overtime pay.

"All workers were paid extra for working on public holidays. Workers were provided with transport if this was necessary.

Slade said the company prided itself on a good relationship with its workers and had established channels for employees to voice their grievances.

• About 20 workers at the central Juicy Lucy kitchen in Cape Town went on strike last year to protest against conditions of employment.

KwaZulu workers plead for help

DURBAN — Hundreds of Kwazulu civil servants have asked Cosatu-affiliated unions to help them tackle problems relating to "poor wages and working conditions".

This follows complaints by members of the KwaZulu Public Servants Staff Association (Kwasa) last year that black civil servants were not earning the same salaries as their white counterparts

In the latest development more than 200 members of Kwasa have asked the National Education, Health and Allied Workers Union (Nehawu) to help them overcome their problems with the KwaZulu authorities.

The workers, including legal assistants, nurses, clerks and laundry hands, took their problems to Nehawu after a protest meeting in Durban last week.

A spokesman for the workers said they were "fed up" of having to accept government-created structures by the Public Service Commission.

He said workers had several grievances, including the suspension of three colleagues who had made press statements about the need for parity in salaries between black and white workers.

A spokesperson for the KwaZulu Public Service Commission in Ulundi, Mr B S Zondi, described the grievances as "serious allegations of which we are not even aware"

"These grievances were not brought to our attention The workers must follow the proper channels if they have any problems," he said.

– *PRESS TRUST*

Red Cross docks pay of strikers

By Sue Valentine

Striking workers at Red Cross House in Johannesburg have been paid only for the days worked this month, leaving many with reductions of up to 80 percent of their wages.

This follows a letter to strikers from southern Transvaal regional director Mr Neil Ross that they would not receive any pay for days not worked.

Workers went on strike three weeks ago following the dismissal of assistant regional director Mr Bongani Khumalo.

A spokesman for the South African Red Cross said workers were still on strike, but "every effort" was being made to resolve the dispute.

The SARCS denied earlier reports that council members had walked out of last week's council meeting in protest. The spokesman said three council members left the meeting early because of prior arrangements.

In a statement, the workers expressed their disappointment at the failure of regional chairman Mr Nigel Carman to meet them on Monday.

Red Cross strike: officials due to arrive in SA today

Staff Reporter

A six-man delegation of the International Red Cross was due to arrive in South Africa today for a four-day visit to look at problems in the local branch.

Their visit comes after recent developments within the Southern Transvaal region of the Red Cross, which resulted in the dismissal of Mr Bongani Khumalo, assistant regional director. The dismissal has resulted in 37 workers in the region going out on strike for more than four weeks.

The workers' demands include: the unconditional re-instatement of Khumalo; recognition of their union, the National Education, Health and Allied Workers' Union; the reimbursement of 80 percent of their salaries deducted while on strike; and an assurance that no workers would be victimised when they returned to work.

A source in the Henri Dunant Coalition (HDC) — a union of volunteers, members and employees of the SARCH — said that while in the country, the delegation from United Kingdom, West Germany, Sweden and Sierra Leone would acquaint itself with questions related to the mandate of the International Red Cross and the adherance by the national society of the ideals of that movement.

The source said the delegation would meet the leadership of the SARC at national level and in the southern Transvaal.

Red Cross branch adjourns meeting

By Sue Valentine

After a delay of nearly an hour while valid membership was checked, the extraordinary general meeting of the Southern Transvaal branch of the South African Red Cross held in Saxonwold, Johannesburg, last night, was adjourned.

Regional chairman Mr Nigel Carman apologised to the meeting of about 500 people, saying the executive committee had not expected such large numbers and given the circumstances, the purpose of the meeting would not be served as delegates would not be able to participate adequately in the proceedings.

Former assistant regional director for the Southern Transvaal and leader of the Henri Dunant Coalition (HDC), Mr Bongani Khumalo, proposed that the date and venue for the next meeting be decided upon by the regional council, which is due to meet on Monday.

The extraordinary general meeting follows disputes within the region over the dismissal of Mr Khumalo and allegations of racism within the SARC. Workers at Red Cross House in Johannesburg have been on strike for five weeks and are determined to achieve their short term demands.

These include the unconditional reinstatement of Mr Khumalo, full payment of strikers' salaries and recognition of the HDC as a body for resolving internal disputes within the SARC.

On Sunday a five-man delegation from the International League of Red Cross and Red Crescent Societies left South Africa after a four-day fact-finding mission.

HDC spokesman Md Belede Mazwai said the British member of the delegation had been shocked to see how little had been done towards the development of a site for a proposed Red Cross centre in Evaton. A British donation of £500 000 (about R2 million) was sent to the SARC a year ago — part of which was earmarked for the development of such projects.

Regional council members said the money had been given for use on a number of projects nationwide and this included five projects in the Transvaal.

They added the Evaton site had not been developed because it was unserviced. The electricity supply to the region was overburdened and they had received no commitment from the municipality on the provision of sewerage.

Red Cross strikers given 8 am deadline

By Sue Valentine

Striking workers of the Red Cross in Johannesburg were given until 8 am today to return to work or face disciplinary measures.

The workers have been on strike for six weeks at Red Cross House in Johannesburg in protest against the dismissal of the assistant regional director, Mr Bongani Khumalo, as well as against "racist" practices and policies in the organisation.

The regional chairman of the southern Transvaal region of the Red Cross, Mr Nigel Carman, who has been negotiating with the workers, has resigned and the regional director, Mr Neil Ross, has taken several weeks' leave of absence.

The administration is now in the hands of acting director, Mr Danie Jacobs, but workers are reluctant to accept his ultimatum to return to work.

"How can we be expected to respond to an ultimatum from an acting director when all along we have been negotiating with Mr Carman?" asked a spokesman for the Henri Dunant Coalition, Ms Belede Mzwai.

She said an executive member of the HDC had pleaded with Mr Carman to resume his position as chairman because he was an approachable person with whom workers could negotiate.

Mr Carman was unavailable for comment.

Red Cross issues an ultimatum

Sowetan 19/6/89

287

By LEN MASEKO

THE South African Red Cross Society has issued an ultimatum to striking employees to return to work today — or face disciplinary action.

The ultimatum follows a six-week work stoppage by 37 employees of the society's Southern Transvaal branch.

Mr Danie Jacobs, acting regional director of the branch, said in a statement that the "illegal strike" was no longer acceptable and warned that further steps "must now be taken".

Crisis

He said no disciplinary action would be taken against those employees who heeded the ultimatum.

The 37 workers downed tools last month, demanding the unconditional reinstatement of Mr Bongani Khumalo, assistant regional director of the Red Cross' Southern Transvaal branch.

They also demanded, among other things, an end to discrimination in the organisation and recognition of their union, the National Education, Health and Allied Workers' Union.

Meanwhile, the 37 workers, meeting in Soweto yesterday, said they noted with concern "an apparent leadership crisis" within the organisation following the strike action.

They said Mr Nigel Carmen, chairman of the branch, had resigned unexpectedly and that Mr Neil Ross, regional director of the branch, was no longer manning his post.

The striking employees resolved to meet at the Johannesburg offices of the Red Cross today where they hope to hear the outcome of representations made to management.

Red Cross strikers will return to work today

287 By Sue Valentine 153

Striking workers at Red Cross House in Johannesburg have expressed reservations about dealing with the newly appointed acting regional director of the Southern Transvaal branch of the Red Cross, Mr Danie Jacobs, but have decided to return to work. Star 20/6/89

In a memorandum, the workers — on strike for six weeks and given an ultimatum by Mr Jacobs to return to work by 8 am yesterday or face disciplinary action — said they would not speak to Mr Jacobs, but their black regional council members would meet the region's vice-chairman.

In a statement issued yesterday afternoon, Mr Jacobs said workers had agreed to return to work today.

Red Cross strike: steps against workers

Disciplinary procedures are to be instituted against almost 40 workers of the South African Red Cross Society who ignored an ultimatum to return to work yesterday, according to the society's acting director, Mr Danie Jacobs.

Mr Jacobs said he could not as yet disclose what steps would be taken against the workers — who went on strike six weeks ago in protest against the dismissal of assistant regional director Mr Bongani Khumalo, as well as against alleged racist policies in the organisation.

Commenting on the charge of racism in its policies, Mr Jacobs said the movement did not accept or acknowledge its conduct was racist. It was an organisation committed to non-racialism.

Mr Jacobs confirmed yesterday that Mr Khumalo's former chief, Mr Neil Ross, had taken a leave of absence.

Mr Ross had been encouraged to "stand back from the immediate problem situation".

Mr Khumalo, who is also the president of the Henri Dunant Coalition, yesterday said while the coalition was challenging the Red Cross on its "racially dominant structures, leadership and activities," he still believed the SARCS had "a place in the South Africa of today and of tomorrow".

Responding to Mr Jacobs' denial of racism within the society, he said: "Claims and actions are two different things."

The focus of the society's services was on white facilities such as old age homes and creches, and the executive body was largely white, he said. — Sapa.

RED CROSS TO TAKE ACTION AGAINST 40

DISCIPLINARY procedures are to be instituted against 40 workers of the South African Red Cross Society who ignored an ultimatum to return to work yesterday, according to the society's acting director Mr Danie Jacobs.

Mr Jacobs said he could not as yet disclose what steps would be taken against the workers — who went on strike six weeks ago in protest against the dismissal of assistant regional director Mr Bongani Khumalo, as well as against alleged racist policies in the organisation.

Commenting on the charge of racism in its policies, Mr Jacobs said the movement did not accept or acknowledge its conduct was racist. It was an organisation committed to non-racialism.

Asked what steps had been taken to resolve the strike, Jacobs said the strikers had not followed the society's internal procedures and while the situation was damaging, the society felt there was little it could do.

"We do not acknowledge the basis of the strike. I have a very strong feeling that the striking workers hold the answer to the situation."

Jacobs confirmed yesterday Khumalo's former chief, Mr Neil Ross, had taken a leave of absence. Ross had been encouraged to "stand back from the immediate problem situation" after he indicated he was under pressure.

Khumalo, who is also the president of the Henri Dunant Coalition, yesterday said while the coalition was challenging the Red Cross on its "racially dominant structures, leadership and activities", he still believed the Sarcs had "a place in the South Africa of today and of tomorrow.

The Red Cross was "the greatest humanitarian movement on earth", he said, adding he fully supported the international movement's philosophy of humanity, impartiality, neutrality, independence, voluntary service and unity. — Sapa.

Hairdressers win their battle for wage increases

Labour Reporter

INCREASES of up to 100 percent on minimum wages have been awarded to hairdressing staff in the Cape Town region.

Employer proposals that January 2 and Easter Saturday become working days for the trade have been turned down.

These were the main results of an arbitration by Independent Mediation Services of South Africa after employers and the Hairdressers' Industrial Union deadlocked at negotiations to renew the main industrial council agreement.

The new agreement will run for two years, instead of three, with no provision for wage escalation.

In terms of the award, the minimum wage for unqualified hairdressers will rise to R470 a month from R330, qualified hairdressers go to R600 (R342), general assistants to R350 (R156) and receptionists from R300 to R500.

Salaries for other categories of employees, including apprentices, have also been increased.

Red Cross six set to resign

Sowetan 23/6/87 287

SIX Black members of the council of the Southern Transvaal region of the South African Red Cross Society have resolved to resign from the council pending a greenlight from the national executive of the Henri Dunacot Coalition (HDC) of which all are members.

A Press conference is scheduled for today but at the time of going to Press the venue had not been disclosed.

287

Councillors act on Red Cross strike

JHW 23/6/87

By Sue Valentine

Disciplinary procedures have been instituted against workers at Red Cross House in Johannesburg who have been on strike for seven weeks, the acting regional director, Mr Danie Jacobs confirmed yesterday.

Although Mr Jacobs said it was prejudicial to say anything at this stage, it was possible that some of the 37 strikers would lose their jobs as a result.

Black regional councillors have said they will resign after repeated attempts to reach an agreement with authorities within the Southern Transvaal region.

They have also resolved to take over the leadership of efforts by striking Red Cross workers to redress their grievances.

Spokesman for the councillors, Mrs Belede Mazwai, said they were awaiting ratification for these actions from the national executive of the Henri Dunant Coalition.

Ms Mazwai appealed to members of the Red Cross throughout the country to support their call "for an end to racism and racial domination" within the humanitarian organisation.

She said the strike was continuing. This week, Mr Danie Jacobs had claimed that an agreement had been reached.

Mr Jacobs said the strike had started without grievances being stated and it had never been clear what issue was being addressed.

Blind workers down tools

287

ABOUT 200 people, most of whom are blind, at the Natal African Blind Society in Umlazi south of Durban are on strike over demands for more pay.

The director of the NABS, Mr John Randles, said yesterday that the workers had been on strike since last Wednesday when they withdrew their labour and demanded more pay.

Sowetan 27/6/87

He said that the workers had been told to go back to work and await the executive committee meeting, scheduled to take place today. However, the attitude of the workers was that they would not work before then, he said.

Randles said that the committee would be able to give them money if there were any available.

He said it was illegal for the workers to go on strike, but he did not want to bring in the law

B Day 3/7/89 (287)

SABS backs code for industry

A CODE of practice for contractors in the security industry is being developed by the Integrated Fire and Security Systems Association (IFSSA), in collaboration with the SA Bureau of Standards (SABS).

The idea, says IFSSA chairman Bob Sienaert, is to ensure that electronic security systems are manufactured and installed to acceptable and proven standards.

When fully in place, the new system will provide a high degree of quality control in the industry.

"At the moment, if you're unhappy with the product or the workmanship, there is no procedure for lodging a complaint. You are the buyer and you take the risk.

"Because there have been no entry standards, a lot of unqualified people have been ale to set up shop and start doing business."

The situation is being dramatically improved through development of SABS specifications.

Once a specification has the SABS stamp of approval, it will be up to customers to decide whether they want manufacture and installation to the standards laid down. Customers who insist on SABS quality will have to pay more.

The IFSSA, a member of the Steel and Engineering Industries Federation of SA (Seifsa), represents mainly contractors for large corporate security systems.

287

Approved, competent installers for new list

A LIST of alarm installers approved by the SA Intruder Detection Systems Association (Saidsa) is to be finalised soon, says vice-chairman Sam Beard.

Those on the list, being drawn up at the request of the SA Insurance Association, will be approved as competent to instal and monitor intruder detection systems.

"Saidsa will introduce new specifications for methods and equipment involved in the installation of alarm systems," he says.

Companies and individuals considering a system will then have a list of member installers and laid-down standards.

Many problems encountered are often a result of poor on-going service. "Saidsa will examine applications for the approved list, with emphasis on the company's infrastructure and technical capability," says Beard.

B Day 3/7/89 (287)

Vlok will announce names for new security control board


ADRIAAN VLOK

MINISTER of Law and Order Adriaan Vlok is expected to announce soon the names of 10 members to serve on a new control board to administer the security industry.

The board, to be established in terms of the Security Officers Act of 1987, is expected to play a major role in cleaning up the industry.

Its image has been tarnished by the activities of a minority of "fly-by-night" operators who have seen in the clamour for security services a chance to make a financial killing.

The impending announcement on the constitution of the board has been welcomed by the SA Security Federation (Sasfed), the industry's umbrella organisation, which pioneered the move for regulatory legislation.

Six of the board's 10 members are to come from the security industry itself.

Organisations representing various sectors of the industry have submitted nominations — believed to number more than 50 — to the Commissioner of Police.

It is expected that a shortened list of nominees who qualify for board membership in terms of the Act will be forwarded to the Minister for final selection.

Of the four remaining members, one will be a senior officer of the SA Police.

Another is expected to be a legal representative from the Department of Justice, appointed in terms of the Internal Security Act No. 74 of 1983.

Since the industry will be represented by six members and the state by two, the final two members are expected to be chosen from the ranks of consumer organisations.

Announcement of the board's membership is understood to be imminent. It could come within weeks, says Roy Macfarlane, president of the SA Security Association.

"We believe the proper implementation of the Act will lead to much higher standards in the industry," he says.

"Anyone can come out of jail today and start a security company tomorrow.

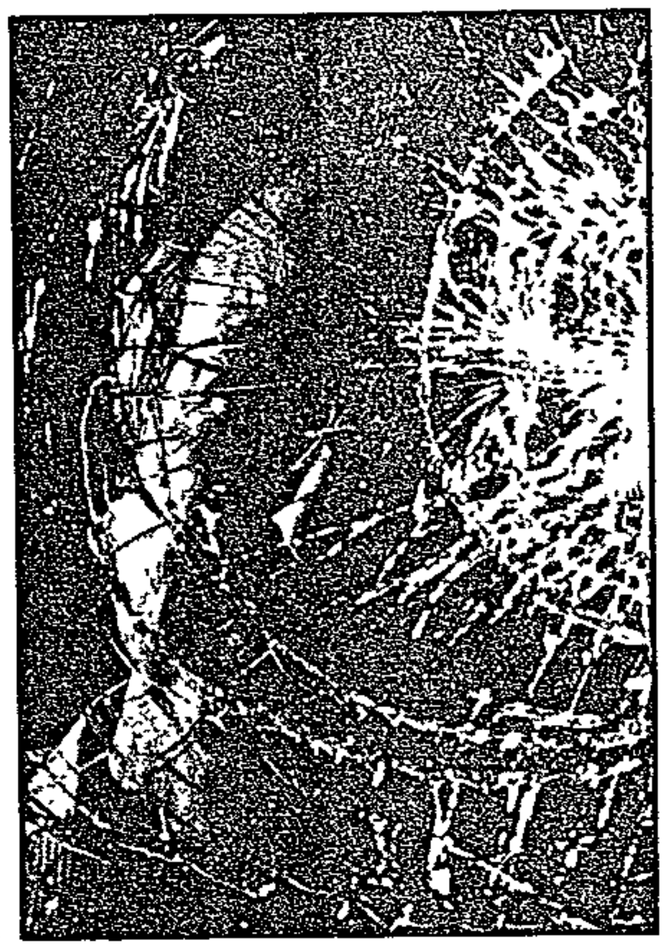
"A major difficulty at present is that, though there are some 15 reputable member associations in Sasfed, few have the necessary 'teeth' ".

There is no obligation on any security company to belong to an association, notes Sasa director Frank Sims Even member firms cannot be effectively controlled.

287

Business Day SURVEY

Law and Order Minister Adriaan Vlok has undertaken to become more involved in the burgeoning and increasingly sophisticated security arena. The industry, which has seen its image sometimes tarnished by slick operators "in" for a financial killing, is on the brink of several new developments and a new code of conduct. Also, the SA Society of Bank Officials has called for forum of organisations to make banks safer. ***MIKE HOLMES*** *reports on corporate security and access control.*



SA battens down security hatches

FEW areas of the national economy are expanding faster than security

More than a million South Africans are today directly and indirectly dependent on the security industry for their livelihood

For the past five years the business has mushroomed at upwards of 30% annually — and in an increasingly security-conscious environment, more of the same is predicted for the future.

Developments that spell gloom in other areas of the economy — political unrest, high inflation and rising unemployment — are grist for the security mill

More than 2 000 companies are now involved in manned security, material security and electronic security

It's a fragmented industry, with many sectors headed by as many associations.

Nobody has been keeping overall tallies, but an estimate that the industry is approaching R1bn a year in sales could be conservative

Barriers

The R1bn mark may well have been passed already, says Roy Macfarlane, President of the Security Association of South Africa (Sasa)

The biggest security sector in monetary terms is perimeter protection — providing barriers such as fencing and gates. Their share may be as high as R500m.



ROY MACFARLANE

Biggest in human terms is the guard industry "There are probably a quarter of a million people employed just in the private guarding business," Macfarlane estimates

Hundreds of firms with many thousands of employees are doing steadily increasing business in traditional areas — installing locks and safes, fitting burglar and fire alarms.

One of the fastest growing sectors is electronic security — involving access control, CCTV and a whole gamut of gee-whizz gadgetry for applications right across the security spectrum.

Many firms are now getting experts to advise them on the best way to integrate their security Consultants are putting together sophisticated security packages to meet specific needs.

The safety of bank employees and customers must be paramount in any security measures undertaken in the wake of the spate of bank robberies on the Witwatersrand

At its annual conference in Johannesburg, the SA Society of Bank Officials (Sasbo) called for the creation of a forum of organisations that could help make banks safer

Adamant

Sasbo is seeking a united front involving banks' management, Sasbo, the police, security consultants and other interested employee bodies

Many delegates were adamant, said Sasbo general secretary Ben Smith, that safety had to be the main consideration in any security plan

Some sound ideas for making banks less tempting targets were put forward.

A look in the eye

INCREASINGLY sophisticated methods of access control are being developed to keep out people who could be security risks

One involves a machine that can tell whether it's safe to admit a visitor literally by looking him in the eye

Security specialist Sam Beard says: "Apparently we all have different retina patterns, just as we all have different fingerprints." Now it's possible to programme 'retina prints' into a computer.

"When a caller arrives at a high-security area, he can be required to put his eye to an infra-red scanner that compares his retina pattern previously entered in the machine's memory.

"If his pattern is not already there, he doesn't get in."

Whereas in the past the taking and reading of fingerprints was a slow and often messy business, high-tech machines now do the job far quicker and with much less fuss

Another machine taking its place among the many access controllers on the market is the hand geometry scanner.

"You put your hand on the machine and it measures the palm and fingers for size and shape. It's quick and easy but the problem is that, in time, the hand changes and fingernails grow."

The latest handwriting readers scan a signature not only for individual idiosyncracies but also for pressure used in putting pen to paper.

Another ingenious machine is the spectrographic voice analyser (SVA) which is programmed to recognise the voices of approved individuals — and to reject all others.

The SVA, says Beard, is particularly useful where a person with security clearance is at some remote site, but needs to gain access to sensitive information at a central office

Among the more common forms of access control, fine for lower levels of security, are card readers and proximity systems.

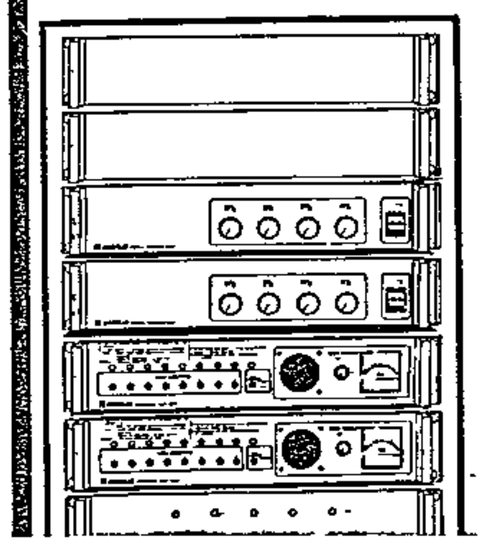
Card readers — and here there are seven or eight systems ranging from magnetic strip readers to infra-red optical systems — have the advantage of lower cost. Coupled with cost savings is flexibility.

Proximity systems require authorised persons to carry a transmitter that emits either a coded radio or modulated ultrasonic signal. The machine at the barrier recognises the code and allows the person through.

"This system is particularly useful where you're carrying something," says Beard.

MODULAR

INDUSTRIAL SOUND EQUIPMENT MANUFACTURED IN SOUTH AFRICA



EMERGENCY TAPE
OPTION FOR PRERECORDED MESSAGE TRANSMISSION

SIGNAL ROUTE UNIT
FOR LEVEL CONTROL PRIORITY AND TONE GENERATION

AMP TEST UNIT
AUTOMATIC SEQUENTIAL TESTING OF AMPLIFIERS

EVACUATION CONTROL PANEL ZONE

EVAC ALERT MIC

Millions being spent annually on laminated glass protection

MILLIONS of rands a year are being spent fitting SA buildings with special types of glass, plastic and film that can help save lives in accidents and attacks

The annual market for protective film that can be applied to existing windows is about R12m, says Leon Levy, MD of a company specialising in self-adhesive film

"Already about half the buildings used by the public have film applied to some or all their windows."

He estimates that 200 installers nationally are applying some 350 000 m² annually — almost 1 000 m² a day

Guarantee

His firm, Klingshield, has completed 30 000 installations since going into business after the Soweto riots

At first, he says, companies were concerned only existing windows; special laminated glass is most often used in new buildings

It's estimated that more than 70% of new installations are coming with such high-security facades, doors and windows Laminates and toughened plastics are much more expensive, but they are stronger and more durable, says Cyril Reid, manager safety and security glass, for Pilkington Shatterprufe "Ours carries a 10-year guarantee."

There has been a marked swing to laminated glass for new public buildings since the big Pretoria car-bomb blast, he says

After consultations with military authorities, his company did numerous tests

The upshot was a high-penetration resistant (HPR) laminate — two ordinary sheets of glass with a plastic inter-layer of tough polyvinyl butyral — manufactured in an autoclave.

The National Safety Glazing Council has drawn up guidelines to glass and plastic products that are suitable for a variety of safety and security applications, says spokesman Paul Bingle

It has divided them into four main categories of resistance — human impact, smash and grab, bullet, and bomb blast.

Costs

Installed costs/m², says Reid, are approximately standard glass, around R75 to R80; normal strength laminate; R130; and HPR, R160

Bullet and bomb-resistant multi-laminates are far more costly

Rapid response is 'open to abuse'

CONSIDERABLE growth has taken place in the last two years, notably on the Rand, in rapid response movements

One such organisation, Armed Response, has signed up more than 6 000 houses and business premises, says MD David Randston

But, like conventional guarding, rapid response activities are open to abuse.

Recalls Randston "One outfit that quickly disappeared used boys on bicycles armed with pangas."

Last month Fairland-based German Special Security Advisors (GSSA Eagle Watch) went into liquidation, its founder Bodo Rher reportedly wanted in West Germany to face fraud allegations.

(A new compay, GSSA Eagle Watch (Wits Holdings), has arisen, claiming no connection with the failed venture.

Recently too, the Sandton Chronicle newspaper carried a report on "ominous rumblings" about the service of Super Cops following allegations of bouncing cheques and staff resignations.

Now, says Randston, he and several others are in the process of establishing a South African Reaction Unit Association (Sarua) to help stamp out unprofessionalism and to control the industry

Looming larger still, says Macfarlane, is the need for quick implementation of the Security Officers Act signed into law in 1987

Industry spokesmen welcome the imminent appointment of a 10-member control board in terms of the Act.

The names of board members are expected to be announced soon by Law and Order Minister Adriaan Vlok.

The board will control entry into the security industry and set standards with which it will have to comply.

405 WOODMORE INC: D

INCR	INCR	N.D.	INCR	A
9/76	9/77	4/81	4/82	1
Drvr Ultra HMV				
0.00	0.00	0.00	0.00	0
0.00	0.00	0.00	0.00	
1	1	1	1	
Security Guard				
0.00	0.00	0.00	0.00	
0.00	0.00	0.00	0.00	
1	1	1	1	
Travel Rep				
0.00	0.00	0.00	0.00	
0.00	0.00	0.00	0.00	
1	1	1	1	
Travel Rep Asst				
0.00	0.00	0.00	0.00	
0.00	0.00	0.00	0.00	
1	1	1	1	

New probe of security guard who killed 25

By Dawn Barkhuizen

A third case of attempted murder is being investigated against an East London security guard who "justifiably" killed 25 people in the course of his work.

Police yesterday confirmed that three cases of attempted murder were being investigated and a number of inquests were pending into the deaths of suspected burglars killed by the former policeman-turned-security guard, Mr Louis van Schoor.

Weekend newspaper reports stated that Mr van Schoor had killed 25 and wounded about 75 people whom he suspected of being burglars, and that police were investigating two counts of attempted murder.

Details of the latest case involving a teenager could not be released because the matter was sub judice, Border police spokesman, Major Trevor Hayes said.

In a statement yesterday police said Mr van Schoor had attended 272 calls from silent alarms and had made a number of arrests.

In 25 of the cases where he used a firearm the suspects were fatally wounded. He was found to have acted justifiably in these cases.

'TRIGGER HAPPY'

On occasions Mr van Schoor was attacked by suspects, and was twice admitted to hospital.

Mr van Schoor's actions have been noted with concern by the South African Security Association (Sasa).

But Sasa administrator Mr Frank Sims declined to say whether Mr van Schoor was "just trigger happy or in the unfortunate position of having to fend for his life in all those instances" until he had established the full details of the killings.

He warned, however, of fly-by-night security companies which had sprung up recently, aiming to make a "fast re turn for a small outlay". Many of these companies were offering guards who did not have the necessary training.

Mr Sims said a loophole existed in current legislation making it possible for anyone with a gun licence to set themselves up as a security guard.

LAST RESORT

"We are very concerned that a person authorised to carry a firearm in this business be fully trained, know the law and only use a gun as a last resort."

He warned the public against opting for the cheapest service on the market, saying this could result in trouble.

Mr Sims said legislation is in the pipeline providing controls for the entire industry. Until such time the public should make use of firms affiliated to the SA Security Federation.

39 Red Cross men are fired

Soweton 14/7/84

287

THIRTY-NINE South African Red Cross workers on strike since early May have been fired after ignoring an ultimatum to return to work.

SA Press Association

The International Red Cross has expressed concern — saying they would be forced to view the matter from an international perspective and take a position once in possession of the details.

Dismissed workers have protested strongly and declared that their dismissal illustrated the "racial bias" of the South African organisation.

The action was announced yesterday with effect from July 11 by Mr Danie Jacobs, acting regional director of the Southern Transvaal region.

The group — all employees of the Southern Transvaal region of the South African Red Cross — is the largest to be fired from this branch.

The strike started nine weeks ago in protest against alleged racist policies in the organisation and the dismissal of an assistant regional director, Mr Bongani Khumalo. Khumalo's case is still under arbitration.

Jacobs yesterday said: "We regret the need for this action, but it was done through a process which was 'more than fair' . . . and after much compassion in allowing time for workers to return to work voluntarily."

Attempts to resolve the situation through a process of informal talks, written reprimands, an ultimatum and a series of individually scheduled displinary hearings had failed and it had been decided that the only action was summary dismissal, he said.

Ms Belede Mazwai, Red Cross counsellor and spokesman for the Henri Dunant Coalition of which the sacked workers are members, said: "This illustrates the racist nature of this organisation and that blacks were employed as mere tokens."

She said appeals to delay disciplinary hearings had been turned down and the workers had been fired without the knowledge of black counsellors.

Workers were yet to receive notification of their dismissal in the mail, she said.

A five-man delegation from the International Red Cross looked into the matter in June and made recommendations, the acting head of delegation for the Red Cross, Mr Meinred Shuter said.

The local organisation, although recognised by the international body, operates autonomously.

Over 3 worke

OVER 300 workers in several Multi-Serve outlets in the Transvaal are on strike following a wage dispute with management.

The workers demand a R200 across the board increment. Management is offering split increases of between R80 and R100.

The strike began last

Star 14/7/89

287

Strikers ignore ultimatum

39 Red Cross workers sacked

By Dawn Barkhuizen

Thirty-nine South African Red Cross workers on strike since early May have been fired after ignoring an ultimatum to return to work.

The International Red Cross has expressed concern, saying they would be forced to view the matter from an international perspective and take a position once in possession of all the details.

Dismissed workers have protested strongly and declared that their dismissal illustrates the "racial bias" of the South African organisation.

The action was announced yesterday with effect from July 11 by Mr Danie Jacobs, acting regional director of the Southern Transvaal Region.

The group — all employees of the Southern Transvaal Region of the South African Red Cross — is the largest to be fired from this branch.

The strike started nine weeks ago in protest against alleged racist policies in the organisation and the dismissal of an assistant regional director, Mr Bongani Khumalo. Mr Khumalo's case is still under arbitration.

Mr Jacobs said yesterday: "We regret the need for this action, but it was done through a process which was "more than fair" ... and after much compassion in allowing time for workers to return to work voluntarily".

Attempts to resolve the situation through a process of informal talks, written reprimands, an ultimatum and a series of individually scheduled disciplinary hearings had failed and it had been decided that they only action was summary dismissal, he said.

Ms Beledi Mzwai, Red Cross councillor and spokesman for the Henri Dunant Coaltion of which the sacked workers are members, said: "This illustrates the racist nature of this organisation and that blacks were employed as mere tokens."

She said appeals to delay disciplinary hearings had been turned down and the workers had been fired without the knowledge of black councillors.

Workers were yet to receive notification of their dismissal in the mail, she said.

A five man delegation from the International Red Cross looked into the matter in June and made recommendations, the acting head of delegation, Mr Meinred Shuter said.

Murder probe after autopsy

The Red Cross tries to do the impossible . . .



Mr Bongani Khumalo who is working on a doctorate.

STRIKING has become such a common phenomenon these days that I remember with nostalgia the year I took my job and career in my hands and joined the strikers

The journalists' strike that I joined took place in 1983, when acts like industrial arbitration or court action was not too common So we had to sweat it out for close to three months sans money, with the threat of losing our jobs, with the threat of the government closing the newspaper

It was traumatic.

Still even with the useful tools that workers and employers have today to reach speedy resolutions, going on strike is positively nerve racking. Nerves during the strike snap, people become desperate, some betray their fellows, some try to break the strike, there are fights and people have died.

On May 8 this year, a group of workers from an organisation that seems to have excluded itself from the sea change in socio-political movement in South Africa and perhaps the mega trends in the world, the South African Red Cross, went on strike.

THE action was spurred by the dismissal of the assistant regional director of the Red Cross in the Southern Region, Mr Bongani Khumalo

While the strike, like most such acts, was caused by disenchantment of the workers with various alleged acts of commission and ommission of the South African Red Cross (Sarcs) the strike was caused by a more profound reason

This thinking came from Mr Khumalo who had started what he termed the Henri Dunant Coalition.

The Coalition which managed to get support from community leaders, who are today part of its membership, had serious problems about the almost old fashioned manner in which the Sarcs was conducting its mission

The Sarcs is part of the larger international Red Cross movement which has principles that deal specifically in conflict The Red Cross tries to do the impossible job of resolving conflict while remaining neutral or at least unswayed by ideological orother interests, by the national or international. It is easier for the international movements to assume such neutrality in cases of conflict or war between nations It becomes profoundly difficult for the autonomous national Red Cross organisation to be neutral in cases of national or state conflicts

What is strange about the Sarcs is that it was sheltered from controversy while it holds perhaps one of the most controversial positions for a national body under the International Red Cross organisations

SOUTH Africa is typified by conflict, some would say even cases of civil war, South Africa is a divided society and the actors involved in organisations, be they political or philanthropic such as the Red Cross, have to deal with awesome contradictions ro resolve conflict

For many years, it would seem the Sarcs, has kept almost a timid low profile in such matters But this could not go on forever History has caught up with the movement, and the good thing is that the man behind the action for change, is black It had to be a black man, even if that sounds racist

The extraodinary thing about Red Cross strike -- and we have heard that it is firing the strikers - is that they are on strike not only for better working conditions, but on a question of principle

Mr Kumalo is a student of philanthropy In fact he holds a senior degree in Communications and Philathrophy

I MUST declare an interest in this matter Bongani Khumalo is also a good friend of mine and our thinking is fairly identical

We are always discussing the deeper philosophic elements in humanitarian endeavours. We both believe in the dignity of the individual. We are both striving to reach at an understanding to demonstrate our love for humanity. We are both black and we believe we have that ethic that makes such movements possible, ubuntu

While I am not a member of the Coalition, I am deeply involved in the thinking espoused by Bongani It strikes a familiar chord in my mind this distancing, this attempt at transcending the petty differences that make life so harsh for individuals

It is an impossible job in South Africa, that is why it must succeed It must succeed not only for those who are on strike today and might be losing their jobs but because we will then use this effort as a reflection to overcome conflict situations nationally and internationally

THE last thing Bongani Khumalo wishes to see is for the Red Cross in South Africa to collapse

He desperately wishes to reach a resolution, that must include some dramatic change in the way the organisation is run today

His job is in a way more difficult and yet easier that say mine He is using the principles laid down by the International Red Cross and Red Crescent Movement(IRCRCM) to fight his case

I am surprised that the international movement is being so timid, almost intimidated by what is happening here

It seems to me the battle of the Red Cross in South Africa is the battle of the Red Cross in the world It is the battle for men of good faith to run the type of movement, to assume the type of status that transcends petty differences in world affairs

I have only touched the tip of this argument I will perhaps ask Bongani Khumalo to be my guest in next week's On The Line



ON THE LINE

Aggrey Klaaste

International delegation probes Red Cross firing

287

By Sue Valentine

The firing of 39 striking workers at Red Cross House in Johannesburg is still being investigated by the international delegation of the Red Cross.

Mr Meinred Studer, acting head of the delegation, which is based in Pretoria, said they were deeply concerned.

"We are still trying to get details from the National Society. The structure of the Red Cross in South Africa is that each region is autonomous.

"The Southern Transvaal seems to be trying to treat the matter as a regional issue which does not affect the society as a whole."

Ms Belede Mzwai, a spokesman for the Henri Dunant Coalition (which is representing the workers) and a Southern Transvaal regional councillor, said they had been assured of the support of the international body.

"We have petitioned the national society and will be taking them to an extraordinary general meeting, but no date has been set yet."

A call for change

Sowetan 24/7/89

MR AGGREY Klaaste's On The Line is not appearing today. Guest columnist is Mr Bongani Khumalo.

WHEN I accepted invitation to discuss some of my thoughts on the concept of humanitarianism in this country in this column, I saw an opportunity to call upon all philanthropists in our country and throughout the world, in individual capacities and in organisations to heed the call for a humanitarian revolution.

Some of the main phrases in the definition of revolution are complete change, great reversal of conditions, and a fundamental reconstruction.

Short of calling for the International Committee of the Red Cross and the League of the Red Cross and Red Crescents Society to expel the South African Red Cross Society from the movement, the Henry Durant Coalition has requested the ICRC and Red Cross Movement to put in quarantine their recognition of the SARC as a national society and its affiliation to the league.

This would mean that its future will be put under serious reconsideration until the results of the extraordinary general meetings of its members in the Southern Transvaal on July 31, and at the national, possibly in July, are known worldwide.

The SARC in its present form is not acceptable to the majority of the people of South Africa and is in fact doomed.

An announcement was made recently, reportedly by Mr Danie Jacobs, referred to as the acting regional director, that the 37 workers on strike have now been fired.

Clear

We has always been very clear that that our white colleagues, fellowmen and volunteers generally never understood what the organisation which they have always been part of is about. The purported firing did not come as a surprise at all.

What inspired the workers to insist that they had genuine grievances and that these had not been addressed was the devotion of the elderly among the workers on strike. At least three of the workers who were on strike have worked for the society for at least 35 years each.

Up to this day they are only known to their colleagues by their first names. During the last eight weeks that my colleagues have been on strike they have enrolled hundreds of people from the black communities to become members of the SARC in the Transvaal region.

We are committed to our goal of ensuring a Red Cross organisation in this country which would abide by the ideals of the ICRC and Red Cross movement, and carry the mandate of the international movement in South Africa.

It has been very depressing to observe that the Namibia region of the SARC has hardly been involved in in a significant way in efforts to ameliorate the conditions of the combatants as well as the civilian population affected the conflict in the territory.

Indeed Namibia is one of the eight regions of the SARC. The international organs of the movement, namely the ICRC and league, cannot be effective in the absence of an efficent national society or its organs.

Those in the leadership and management of the movement in Namibia, Southern Transvaal and other regions have clearly demonstrated that many organisations and people in organisations founded on the noblest of philanthropic principles are not only insennsitive to the persons and needs of those they purport to serve, but are totally oblivious to the human suffering, and threats of human suffering which their groups had been created to eradicate in the first place. The Namibian Council of Churches had to be asked by the United Nations to set up programmes and structures to receive and care for the refugees.

Red Cross to meet

THE Southern Transvaal region of the Red Cross Society will hold an extraordinary general meeting today to discuss the desperate financial state of the body and the public's perceptions of the organisation.

The meeting may be a turning point in the history of the society, which has been bedevilled by problems including a strike.

The poor state of labour and human relations in the organisation's structures among volunteers and employees will also come under spotlight.

RED CROSS HIRES PR FIRM

SOUTHERN Transvaal region Red Cross chairman, Jean Roberts, yesterday said a "fair amount of damage" had been done to the society through "having to react" to allegations of racism by former employee, Bongani Khumalo, and a public relations company had been enlisted to prepare a response to reports made in the media over the last three months.

Mrs Roberts said the SA Red Cross was in danger of being "turned out" of the world body because of persistant allegations from black staff of racism.

Khumalo, a former assistant director of the southern Transvaal region of the Red Cross, was dismissed about three months ago. Thirty seven Red Cross workers, who staged a strike in protest against his dismissal have also been dismissed.

On Monday night 500 black members of the southern Transvaal region walked out of an extraordinary meeting of the Red Cross in Johannesburg.



Mr Bongani Khumalo

Mr Khumalo later told Sapa the members had walked out because their challenge to the body's executive committee over charges of racism were dismissed.

He said black members of the Red Cross would begin working independently of the white-controlled executive in black areas, using "whatever Red Cross equipment we can lay our hands on."

Sowetan 4/8/89

400 (275) (287) lose jobs

ABOUT 400 workers employed by a private cleansing company in Soweto were fired after receiving their three months outstanding wages on Wednesday.

The workers were hired by a company called ETCAR which, according to the Soweto council, had not been granted a cleansing contract with the council although it had applied.

The workers had been working for three months without pay.

Plight

Their plight was brought to the council two weeks ago when they protested.

Soweto mayor Mr Sam Mkhwanazi yesterday said the workers, or some of them, could still be re-employed by Etcar if the council engaged the company.

Survey

A survey to establish on whether to engage a fourth private company for the cleansing of Soweto should be hired is expected to be completed within 14 days.

Most of the people who were employed by Etcar were former employees oof the council who were fired during a strike last year.



Mr Bongani Khumalo speaking at a previous meeting of 500 black members of the society.

Sowetan 8/8/89

Khumalo on the attack

287

By ALI MPHAKI

THE South African Red Cross Society's extraordinary meeting held at the Rand Afrikaans University yesterday could be described as ridiculously naive or absurdly malicious, the president of the Henri Dunant Coalition (HDC) said .

Mr Bongani Khumalo said the national council of the Red Cross did not comply with certain provisions of the Articles of Association of the society, in terms of which the meeting had been requested.

He said contact would be made soon with the national council and the matter may go to court.

Khumalo led a walkout of about 500 black members of the Southern Transvaal region last week during an extraordinary meeting. The walkout was sparked off by what the members termed an apparent lack of commitment to the principles of the world-wide organisation by the Southern Transvaal region of the organisation.

Response

Meanwhile, the meeting at RAU was opened by the national president of the South African Red Cross, Mr Gurth Walton.

He said the meeting was called in response to a requisition received from 58 members of the society.

He said that because of provisions in the society's articles of association, it had not been possible to convene a formal extraordinary general meeting to consider matters raised in the requisition.

He said the meeting was an opportunity for all present to express their views on points set out in the agenda with the notice convening the meeting.

Optimism at talks on Red Cross dispute

Star 4/19/89 p28

Discussions yesterday between the national executive committee of the South African Red Cross and a delegation from the Henry Dunant Coalition were progressing well, former Red Cross assistant regional director Mr Bongani Khumalo said last night.

The two groups met yesterday morning at a Johannesburg hotel to discuss a three-month dispute in the Southern Transvaal region. Talks continued into the evening.

"There is a good basis for continued discussions with the leadership of the Red Cross," said Mr Khumalo, whose dismissal from the Southern Transvaal region three months ago sparked a protest and the subsequent dismissal of 30 workers.

REINSTATEMENT

The coalition, a union of Red Cross volunteers, members and employees which has accused the Southern Transvaal region of racism, has called for the reinstatement of the workers.

After earlier talks, legal proceedings to retrieve equipment being used by the dismissed workers were halted.

● Community groups met in Soweto yesterday to discuss the formation of a Red Cross workers' support committee. — Sapa.



Bongani Khumalo (left) addresses Red Cross workers at a function

Soweten 11/9/87

37 Red Cross workers rehired

287

THIRTY seven workers who had been dismissed by the South African Red Cross Society were reinstated with effect from today and constructive dialogue re-established after a four month long strike.

The workers had gone on strike on May 8 following the dismissal of Mr Bongani Khumalo, assistant regional director of the Southern Transvaal region of the society and president of the Henri Dunant Coalition (HDC). They were later officially dismissed on July 11.

A decision by the national executive of the SA Red Cross Society following a recommendation arising from talks between the HDC and representatives of the national executive of the SARCS to reinstate the 37 workers was accepted, said Khumalo.

"The workers who had gone on strike on May 8 following my dismissal, had been subsequently dismissed on July 11.

"During this four month period there was a breakdown in communications between the regional director, Mr Neil Ross, and the workers who are all members of the HDC which started in July 1988," said Khumalo.

Khumalo said since the constructive dialogue between the HDC and the national Red Cross executive he had "earnestly requested that his dismissal and the dismissal of the workers be regarded as two separate issues".

Mr Roy Sneesby, secretary general of the S A Red Cross Society, declined to comment on Khumalo's statement and said the society would be issuing a full statement today concerning the reinstatement of the 37 workers.

Star 12/9/89.

287



Some of the 37 Southern Transvaal Red Cross employees who were dismissed two months ago were seen to be happily back at work at Shanty Clinic in Orlando West, Soweto, yesterday.
● Picture by Herbert Mabuza.

Fired Red Cross workers back on the job

By Sue Valentine

Two months after being fired by the Southern Transvaal region of the Red Cross, 37 Red Cross workers were back on the job yesterday.

One of the terms under which they have been reinstated is that they will report to the SA Red Cross National Society's general secretary, Mr Roy Sneesby, before the end of the month.

Prior to resuming their positions at Red Cross centres across the Witwatersrand, a delegation from the workers met Mr Sneesby yesterday to discuss logistics and back-up services they will need for their work

These are to come from the national society rather than the Southern Transvaal region.

Payment for the period of strike and dismissal is believed to be under discussion.

Former assistant regional director Mr Bongani Khumalo, who claimed he was fired on racist grounds more than four months ago, has not been reinstated.

He left last night for talks with the International League of the Red Cross and Red Crescent Societies in Geneva.

It is believed his position will be reviewed upon his return.

● The annual meeting of the Southern Transvaal region of the Red Cross is set for September 27.

Thousands protest peacefully

Reef march 'a turning point in our history'

THE defiance campaign against apartheid entered a renewed phase on Friday when thousands of protesters peacefully marched in three major centres in the country

The largest and most colourful demonstration took place in downtown Johannesburg when between 20 000 and 25 000 people formed a human chain and followed their clergy leaders along a 2 km route to John Vorster Square.

Shops along the route shut down and traffic came to a halt as the ululating, dancing and banner-wielding crowd meandered down several streets to the police headquaters, where a memorandum against alleged police brutality was handed to the station commander

Peace was clearly the message of the day as thousands of black and white workers streamed out of office blocks to join the camaraderie and youths walked up to policemen in vehicles and shook hands

The event, described as "a turning point" by church officials, ended well after the lunch-hour

Permission for the march was given during a service in St Mary's Cathedral, although the organisers, the Standing for the Truth Campaign Committee, did not apply for permission

Banners displayed by people arriving at the cathedral demanded the release of all Wits detainees One carried the warning "Fascists beware – crush the AWB"

Just before the service got underway, streets around the cathedral were empty as traffic police diverted cars from the scene

Flags displayed by the crowd included those of the ANC, the SACP, the PAC and the Black Consciousness Movement Also to be seen was a large red flag bearing the hammer and sickle

The marchers were led by church leaders Dr Frank Chikane and Dr Peter Storey

The procession was supervised by marshals yelling through loudhailers and telling onlookers "this is a peaceful march"

Curious office workers peered through windows as the procession wound its way down the streets, and many people on the streets linked hands with the marchers and joined in

Among the protesters was a lone police reservist identified as a Constable Phillip Botha who carried a placard saying "Police against police brutality".

At a news conference after the march at the Central Methodist Church, leaders hailed the demonstration as a victory for peace

"Today has shown that we, as church leaders, and our people in general stand for the truth and peace," said Chikane

Storey described the peaceful protests around the country as "the turning point in the history of our land"

"I believe large doors turn on small hinges – and these protests must surely penetrate somewhat the consciousness of the people in power," Storey said

The memorandum handed by Chikane to Lt-Col Japie Basson at John Vorster Square tells Law and Order Minister Adriaan Vlok the majority of people are "frustrated by the rule of an undemocratic and racist minority "

It objected to alleged police brutality and called on the government to release all detainees, "particularly Moosa Valli Mohammed, Amos Masondo, Curnick Ndlovu, Titus Mafolo, Trevor Manuels and David Marumo"

SOL MORATHI reports that more than 2 000 people took part in a demonstration on Church Square in Pretoria on Friday

The lunch-time demonstration – the first of its kind on the square – was in protest against the state of emergency, detention without trial, and South Africa's discriminatory laws

The demonstrators were led by Archdeacon Peter Daniels of the Anglican church and lawyers from the National Association of Democratic Lawyers (Nadel)

Large numbers of police wielding batons arrived as early as 11am

There was no action until 12 45pm when the demonstrators grouped at the east end of the square

The crowd was initially small but swelled to more than 2 000 during proceedings

The demonstrators danced round the square.

The crowd dispersed from the square at 1 45pm and moved into the city, mainly along Church Street, still chanting and shouting slogans

They ended up at the corner of Bloed and Van der Walt streets where they regrouped a last time before dispersing. Police just looked on. – Sapa, Own Reporters



The Rev Frank Chikane addressing marchers on Friday. ■ Pic: BONGANI MNGUNI.

Cape mourns its dead

BY CHARLES MOGALE

ON Friday Cape Town community leaders were claiming 29 people had died in "election day" shootings allegedly by police and others

In the ongoing dispute about how many people died, community leaders slammed Law and Order Minister Adriaan Vlok's "insensitivity" for implying that "only" 15 people were killed – as if the figure was acceptable.

Cape lawyers put the figure at 18 but said several more bodies were awaiting identification

Vlok incensed Capetonians this week when he said women and babies had been put in the frontline by radicals intent on stopping people from voting

His claims were contradicted by self-confessed police spy Gregory Flatt, who alleged police often used "jump street" cops – policemen who infiltrate crowds to stir up trouble so the police have reason to act

Witnesses to last week's shootings were adamant there was no provocation

Leonard Rass, 13, of Klein Vlei, a mentally retarded pupil at Eros Cerebral Palsy School, was shot in the back when police opened fire on marchers, witnesses said

Patrick Miller, 13, of Bellville, was shot in the head after he had left home with a friend to buy bread at about 7pm A friend said a police van appeared around the corner and people started to run Patrick and his friend did not run away because "they had not done anything"

The Mathsabala family of Khayelitsha, Cape Town, was struck by tragedy twice in two weeks.

Nomthunzi Matshabala, 5, was shot while on an errand for a relative on election day

This week the family was plunged into more sorrow when a minibus full of gunmen with balaclavas attacked their shack in Section C and sprayed it with bullets A vigil was being held for Nomthunzi. Two mourners died before they could reach hospital Five others were wounded

Nomthunzi's aunt Iris Dyantyi said the little girl left the house after sunset when a white Cressida appeared and its passengers started shooting at random. Her son Mathews was hit on the foot, but he managed to run away

Little Nomthunzi was struck and she fell to the ground

"I will never forget her cries as she called out 'Mama, come and help me They have shot me'

"I dashed to her and saw that her stomach had been ruptured I carried her in my arms and fled with her from the scene But she died later," Dyantyi said



Sheik Nazeem

ousands protest pe

Reef march 'a turning point in ou

THE defiance campaign against apartheid entered a renewed phase on Friday when thousands of protesters peacefully marched in three major centres in the country

The largest and most colourful demonstration took place in downtown Johannesburg when between 20 000 and 25 000 people formed a human chain and followed their clergy leaders along a 2 km route to John Vorster Square

Shops along the route shut down and traffic came to a halt as the ululating, dancing and banner-wielding crowd meandered down several streets to the police headquaters, where a memorandum against alleged police brutality was handed to the station commander.

Peace was clearly the message of the day as thousands of black and white workers streamed out of office blocks to join the camaraderie and youths walked up to policemen in vehicles and shook hands

The event, described as "a turning point" by church officials, ended well after the lunch-hour

Permission for the march was given during a service in St Mary's Cathedral, although the organisers, the Standing for the Truth Campaign Committee, did not apply for permission

Banners displayed by people arriving at the cathedral demanded the release of all Wits detainees One carried the warning: "Fascists beware – crush the AWB"

Just before the service got underway, streets around the cathedral were empty as traffic police diverted cars from the scene

Flags displayed by the crowd included those of the ANC, the SACP, the PAC and the Black Consciousness Movement Also to be seen was a large red flag bearing the hammer and sickle.

The marchers were led by church leaders Dr Frank Chikane and Dr Peter Storey

The procession was supervised by marshals yelling through loudhailers and telling onlookers "this is a peaceful march"

Curious office workers peered through windows as the procession wound its way down the streets, and many people on the streets linked hands with the marchers and joined in

Among the protesters was a lone police reservist identified as a Constable Phillip Botha who carried a placard saying. "Police against police brutality".

At a news conference after the march at the Central Methodist Church, leaders hailed the demonstration as a victory for peace.

"Today has shown that we, as church leaders, and our people in general stand for the truth and peace," said Chikane

Storey described the peaceful protests around the country as "the turning point in the history of our land".

"I believe large doors turn on small hinges – and these protests must surely penetrate somewhat the consciousness of the people in power," Storey said

The memorandum handed by Chikane to Lt-Col Japie Basson at John Vorster Square tells Law and Order Minister Adriaan Vlok the majority of people are "frustrated by the rule of an undemocratic and racist minority."

It objected to alleged police brutali
the govern
all
Moosa Va
Amos Ma
Ndlovu, Ti
vor Mann
Marumo".

SOL
ports that
people
onstra
Square in
day.

The
stration –
kind on t
protest
emergency
out trial,
ca's di

The
led by A
Daniels
church
the Nat
Democrat

Cape mourns its dead

BY CHARLES MOGALE

ON Friday Cape Town community leaders were claiming 29 people had died in "election day" shootings allegedly by police and others

In the ongoing dispute about how many people died, community leaders slammed Law and Order Minister Adriaan Vlok's "insensitivity" for implying that "only" 15 people were killed – as if the figure was acceptable

Cape lawyers put the figure at 18 but said several more bodies were awaiting identification

Vlok incensed Capetonians this week when he said women and babies had been put in the frontline by radicals intent on stopping people from voting

His claims were contradicted by self-confessed police spy Gregory Flatt, who alleged police often used "jump street" cops – policemen who infiltrate crowds to stir up trouble so the police have reason to act

Witnesses to last week's shootings were adamant there was no provocation

Leonard Rass, 13, of Klein Vlei, a mentally retarded pupil at Eros Cerebral Palsy School, was shot in the back when police opened fire on marchers, witnesses said

Patrick Miller, 13, of Bellville, was shot in the head after he had left home with a friend to buy bread at about 7pm A friend said a police van appeared around the corner and people started to run. Patrick and his friend did not run away because "they had not done anything"

The Mathsabala family of Khayelitsha, Cape Town, was struck by tragedy twice in two weeks

Nomthunzi Matshabala, 5, was shot while on an errand for a relative on election day

This week the family was plunged into more sorrow when a minibus full of gunmen with balaclavas attacked their shack in Section C and sprayed it with bullets A vigil was being held for Nomthunzi Two mourners died before they could reach hospital Five others were wounded

Nomthunzi's aunt Iris Dyantyi said the little girl left the house after sunset when a white Cressida appeared and its passengers started shooting at random Her son Mathews was hit on the foot, but he managed to run away

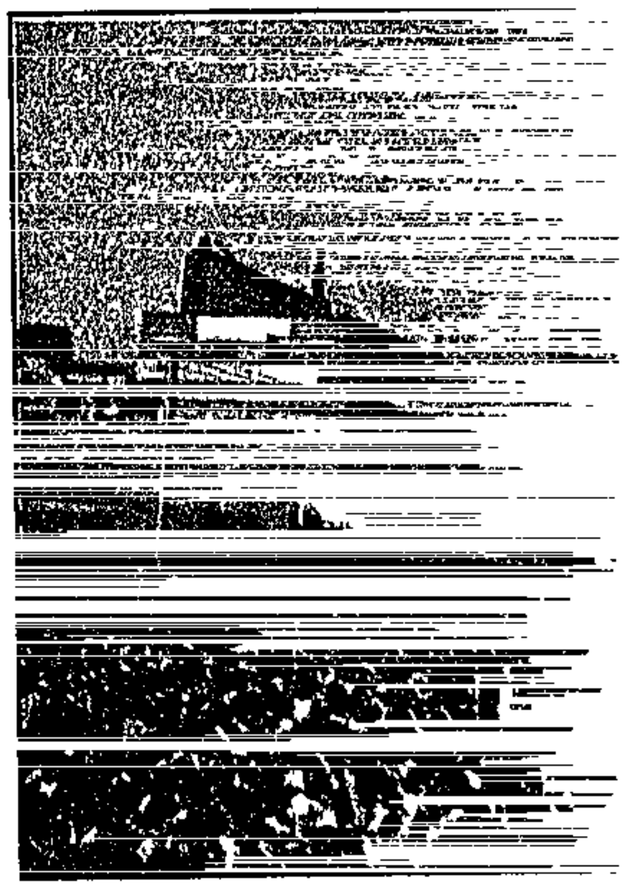
Little Nomthunzi was struck and she fell to the ground

"I will never forget her cries as she called out 'Mama, come and help me They have shot me'

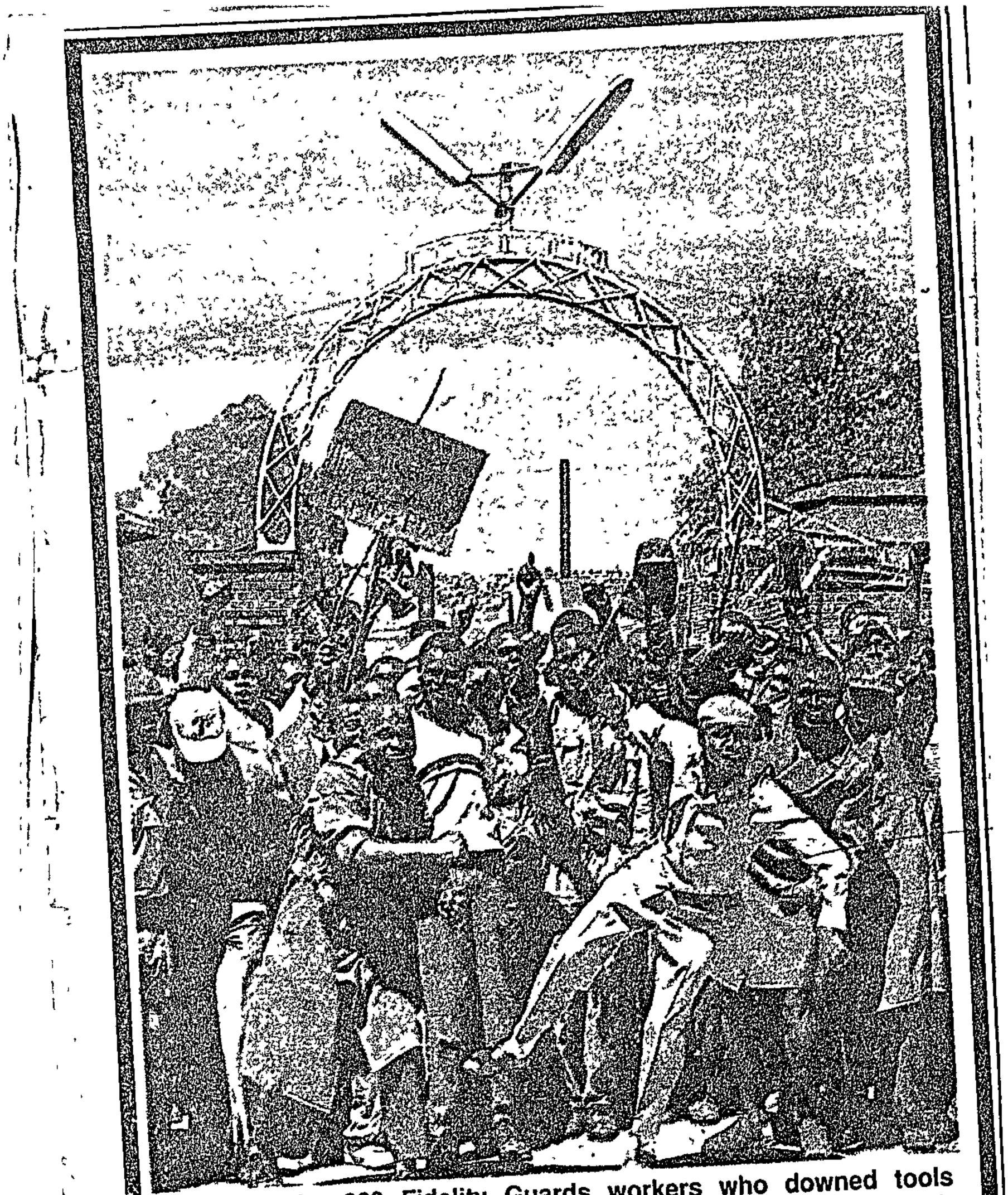
"I dashed to her and saw that her stomach had been ruptured I carried her in my arms and fled with her from the scene But she died later," Dyantyi said



Sheik Naxeem Mohammed, Archbishop Desmond Tutu and the Reverend Allan Boesak after the mass march in Cape Town this week. About 35 000 people took part.



The Rev Frank Chikane addressing



Some of the 800 Fidelity Guards workers who downed tools yesterday. They are demanding the dismissal of a supervisor, Mr Wilson Kwenda. The workers claim the supervisor is against unions. They have vowed to continue their strike until he is dismissed. Pic: ROBERT MAGWAZA

Sowetan 26/9/89

(287)

PE mLabour fraud

International Red Cross monitoring office for SA

THE Henry Dunant Coalition, which represents disgruntled workers at the SA Red Cross Society (SARCS), yesterday welcomed news that the international body would set up an office in SA to monitor progress towards non-racialism in the organisation. B | pm 30|11|89

"We welcome the opening of the league's office in SA and the formation of the Red Crescent Transitional Assistance Group," said the head of the coalition, Bongani Khumalo.

The protesting workers were fired and reinstated in September, when the coalition started dialogue with the SARCS.

However, in October the national executive of the SARCS dissolved the group that conducted negotiations with the coalition and again fired the 30 or so workers. — Sapa. (287)

SERVICES SECTOR _ LABOUR

1990

Families evicted from Joubert Park building

By Grace Rapholo and Jovial Rantao

About 24 families were yesterday evicted from the Heathgate Residence in Joubert Park, Johannesburg, by messengers of the court accompanied by police, for paying only a portion of the rent stipulated by the landlord.

The families, all members of Actstop, said no prior notice was served on them before they were kicked out. They were only issued with the court order when they were evicted.

The families, who had been paying R130 instead of R250 for one room, were yesterday packing their belongings on the pavement as they had no alternative accommodation.

BAD STATE

When evicting the tenants, messengers of the court took possession of goods they deemed equivalent to the rent owed by the tenants.

Mr Pressage Nkosi of Actstop said the families started paying only half of their rent four months ago because the building was in a bad state and was used for office as well as residential purposes.

He said Actstop has arranged an urgent meeting with lawyers representing the owner, Mr Umberto Frescura, in an attempt to reach a settlement.

Seven tenants evicted from the residence told The Star they had been employed by the caretaker, whose name they did not know, as security guards in the building.

They said they had not been paid their salaries since they were hired five months ago.

Mr Ricco Mhlophe, one of the security guards, said the caretaker told them they did not have to pay rent as they worked at the building. He said they were surprised when they were evicted.

"All I want now is my money and I will find alternative accommodation elsewhere. The caretaker promised to pay us R400 per month," he said.

Other security guards evicted are: Mr Dout Mlambo, Mr Henry Ndaba, Mr Vincent Ngcobo, Mr Phelani Moyo, Mr Gabriel Mhlophe and Mr Dennis Luphahla.

One of the residents, Mr S Mhlangu, said tenants decided to pay R130 instead of R250 because the building was old and was in a bad state.

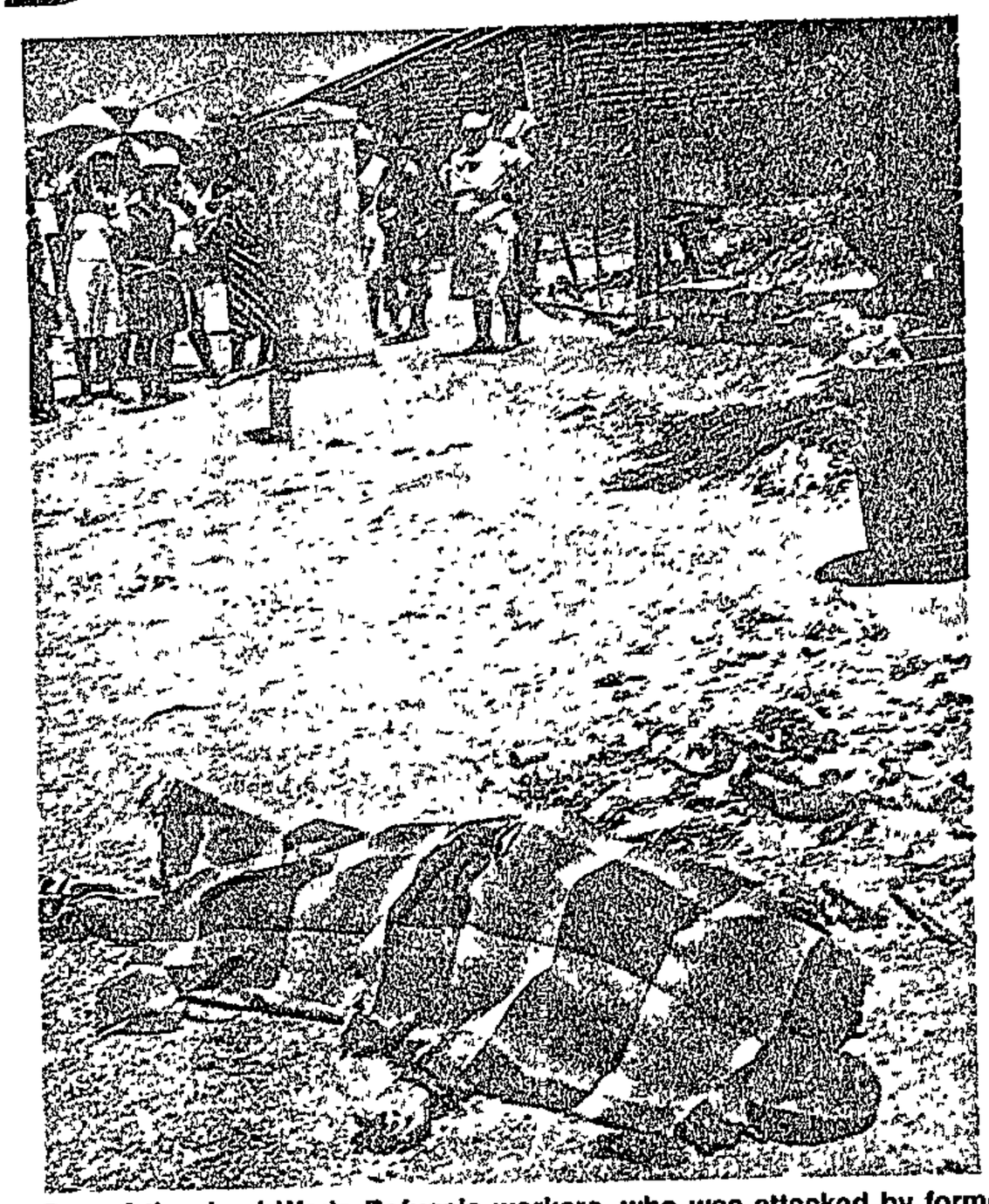
"We decided to pay less than the amount required because of the conditions we live in here. We arranged meetings with the agent who never turned up for a single meeting."

Mr H Raynal, a spokesman for lawyers representing Mr Frescura, said he could not say whether or not they were going to meet with Actstop because he was not sure what his client's attitude was towards negotiations was.

2 die in jobs war

287

Sowetan 22/2/90



One of the dead Wade Refusals workers, who was attacked by former workers, lies in front of a rubbish bin at Khatlamping Section.
Pic: MBUZENI ZULU

By PHANGISILE MTSHALI

TWO refuse collectors were yesterday killed and three others seriously injured when groups of workers who had been fired attacked them in Tembisa, Kempton Park.

The workers, employed by Wade Refusals, were doing their daily rounds in Mfuyaneni, Moedi and Khatlamping sections when groups of former workers attacked them with an assortment of weapons.

Strike

The director of Wade Refusals, Mr Jeff Masekwameng, said since he had dismissed the 70 workers in December for going on strike while per-

● To page 2



P.T.O.

The hidden bolts of any business

WOMAN

Black secretaries air their concerns

By SIZAKELE KOOMA

RELIABILITY, efficiency and loyalty were among a list of non-technical skills secretaries were told they should possess by speakers at the launch of a black secretaries' forum in Johannesburg.

Secretaries were encouraged by the speakers, among them social worker Malikolo Motumi and secretary Shirley Mamphiri, to "take challenges in their jobs with zest" and be "visible" in order to be noticed and have their contributions acknowledged.

The message in the motivational talk was an inspiration to about 100 secretaries present at the function with their bosses. But this advice is unlikely to permeate the work environment, with the general inadequacy of secretarial training.

Motumi acknowledged the crippling effect that inferior training had on black secretaries. The quality of education for blacks, she said, put them a step behind their white counterparts.

The advantage of a good educational background and growing up in an atmosphere which exposed them to the corporate world at an early age enabled white secretaries to be more efficient and confident in their jobs.



Social worker Malikolo Motumi.

Angie Makwetla, director of a Johannesburg-based commercial college, conceded that the quality of training offered by some colleges was superficial.

"The training is just basic and does not provide background information," Makwetla said.

Language

"Some fly-by-night colleges take it for granted that secretaries do not need to know the techniques of computers, for example. Trainees are simply shown how to insert a disk into a computer, which keys to press and are then told to write down what appears on the screen. There is no way a person who is computer illiterate can be taught this way."

Compounding sketchy tutoring and other inefficiencies in the training of black secretaries, said Makwetla, was the lack of interest by lecturers in the trainees as individuals. The language problem, she said, was taken as a natural handicap which could not be helped.

"Most secretarial students would allow a teacher to proceed with the lecture even when they do not understand - either because they have difficulty articulating their problem in English or because they are not confident."

"There are things peculiar to blacks that only a black person can understand," she said.

"Experience has taught me that most students would allow a teacher to proceed with the lecture even when they do not understand. They would not say so either because they have difficulty articulating their problem in English or they are not confident.

"If you cannot relate to them, their problems will probably go undetected and a whole class of black secretaries would leave the course having understood very little of what was taught."

Registration

People had to be very careful when choosing training institutions, she said. They should check the quality of training, the courses offered, material supplied and the ratio of students to the lecture equipment available in a class.

She said compulsory registration of commercial colleges and the appointment of a monitoring body could improve the quality of training for blacks.

South LABOUR

On guard against 'sinister' Act

287
South 3/5 - 9/5/90

By CHIARA CARTER

SECURITY guards are to mobilise against a recently-passed Security Officers' Act which guards have described as "sinister" and "totally unacceptable".

The Transport and General Workers' Union (TGWU) held several security guard meetings throughout the country last week to discuss the Act and to plan a campaign to improve wages and working conditions.

The present minimum wage in the industry is R413 for a 60-hour week.

A major focus of the campaign will be the demand for a central bargaining unit.

According to a TGWU spokesperson, employers are resisting the formation of such a unit because they fear it will strengthen the position of workers in the industry into which unions have made few inroads.

TGWU also intends to campaign nationally against the Security Officers' Act in terms of which all security guards have to register with a newly-established security board.

Guards will have to pay a registration fee of R25 which will increase to R70 next year.

The Act stipulates Std Six as the minimum educational qualification for a security guard. This excludes thousands of guards who do not have this qualification.

Guards who do not comply with a code of conduct may be fined or lose their jobs.

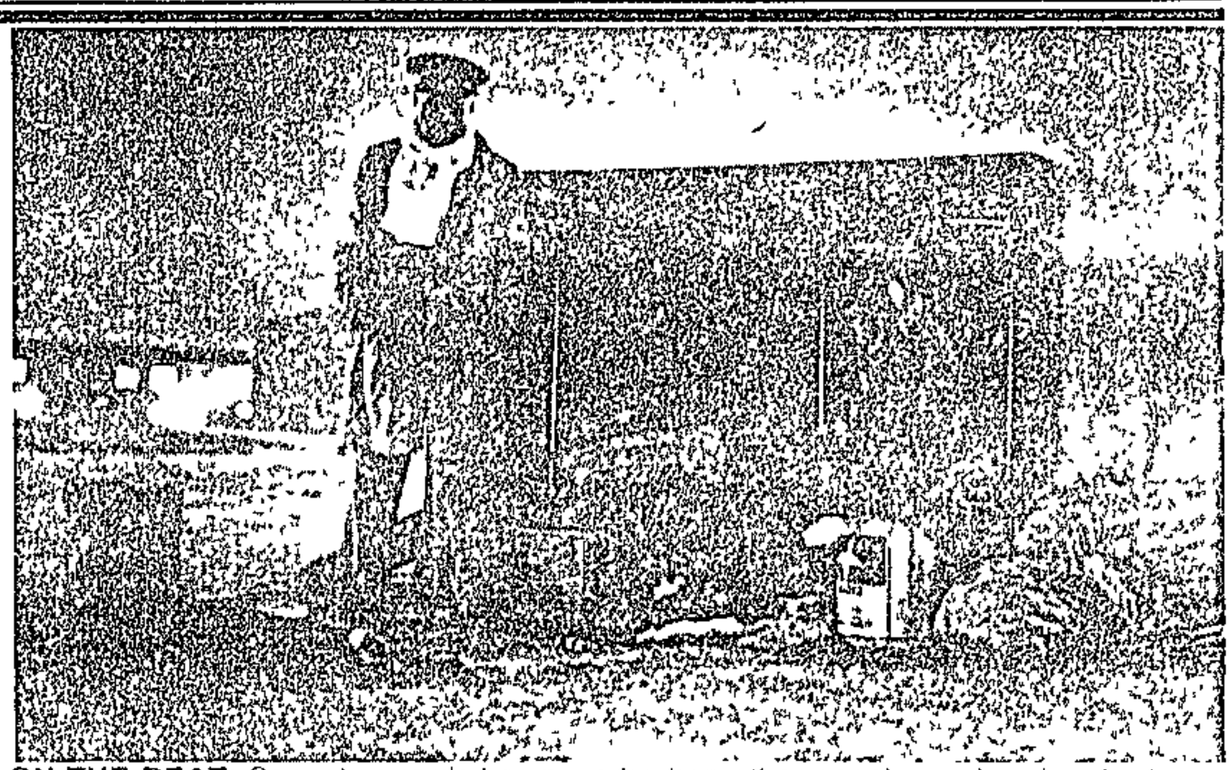
The board has requested a meeting with TGWU later this month.

A meeting of about 250 security guards in Athlone at the end of last week rejected this meeting on the grounds that guards had not been consulted when the Act was drawn up.

A TGWU spokesperson said the Act meant security guards became part of the state's security apparatus beside the South African Police, Defence Force and special branch.

Workers strongly opposed this, he said.

Stepping out of the shadows



ON THE BEAT: Security guards begin work when other people are heading for home PICTURES YUNUS MOHAMED

Soul 7/6 - 13/6/90

The working conditions and wages of security guards and cleaners are among the worst in any industry in South Africa.

Now, Cosatu affiliate, the Transport and General Workers' Union, is campaigning to improve conditions in the sector and to halt a new Act which, the union says, will turn guards into "para-police".

CHIARA CARTER examines the workers' grievances and the new spirit of militancy in the sector:

287



ON THE MARCH: Security guards and cleaners march to the Department of Manpower offices in Cape Town last week

AN "invisible workforce" this week stepped out of the shadows when thousands of uniformed security guards and cleaners marched through the streets of major centres around the country to highlight what unionists say are among the most oppressive working conditions in any industry in South Africa.

For most guards and cleaners, the day begins when other people are heading for home

"We are the workers whom other people forget about Many of us work a continuous nightshift, constantly facing darkness and fear," said Themba Tiya, a security guard with a Cape Town firm

Tiya sees his family only one day a week

The other six days he leaves his Khayelitsha home in the late afternoon, before his wife returns from work, to travel to the security company where he is employed

Baton

From here, he is taken in a van — with the patrol dogs — to a construction site which he patrols through the night

Always present is fear of what the night might hold Without a telephone, walkie-talkie or any form of communication, his only protection is a baton

During winter, his clothes are sodden because there is no shelter at the site and he is not given protective clothing

Like most guards, Tiya earns less than R400 a month for his 12-hour shift, six days a week

Like the thousands of security guards who took part in last week's march, Tiya is angry at the contradictions involved in guarding companies worth millions, while earning so little

"The money we earn is not enough to support a family on The company does not recognise that we do a dangerous job and are deprived of a normal family life My employer views me in the same light as the guard dogs," Tiya said

Unhappy

Not only are wages low in the industry, but overtime is almost unheard of Most guards work 12-hour shifts Sometimes they have to work double shifts -- meaning they are away from home for a full day

Provident funds and job security are unheard of

The guards are also unhappy about the lack of facilities, saying that in some cases there are not even toilet facilities

The widespread use of casual labour lends itself to even greater exploitation

But in an industry where unions have previously been unable to make significant inroads workers dare not speak up

They say any attempt to improve their working conditions means instant dismissal - hence Tiya's real name cannot be given

Last week, about 300 security guards were dismissed from Coin Security company in Cape Town after they attempted to join the protest march

Apartheid

The guards' bitterness is evident when they talk about their white counterparts

"Apartheid is alive in the security industry," one guard said

"There are whites whom we taught to become security guards Now they are called shift leaders and the companies classify them as clerical staff, while we are excluded from medical aid and pension schemes

Cleaners share the bitterness of the guards

They, too, operate in an industry without job security and earn low wages

They are unhappy with the health risk which working with heavy machinery and chemicals entails

Union wants minimum wage of R1 000 a month

Soul 7/6 - 13/6/90

DESPITE the difficulties of organising in the sector, the Transport and General Workers' Union (TGWU) says it has signed up more than 30 000 workers.

The union is campaigning for a minimum wage of R1 000 a month, a 40-hour working week and job security and benefits.

Wages are presently determined by the Department of Manpower's Wage Determination Board

clients Workers suspect that, if clients pay higher wages, this is not passed on to them

The employers argue that there is intense competition for contracts in the industry so that they have to keep wages down

TGWU wants a central bargaining council for the industry It is also campaigning for the scrapping of the recently-passed Security Officers' Act which, the

Earlier this month, the union met the newly constituted Security Board and the employer body, the South African National Security Employers' Association (Sansea)

TGWU told both bodies that the union wanted the entire Act scrapped as workers had not been consulted when it was drawn up.

As a compromise, they signed a letter from Sansea asking the gov

W|Mail 14/9 – 20/9/90

Security guards wary of Sob

287

A booming, previously unregulated industry suddenly finds it needs a legal body to protect the public from "fly-by-nights" and "unscrupulous operators", who as it happens are new entrants and smaller operations. Sound familiar? Over the years any number of industries have made these claims. This time around, it's the turn of the security business, reports **ROBERT LAING**

SECURITY guards who have not sent their registration and membership fees and a copy of their fingerprints to the Security Officers' Board (Sob) by April 1 1991 will be out of a job.

According to Sob, this will improve standards and protect the public from fly-by-night security companies.

However, unions say forcing unskilled people to pay fees and be fingerprinted to keep their jobs is a violation of human rights. Free-marketeers say the Security Officers' Act, which makes registration with Sob compulsory for anybody wanting to earn a living in security, will protect large security firms from competition and result in high prices.

The Security Officers' Act is an upshot of years of lobbying by industry leaders. The Act provided for Sob to be a "watchdog with sharp teeth" to register or bar security guards.

Sob has 10 members: six industry leaders selected by the Minister of Law and Order from a list of nominees, one senior policeman, one person appointed in terms of the Internal Security Act and two chosen freely by the Minister.

Transport and General Workers' Union information officer Kally Forrest says Sob is bizarre: "Minutes of the board's meetings are not shown to other security companies. The board secretly makes proposals which are rubber stamped by Law and Order Minister Adriaan Vlok.

"Security guards object to falling under the Minister of Law and Order instead of manpower. They fear being turned into some kind of para-military police force with no industrial council to protect their labour interests."

Forrest says many security guards live below the poverty line. The legal minimum salary is R413 a month, but some are only paid between R250 and R300. Sob's registration fee of R35 and its R70 annual membership fee will more than they can afford.

Security guards are already wide open to exploitation with regard to working hours. Besides often having to work a 60-hour week broken into 12-hour shifts, employers can arbitrarily define tasks as "emergency work" and force watchmen to work unlimited shifts.

The Sob has been set up as a watchdog to weed out "undesirables" — and keep them out. Sob chairman and Chub Holdings CE Dirk Ackerman says this only applies to serious criminals who have been convicted of armed robbery, murder or rape.

Forrest is sceptical: "I'm sure it will also apply to ex-political prisoners and people who have been held under the Internal Security Act."

Every member of the industry was initially ordered to register by October 11, but once the amount of administration needed to register an estimated 30 000 people was realised, the date was postponed to April 1 next year.



Watching the watchmen ... the shadowySob will regulate security guards

Coin Security MD Yvonne Lottering said in a statement recently that Sob was shunning its responsibility to oversee and monitor the security industry by postponing the registration date.

Lottering said: "One of the major problems is that the industry is currently infested with too many fly-by-nights, who are not in a position to provide a professional security service. The homeowner runs the risk of endangering his life or his property through blind trust."

Free Market Foundation senior researcher Nancy Seijas argues that by allowing maximum freedom of entry, an industry becomes automatically and adequately regulated by competition.

Union agreement a first for the security industry

MATTHEW CURTIN

THE first national union recognition agreement in the contract security industry was signed last week by Fidelity Guards and the Transport and General Workers' Union (TGWU).

TGWU information officer Kally Forrest said yesterday the agreement was a "considerable victory".

Fidelity Guards was the largest employer in the industry and the union had struggled to organise employees in what was a highly competitive sector in which new companies sprang up on a weekly basis.

She said employers in the security industry were perceived to have "reactionary" industrial relations attitudes as many were ex-servicemen.

The union was pressing for an industrial council which would facilitate the union's ability to deal with conditions in the industry.

The TGWU represented 2 250 security guards and had signed identical agreements for traditional guards and those protecting national key points.

Fidelity Guards human resources director Jimmy Nuns described the agreement as significant. It fulfilled the company's aim of rationalising industrial relations and would curtail labour unrest.

Nuns, who is also SA National Security Employers' Association president, said talks aimed at establishing an industrial council were already under way with the TGWU.

The recognition agreement was signed after a year of negotiations

Nuns said the industry should not be described as "reactionary", but employers were reacting to unions which had begun to mobilise security guards only in the past two years.

Meanwhile, a deadlock had been reached in negotiations between the TGWU and the Motor Transport Owners' Association (MTOA) at the Transvaal industrial council, Forrest said.

The union, representing 16 000 employees, has demanded a 35% increase on minimum rates and R207 and R260 a week across-the-board increases for general workers and drivers respectively. The MTOA had offered increases of 17% and 24% respectively on minimum rates.

Forrest said the parties had agreed on mediation to end the dispute and would meet on October 26.

LABOUR

Landmark agreement in cleaning industry

By DREW FORREST

EMPLOYERS and two trade unions have clinched a ground-breaking agreement to set up a national industrial council in the contract cleaning business.

The deal, involving the National Contract Cleaners' Association, Cosatu's Transport and General Workers' Union (TGWU) and Nactu's Brushes and Cleaners Workers' Union (BCWU), comes against the backdrop of mounting employer resistance to industry bargaining, and the demise or partial collapse of several industrial councils.

Earlier this year, about 8 000 Natal cleaners downed tools demanding a national council in the industry. It was also an issue in countrywide marches by cleaning and security workers in March.

Contract cleaners are covered by a wage determination, which sets minimum pay at R101 a week, and the TGWU alleges some employers pay below this. As there were few recognition agreements in the sector, the council would give the mass of workers negotiated increases for the first time.

TGWU media officer Kally Forrest said the council would cover about 25 000 workers in all areas except the Eastern Cape, where companies did not belong to the national employer body but were expected to join soon.

Representation on the council still had to be resolved, she said. The TGWU, with 10 000 members in the industry, wants proportional representation — a demand Forrest said employers appeared to back — while the 2 000-strong Nactu union wants equal voting powers.

Despite this, the employer body had agreed to negotiate on wages and conditions next month, she said.

Meanwhile, a dispute is looming between the TGWU and the SA National Security Employers' Association (Sansea) over union demands for a national industrial council in the contract security industry.

Forrest said the parties had met in May but that Sansea had repeatedly postponed a follow-up meeting. "We've written to them saying we want a meeting soon.

"If there's no response in seven days, we'll declare a dispute."

OCTOBER 1990

Guards on strike at farm

BLACK security guards at Zebediela went on strike yesterday after they were forced out of the houses of evicted workers, it was learnt.

The security guards, who had been living in mud huts, moved into the brick houses following the eviction of striking workers last Monday and Tuesday.

Early yesterday, entrance gates leading to the citrus estate were deserted as security guards sang freedom songs in a garage.

This dramatic development in the three-month-old strike followed Friday's decision by Potgietersrus magistrate Mr R Uys to rescind his earlier order granting Zebediela management the right to evict the strikers.

The magistrate's decision meant that the evicted workers should move back into their former houses.

New Act will lead to higher standards

BIPAM 29/10/90

287

THE security industry has largely escaped government regulation, but times are changing.

The Security Officers Act of 1987 requires that all security personnel, on an individual and company basis, register with a government appointed body called the Security Officers Board (SOB) which will be regulating the industry in the future.

Says South African Security Federation administrator Frank Sims: "The Act has proved controversial. It requires fingerprinting of all people and the payment of a R35 administration fee, as well as R70 for an individual.

"The unions are saying this is making their people pay to work.

"The government has loaned the SOB money to start operations, but says the board will have to be self supporting.

"Processing the applications is going to be a problem. The SOB sent out 70 000 application forms, though the federation estimates there may be as many as 150 000 people in the industry.

"The SOB has received only 4 000 applications back. All applications must be in by April 1 1991.

"There are going to be teething problems, but the establishment of the board will be good for the industry.

"It will be responsible for setting up a training board and setting standards for the industry — this should cut out a lot of the fly-by-night operators."

"The federation lacks the teeth to enforce standards. The most it can do is expel a member. The SOB can impose fines or even close a company down."

Fidelity Guards MD Roy Macfarlane says the SOB is a good move for the industry and will lead to higher standards.

"The fly-by-night operators will go under unless they follow the standards set.

"We employ 8 000 guards and the Act says the individual is responsible for paying the fees.

"The situation is leading to some conflict and the companies realise the impossibility of guards paying the fees.

Talks

"Talks are underway in an effort to resolve the situation.

"Neither guards nor employers wish to pay. At the end of the day, it will be the clients who pay the additional cost and they will be looking for an immediate kickback in the form of better service.

"However, it will take time for the SOB's actions to bite and improve standards across the board.

"The security firms are going to have to pre-empt the SOB and improve service, and this will add even more to the costs.

"As the SOB has yet to set the standards, the industry does not know what the additional costs will be."

Lodge Service MD Errol Ashman says the principle of the SOB is good and is forcing the industry to put its house in order.

"However, the system is slow and it will need to speed up procedures such as police checks on staff.

"We employ about 1 500 guards and the cost of paying their fees will be high. The issue of where the money will come from is important.

"I don't think you can expect the staff to foot the bill. If they are unhappy with their pay or conditions they may steal," says Ashman.

Keeping management in the picture

B Bday 29/10/90

INVESTIGATIVE security can be a great help to management, bridging the gap between executives and the workforce.

However, Security Service Consultants director Howard Griffiths says commerce and industry make too little use of the industry's services.

"There is always a budget for new fences or more guards, but investigative security is last in line.

"We investigate problems such as shrinkage, labour problems and industrial espionage. We are the client's ears.

"When looking into labour problems, we do not offer advice, that's the industrial relations expert's job.

"We look at the general feeling in the work force and pass the information on to the clients.

Pre-empt

287

"Often this information will enable the employer to pre-empt a strike.

"We are often accused of union bashing, but that is not our role and we have no problem with the unions.

"Unfortunately, with unions acting as the go-between in management-worker negotiations, management has tended to lose touch with its work force and its mood.

"We provide management with a new source of information.

"Another part of our task is to identify those who are intimidating the work force as well as those engaged in sabotage.".

Griffiths says the company has many sources of information, such as undercover agents.

Information from the agent network is correlated and often useful for putting together an overall picture.

SSC pays for information and has good contacts in the townships It also maintains good contacts with industrial relations consultants and universities.

Cautious

"A lot of companies are cautious about putting an undercover person into a company to investigate sabotage and labour difficulties.

"They are happy to use such skills for theft investigation, but the risk of exposure is the same.

"Our agents are fully aware of the risks they are running and are very careful," says Griffiths.

70 retrenched as broking firms merge

ANDREW GILL

SEVENTY people have been retrenched as a result of the merger of stockbroking firms Frankel Kruger Vinderine and Max Pollak & Freemantle.

Frankel Max Pollak Vinderine will be officially launched on December 1.

The new firm will have a staff of 250.

At the helm will be Leslie Frankel as chairman and Sidney Frankel as CE, with David Shapiro and and Geoff Rothschild coming in as joint MDs.

Max Pollak partner Archie Shapiro is to retire after 57 years in the industry, but will take an active role as a consultant.

All other directors of the two firms will continue as directors in the new firm.

The move comes in the wake of low volumes on the JSE, which have seen turnover slip to almost unprecedented levels. From turnover of over R100m a day earlier in the year, the exchange is now handling consistently low levels in the R30m to R40m range.

The market was described as a morgue yesterday when news of the retrenchments filtered through.

Dealers said yesterday that times were likely to get tougher with more retrenchments in the industry and an increasing emphasis on "crisis management".

David Shapiro said: "We firmly believe the merger is in the best interests of our private, institutional and corporate clients. We will do everything in our power to ensure that the transition is a smooth one."

The new firm will, wherever possible, retain client handling staff, he said.

Dryclean workers on strike

ABOUT 300 drycleaning workers in Cape Town this week downed tools in the first-ever legal strike at Steiner Services.

The workers, who are members of the Transport and General Workers' Union (TGWU), are demanding a R40 across-the-board increase, almost double the company's offer of R22. The present minimum weekly wage is R115.

The company was granted an urgent interdict restraining strikers from interfering with its business. Police warned strikers to leave the area on Wednesday.

Danger pay demanded

Staff Reporter

HAIRDRESSERS want danger pay for travelling home by train after working late.

The secretary of the Cape Western branch of the Hairdressers' Union, Ms Veronica Orme, said many union members often worked overtime and travelled home late, especially now that advantage was being taken of the deregulation of working hours.

"I don't know of any muggings of our workers, but we have seen reports of such attacks in the papers," she said

"One of my colleagues takes a taxi nowadays instead of a train because she believes trains are dangerous. Others have said they don't want to come to our annual general meeting in the evening for the same reason."

Ms Evette Olwage, a public relations officer for Spoornet, said it was not only on trains that one was in danger of being mugged.

No. R. 2564 **9 November 1990**

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/125)

Under sections 48A and 75 of the Customs and Excise Act, 1964—

1. Schedule 3 to the said Act is hereby amended to the extent set out in the Schedule hereto; and
2. this amendment, in so far as it relates to rebate code 09.00 to tariff heading No. 87.08 in rebate item 317.06, shall be deemed to have come into operation on 1 January 1988.

G. MARAIS,
Deputy Minister of Finance.

No. R. 2564 **9 November 1990**

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/125)

Kragtens artikels 48A en 75 van die Doeane- en Aksynswet, 1964—

1. word Bylae 3 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon; en
2. word hierdie wysiging, vir sover dit betrekking het op kortingkode 09.00 by tariefpos No. 87.08 in kortingitem 317.06, geag op 1 Januarie 1988 in werking te getree het.

G. MARAIS,
Adjunk-minister van Finansies.

SCHEDULE

I	II				III	
Rebate Item	Tariff Heading	Rebate Code	C. D.	Description	Extent of Rebate	Annotations
317.06		"09.00	44	By the deletion of tariff heading No. 39 26. By the substitution for rebate code 09 00 to tariff heading No. 87.08 of the following: Housings, heat control bezels and outlet deflectors, of plastics, for the manufacture of heating equipment	Full duty"	

Note.—The effect of this amendment is that the provision for a rebate of duty on outlet deflectors, of plastics, for the manufacture of heating equipment for motor vehicles, is transferred from heading No. 39 26 to heading No 87 08 This amendment has retrospective effect to 1 January 1988

BYLAE

I	II				III	
Korting-item	Tarief-pos	Korting-kode	T. S.	Beskrywing	Mate van Korting	Annotasies
317.06		"09 00	44	Deur tariefpos No 39.26 te skrap. Deur kortingkode 09.00 by tariefpos No. 87.08 deur die volgende te vervang: Omhulsels, verwarmingskontrolegleufstukke en uitlaatdeflektors, van plastieke, vir die vervaardiging van verwarmingstoerusting	Volle reg"	

Opmerking.—Die uitwerking van hierdie wysiging is dat die voorsiening vir 'n korting op reg op uitlaatdeflektors, van plastieke, vir die vervaardiging van verwarmingstoerusting vir motorvoertuie, van pos No. 39 26 na pos No 87.08 oorgeplaas word Hierdie wysiging het terugwerkende krag tot 1 Januarie 1988.

287

DEPARTMENT OF MANPOWER

No. R. 2580 **9 November 1990**

MANPOWER TRAINING ACT, 1981

TRAINING SCHEME FOR THE HAIRDRESSING AND COSMETOLOGY INDUSTRY

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 39 (5) of the Manpower Training Act, 1981, declare that the provisions of the Scheme which appear in the Schedule hereto shall be binding with effect from the second Monday after the date of publication of this notice and for a period ending one year from the said date upon all employers and employees who are engaged or employed in the Hairdressing and Cosmetology Industry in the areas as specified in the Schedule hereto.

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

DEPARTEMENT VAN MANNEKRAG

No. R. 2580 **9 November 1990**

WET OP MANNEKRAGOPLEIDING, 1981

OPLEIDINGSKEMA VIR DIE HAARKAPPERY EN KOSMETOLOGIESE NYWERHEID

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby kragtens artikel 39 (5) van die Wet op Mannekragopleiding, 1981, dat die bepalings van die Skema wat in die Bylae hiervan verskyn met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat een jaar vanaf genoemde datum eindig bindend is vir alle werkgewers en werknemers wat betrokke is by of in diens is in die Haarkappery en Kosmetologiese Nywerheid in die gebiede soos in die Bylae hiervan bepaal.

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

SCHEDULE

The Training Scheme for the Hairdressing and Cosmetology Industry, hereinafter referred to as the Industry, has been established by the South African Hairdressers and Cosmetologists Association for the training of employees in the Industry and provides for the establishment of a fund for the purpose of the Scheme, the payment of contributions to the Fund by employers in the Industry and the establishment of a Training Board to administer the Fund, which shall be called the "Hairdressing and Cosmetology Industry Training and Development Fund".

1. NAME OF THE SCHEME

The name of the Scheme shall be the "Hairdressing and Cosmetology Industry Training Scheme."

2. SCOPE OF APPLICATION OF THE SCHEME

The provisions of the Scheme shall be observed by all employers and employees who are engaged or employed in the Hairdressing and Cosmetology Industry in the Magisterial Districts referred to in subclause (1) to (6):

(1) The Magisterial Districts of Bellville, Goodwood, Simon's Town, The Cape and Wynberg.

(2) The Magisterial Districts of Durban, Inanda, Pietermaritzburg and Pinetown.

(3) The Magisterial District of East London.

(4) The Magisterial Districts of Despatch, Port Elizabeth and Uitenhage.

(5) The Magisterial District of Pretoria.

(6) The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Potchefstroom, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.

3. DEFINITIONS

Any expression used in this Scheme which is defined in the Manpower Training Act, 1981, shall have the same meaning as in the Act and any reference to the Act shall include any amendments to the Act and any regulations made in terms of the Act and, unless inconsistent with the context—

"Act" means the Manpower Training Act, 1981 (Act No. 56 of 1981);

"Board" means the Hairdressing and Cosmetology Industry Training Board;

"employee" means any employee, as defined in the Act, who is employed by or who is working for an employer in the Industry;

"employer" means any employer, as defined in the Act, who employs or provides work for any employee or is self-employed in the Industry;

"establishment" means any premises in which toilet services are rendered or are to be rendered;

"Fund" means the Hairdressing and Cosmetology Industry Training and Development Fund referreed to in clause 5;

"Hairdressing and Cosmetology Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and employees are associated for the purpose of performing toilet services in any establishment,

"Scheme" means the Hairdressing and Cosmetology Industry Training Scheme; and

"toilet services" means any one or more of a combination of the practises generally and usually performed by and known as the profession of beauty culturists or cosmeticians or cosmetologists or hairdressers, and includes, but is not to be limited to, the following operations:

Hair arranging, hairdressing, haircutting, highlighting, shaving, curling, cleaning;

BYLAE

Die Opleidingskema vir die Haarkappery en Kosmetologiese Nywerheid, hierna "die Nywerheid" genoem, is deur die Suid-Afrikaanse Haarkappery en Kosmetologiese Vereniging ingestel vir die opleiding van werknemers in die Nywerheid en maak voorsiening vir die stigting van 'n fonds vir die doeleindes van die Skema, die betaling van bydraes aan die Fonds deur werkgewers in die Nywerheid en die instelling van 'n Opleidingsraad om die Fonds, wat as die "Haarkappery en Kosmetologiese Nywerheidopleidings- en -ontwikkelingsfonds" bekend sal staan, te administreer.

1. NAAM VAN DIE SKEMA

Die naam van die Skema is die "Haarkappery en Kosmetologiese Nywerheidopleidingskema".

2. TOEPASSINGSBESTEK VAN DIE SKEMA

Die bepalings van die Skema moet nagekom word deur alle werkgewers en werknemers wat in die Haarkappery en Kosmetologiese Nywerheid betrokke of in diens is in die landdrosdistrikte genoem in subklousules (1) tot (6):

(1) Die landdrosdistrikte Bellville, Goodwood, Simonstad, Die Kaap en Wynberg.

(2) Die landdrosdistrikte Durban, Inanda, Pietermaritzburg en Pinetown.

(3) Die landdrosdistrik Oos-Londen.

(4) Die landdrosdistrikte Despatch, Port Elizabeth en Uitenhage.

(5) Die landdrosdistrik Pretoria.

(6) Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Potchefstroom, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.

3. WOORDOMSKRYWING

Enige uitdrukking wat in hierdie Skema gebruik word en in die Wet omskryf word, het dieselfde betekenis as in die Wet, en alle verwysings na die Wet omvat alle wysigings van die Wet en enige regulasies kragtens die Wet uitgevaardig, en, tensy onbestaanbaar met die sinsverband, beteken—

"Fonds" die Haarkappery en Kosmetologiese Nywerheidopleidings- en -ontwikkelingsfonds in klousule 5 bedoel;

"Haarkappery en Kosmetologiese Nywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir die doel om toiletdienste in enige inrigting te verskaf;

"inrigting" enige onderneming waarin toiletdienste aangebied word of aangebied staan te word;

"Raad" die Haarkappery en Kosmetologiese Nywerheidopleidingsraad,

"Skema" die Haarkappery en Kosmetologiese Nywerheidopleidingskema;

"toiletdienste" enige of meer of 'n kombinasie van die praktyke wat in die reel of gewoonlik verrig word deur en bekend staan as die professie van skoonheidsdeskundiges of kosmetiste of kosmetoloe of haarkappers, en sluit die volgende werksaamhede in, maar word nie daardeur beperk nie:

Haarskikking, haarkapping, haarsny, streepbleiking, skeer, krulling, reiniging;

singeing, shampooing, bleaching, dyeing, colouring, tinting, straightening, styling, waving (permanent waving, Marcel or water waving) or any other treatment of the hair on the head or the face;

the massage or other stimulative treatment or exercise of the face, scalp or neck;

manicuring and/or restructuring of the nails, eyebrow plucking, board work, trichological treatment or beauty culture, or

performing any operation on any wig or hairpiece to be worn by any person,

whether or not any apparatus, appliance, preparation or substance is used in any of these operations

4. OBJECTS OF THE SCHEME

The principal objective of the Scheme shall be to promote the common interests of employers and employees in the Industry by assuming joint responsibility for the training needs of artisans and other employees in the Industry and the activities of the Board shall be wholly directed to the furtherance of this principal objective through the following objects:

(a) To provide the necessary funds to ensure an adequate supply of trained employees for the Industry and to financially assist with the training and development of employees for the Industry at all levels in order that all contributing employers will have equal opportunities for the training and development of their employees; and

(b) to finance the administration of the Board and the objects of the Board as set out in its constitution.

5. HAIRDRESSING AND COSMETOLOGY INDUSTRY TRAINING AND DEVELOPMENT FUND

(1) There is hereby established a fund to be known as the Hairdressing and Cosmetology Industry Training and Development Fund.

(2) The Fund shall be administered by the Hairdressing and Cosmetology Industry Training Board.

(3) Into the Fund shall be paid—

(a) training levies in terms of clause 7 of this Scheme;

(b) interest and/or capital appreciation derived from the investment of any moneys of the Fund,

(c) any other moneys to which the Fund may become entitled.

(4) The moneys of the Fund shall be applied to the attainment of the objects of the Scheme as set out in clause 4.

skroeiing, sjamponeering, bleiking, kleuring, tinting, versteiling, stiliering, golwing (permanente golwing, Marcel- of watergolwing) of enige ander behandeling van die hare van die kop of die gesig;

die massering of ander stimulerende behandeling of oefening van die gesig, kop of nek;

manikuring van die naels en/of naelherbouing, wenkbrouplukking, bordwerk, trigologiese behandeling of verfraaiing; of

die verrigting van enige werksaamheid op enige pruik of haarstuk wat deur enige persoon gedra kan word,

hetsy enige apparaat, toestel of styl in enige van hierdie aktiwiteite gebruik word al dan nie;

"werkgewer" enige werkgewer, soos in die Wet omskryf, wat aan enige werknemer werk verskaf of hom in diens neem of wat selfstandig in die Nywerheid werksaam is;

"werknemer" enige werknemer, soos in die Wet omskryf wat vir 'n werkgewer in die Nywerheid werk of by hom in diens is; en

"Wet" die Wet op Mannekragopleiding, 1981 (Wet No. 56 van 1981).

4. DOELSTELLINGS VAN DIE SKEMA

Die hoofdoelstelling van die Skema sal wees om die gemeenskaplike belange van werkgewers en werknemers in die Nywerheid te bevorder deur gesamentlike verantwoordelikheid te aanvaar vir die opleidingsbehoeftes van ambagslui en ander werknemers in die Nywerheid en die werksaamhede van die Raad sal geheel en al gerig wees op die bevordering van hierdie hoofdoelstelling deur middel van die volgende doelwitte:

(a) Om die nodige fondse te voorsien om 'n toereikende bron van opgeleide werknemers vir die Nywerheid te verseker en om die opleiding en ontwikkeling van werknemers in die Nywerheid op alle vlakke finansieel te ondersteun sodat alle bydraende werkgewers gelyke geleenthede vir die opleiding en ontwikkeling van hul werknemers sal hê, en

(b) om die administrasie van die Raad en doelwitte van die Raad, soos dit in sy konstitusie uiteengesit is, te finansier.

5. HAARKAPPERY EN KOSMETOLOGIESE NYWERHEIDOPLEIDINGS- EN -ONTWIKKELINGSFONDS

(1) Hierby word 'n fonds gestig, wat bekend staan as die Haarkappery en Kosmetologiese Nywerheids- en -ontwikkelingsfonds.

(2) Die Fonds sal deur die Haarkappery en Kosmetologiese Opleidingsraad geadministreer word.

(3) In die Fonds word inbetaal—

(a) opleidingsheffings kragtens klousule 7 van hierdie Skema;

(b) rente en/of kapitaalaanwas wat uit die belegging van enige gelde van die Fonds verkry word;

(c) enige ander gelde waarop die Fonds geregtig mag word.

(4) Die gelde van die Fonds word vir die bereiking van die doelstellings van die Skema, soos in klousule 4 uiteengesit, aangewend.

6. ESTABLISHMENT AND FUNCTION OF THE HAIRDRESSING AND COSMETOLOGY INDUSTRY TRAINING BOARD

(1) The Hairdressing and Cosmetology Industry Training Board has been established by the South African Hairdresses and Cosmetologists Association and the South African Hairdressers Employees Industrial Union in accordance with a constitution approved by the Registrar.

(2) The Board shall have the power to deal with all matters falling within the scope of the objects of this Scheme, as set out in clause 4.

7. RETURNS AND CONTRIBUTIONS TO THE FUND

(1) From the date of coming into operation of the Scheme, every employer in the Industry who is a member of the South African Hairdressers' and Cosmetologists' Association, shall—

(a) submit to the Board at P.O. Box 1966, Roodepoort, 1725, or such other address as may be advised by the Board in writing and by registered post to the employer, by the fourteenth day of each month, a return reflecting the number of employees in his service on the last day of the preceding month in respect of each separate establishment owned or operated by him in any area referred to in clause 2; and

(b) pay to the Fund a levy of R15,00 (fifteen Rand) per month in respect of each establishment covered by the return referred to in paragraph (a), which payment shall be made monthly by crossed cheque which shall accompany the said return.

(2) Costs incurred in collecting late levies or contributions shall be charged to and paid by the employer concerned.

8. INFORMATION

The Board shall furnish every employer in the Industry with details concerning the Scheme in such a form as the Board may from time to time determine: Provided that such details shall include at least the constitutions of the Scheme and the Board, the contributions to be made or the levies payable to the Fund, the financial incentives to be provided under the Scheme and the procedure to be followed for the lodging of claims against the Fund.

9. FINANCE

(1) All moneys received shall be deposited into a specified banking account in the name of the Fund, within seven (7) days of receipt thereof.

(2) All payments made on behalf of the Fund shall be made by cheque drawn on the said banking account and shall be signed by the Chairman of the Board and co-signed by the Chief Executive Officer of the Board, or by such other officials as are designated in writing by the Board.

(3) Funds which are not required for immediate use shall at the discretion of the Board be invested in—

(a) internal registered stock within the meaning of section 21 of the Exchequer Act, 1975 (Act No. 66 of 1975);

(b) National Savings Certificates;

(c) Post Office savings accounts or certificates;

(d) savings accounts, permanent shares or fixed deposits in building societies or banks,

or in such other manner as may be approved by the Registrar.

(4) The Board shall annually appoint a public auditor, who shall be paid out of the Fund, to audit the accounts of the Fund for the period ending 31 December Copies of the audited accounts shall be made available to the South African Hairdressers and Cosmetologists Association and the South African Hairdressers Industrial Employees Union and a copy shall be forwarded to the Registrar. Copies shall also be made available to all contributors to the Fund.

6. INSTELLING EN FUNKSIES VAN DIE HAARKAPPERY EN KOSMETOLOGIESE NYWERHEIDOPLEIDINGSRAAD

(1) Die Haarkappery en Kosmetologiese Nywerheidopleidingsraad is deur die Suid-Afrikaanse Haarkappery en Kosmetologiese Vereniging en die Suid-Afrikaanse Haarkappersnywerheid Werknemersunie ooreenkomstig 'n konstitusie, wat deur die Registrateur goedgekeur is, gestig.

(2) Die Raad het die bevoegdheid om met alle sake wat binne die bestek van die doelstellings van hierdie Skema val, soos in klousule 4 vervat, te handel.

7. OPGAWES EN BYDRAES TOT DIE FONDS

(1) Vanaf die datum van inwerkingtreding van die Skema moet elke werkgewer in die Nywerheid wat 'n lid van die Suid-Afrikaanse Haarkappers en Kosmetologiese Vereniging is—

(a) aan die Raad te Posbus 1966, Roodepoort, 1725, of sodanige ander adres as wat skriftelik en per geregistreerde pos deur die Raad aan die werkgewer verwittig word, teen die veertiende dag van elke maand 'n opgawe verstrek waarin die getal werknemers wat op die laaste dag van die voorafgaande maand in sy diens was ten opsigte van elke afsonderlike inrigting wat deur hom besit of bedryf word in enige gebied bedoel in klousule 2, weergegee word; en

(b) aan die Fonds 'n heffing betaal, teen R15,00 (vyftien Rand) per maand ten opsigte van elke inrigting wat deur die opgawe in paragraaf (a) bedoel, gedek word, welke betaling maandeliks per gekruisde tjek moet geskied wat genoemde opgawe moet vergesel.

(2) Die koste verbonde aan die insameling van laat heffings of bydraes word verhaal op en betaal deur die betrokke werkgewer.

8. INLIGTING

Die Raad moet elke werkgewer in die Nywerheid voorsien van besonderhede betreffende die Skema in die vorm wat die Raad van tyd tot tyd bepaal: Met dien verstande dat sodanige besonderhede minstens die konstitusies van die Skema en die Raad, die bydraes wat gemaak moet word of heffings wat aan die Fonds betaal moet word, die finansiele aansporings wat onder die skema voorsien word en die prosedure wat gevolg moet word vir die indiening van eise teen die Fonds, sal insluit.

9. FINANSIES

(1) Alle gelde wat ontvang word, moet binne sewe (7) dae na ontvangs daarvan, in 'n bepaalde bankrekening in die Fonds se naam gedeponeer word.

(2) Alle betalings uit die Fonds moet per tjek teen die genoemde bankrekening getrek word en deur die Voorsitter van die Raad onderteken word en deur die Hoof Uitvoerende Beampte van die Raad mede-onderteken word, of deur sodanige ander amptenare wat skriftelik deur die Raad aangewys is.

(3) Fondse wat nie vir onmiddellike gebruik nodig is nie, moet na goeddunke van die Raad belê word in—

(a) binnelandse geregistreerde effekte bedoel in artikel 21 van die Skatkiswet, 1975 (Wet No 66 van 1975);

(b) Nasionale Spaarsertifikate;

(c) Posspaarbankrekenings of -sertifikate;

(d) spaarrekenings, permanente aandele of vaste deposito's in bougenootskappe of banke,

of op sodanige ander wyse as wat die Registrateur mag goedkeur.

(4) Die Raad stel jaarliks 'n openbare ouditeur, wat uit die Fonds vergoed word, aan om die rekenings van die Fonds vir die tydperk wat op 31 Desember eindig, te ouditeer. Afskrifte van die geouditeerde rekenings moet aan die Suid-Afrikaanse Haarkappers en Kosmetologiese Vereniging en die Suid-Afrikaanse Haarkappersnywerheid Werknemersunie beskikbaar gestel word en 'n afskrif moet aan die Registrateur gestuur word Afskrifte moet ook aan alle bydraers tot die Fonds voorsien word.

10. DISSOLUTION OF THE SCHEME

(1) Upon the termination of the Scheme the assets of the Fund 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 omission by members or by reason of any other matter or thing save individual wilful of 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 1966, Roodepoort, 1725, who shall submit such application together with any recommendation by the Board to the Director-General: Manpower.

No. R. 2606 **9 November 1990**

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, WESTERN PROVINCE.—AMENDMENT OF AGREEMENT FOR THE CAPE PENINSULA

CORRECTION NOTICE

The following corrections to Government Notice No. R. 2507 appearing in *Government Gazette* No. 12805 of 26 October 1990, are hereby published for general information:

1. *In the Afrikaans text of the Schedule:*

   (1) Insert the following clause 4 after clause 3.

   "4. **KLOUSULE 15:** JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

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

   '(ii) wat om 17:00 op 14 Desember 1990 begin en om 08:00 op 7 Januarie 1991 eindig.' ".

   (2) Renumber the excisting clauses "4", "5", "6", "7" and "8" to "5", "6", "7", "8" and "9".

10. ONTBINDING VAN DIE FONDS

(1) Met die beëindiging van die Skema moet die bates van die Fonds aan die Raad oorgedra word, wat in ooreenstemming met sy konstitusie daaroor moet beskik, en die Raad is verantwoordelik vir die vereffening van al die skulde van die Skema.

(2) Die Registrateur moet vroegtydig in kennis gestel word van die beëindiging van die Skema.

11. AGENTE

(1) Die Raad kan agente aanstel op sodanige voorwaardes en met sodanige voorbehoude as wat die Raad goeddink om uitvoering te gee aan die doelstellings 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 werkgewer of enige werknemer ondervra met die doel om vas te stel of die bepalings van klousule 7 nagekom 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, uitgesonderd individuele opsetlike of bedrieglike optrede van die kant van sodanige lede wat aanspreeklik gehou kan word. Elke sodanige lid sal deur die Fonds vergoed word vir aanspreeklikheid wat hy opgeloop het en om hom te verweer in 'n geding, hetsy siviel of strafregtelik, wat voortspruit uit 'n bewering dat daar te kwader trou gehandel is en waarin die uitspraak in sy guns gelewer word of waarvan hy vrygespreek word

13. VRYSTELLINGS

Enige aansoek om vrystelling van enige bepaling van hierdie Skema, wat deur die Minister van Mannekrag verleen kan word moet by die Haarkappery en Kosmetologiese Nywerheidopleidingsraad te Posbus 1966, Roodepoort, 1725, ingedien word, wat sodanige aansoek tesame met die Raad se aanbeveling aan die Direkteur-generaal: Mannekrag moet voorlê.

No. R. 2606 **9 November 1990**

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, WESTELIKE PROVINSIE.—WYSIGING VAN OOREENKOMS VIR DIE KAAPSE SKIEREILAND

VERBETERINGSKENNISGEWING

Onderstaande verbeterings aan Goewermentskennisgewing No. R. 2507 wat in *Staatskoerant* No. 12805 van 26 Oktober 1990 verskyn, word hierby vir algemene inligting gepubliseer:

1. *In die Afrikaanse teks van die bylae:*

   (1) Voeg die volgende klousule 4 in na klousule 3:

   "4. **KLOUSULE 15:** JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

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

   '(ii) wat om 17:00 op 14 Desember 1990 begin en om 08:00 op 7 Januarie 1991 eindig.' ".

   (2) Hernommer die bestaande klousules "4", "5", "6", "7" en "8" na "5", "6", "7", "8" en "9".

Unionists locked out — by their own guards

PORT ELIZABETH unionists found themselves at the sharp end of industrial action when they were locked out of Cosatu House by their own security guards this week.

Five guards refused to allow anyone into the building for over an hour in dissatisfaction at working conditions. It was eventually unlocked when Fred Sauls of the National Union of Metalworkers met the guards and agreed to take up the mattter with Numsa's finance committee.

The guards complained they had not received any increases for two years and sometimes their salaries were not paid on time.

Attempts by the Transport and General Workers' Union to organise the guards had been unsuccessful. "We were told we cannot join a trade union as we were employed by one," one guard said. — Pen

Drycleaning workers in 'bitter' conflict

A STRIKE by more than 240 Cape Town laundry workers has developed into a bitter conflict with strikers in a militant mood and the company determined to hold out.

The strike, the first ever at Steiner Services, began last Monday.

The day after workers downed tools, the company obtained an interim court interdict.

Intimidating

Management said this was to prevent strikers from interfering with company business and intimidating other workers.

The following day the strikers, who are members of the Transport and General Workers' Union (TGWU), were warned by police to leave the area as they constituted an illegal gathering.

The strikers defied both the police warnings and the interdict but were forced to leave the area on Friday when the police gave them 10 minutes to disperse.

The strikers say they are determined not to return to work unless the company budges on its offer of R22.

They include workers with long service at the company who can recall earning R12 a week when they began in the 1960s.

A shopsteward, Ms Nomsa Chope, said recent petrol and food price hikes had increased the workers' determination to hold out.

By CHIARA CARTER

"The price of everything has gone up. Workers need a decent wage to live."

Chope said the company had recently installed new equipment and bought a subsidiary company.

Workers felt that if it could afford these expenditures, it could afford to pay higher wages.

She said the workers deserved better pay because they were involved in "dangerous work".

She said employees in the drycleaning section worked with chemicals while the pressers faced the danger of burns.

A health and safety agreement had not yet been concluded at the company.

Chope said the situation had been made more volatile by the presence of casuals or scabs — many brought in by supervisors.

The workers originally demanded R60 across-the-board increase, four weeks' annual leave, three weeks' bonus pay, 12 days' paid sick leave, service awards and paid public holidays including Sharpeville Day.

A Steiner spokesperson did not respond to requests for comment.

Numsa denies link to dispute

287

South 29/11/-
5/12/90

THE National Union of Metalworkers of South Africa (Numsa) has claimed that protest action over wages and working conditions by security guards at a co-operative centre in Port Elizabeth and reports on the guards' strike were an attempt to "smear" the union.

The guards twice downed tools earlier this month to protest against poor wages and working conditions.

Press reports said the guards were employed by Numsa — but Numsa has denied this.

Numsa's general secretary, Mr Moses Mayekiso, said the guards were employed by an independent company, Siyanda Pty Limited, which was established by the National Automobile and Allied Workers' Union.

Property proves again its store of value

PETER GALLI

PROPERTY was a store of value during periods of inflation and sales of property in Sable Holdings' investment portfolio had again been made at three times the balance sheet figure, which was based on acquisition cost, chairman John Nash said in the group's annual report.

Nash said Sable was well positioned to meet the more sombre economic outlook prevailing in the country, since it was now a diversified enterprise with almost equal interests in property and industry.

Laundry-related subsidiary Steiner Services was performing well but increased labour costs were a cause for anxiety, he said.

While Steiner factory workers had had pay increases of up to 100% during the two-and-a-half-year period since Sable acquired the company from its US parent, the Steiner board had waived directors' fees and staff directors had pegged their salaries, Nash said.

Understand

During this period no dividends had been declared by Steiner and profits had been utilised for further development

Nash said the Steiner labour force should understand that future wage increases had to be related to increased productivity and that job security could be achieved only when a company remained economically viable.

Excessive and inflationary wage demands could only result in unemployment, he said.

The group increased its earnings a share during the past year by 11% to 104,7c with the dividend being increased to 35c. Nash said that in addition, a capital profit of R4m arose from the sale of some properties in the investment portfolio.

SERVICE SECTOR — LABOUR.

1991

Registration blow for new security watchdog

B(Dan 9/1/91

287

ROBERT WICKS

ATTEMPTS to launch an effective regulating body for the security industry by April 1 are in serious jeopardy, as about 10 000 security guards are refusing to register with the newly established statutory Security Officers Board (SOB).

April 1 was the date set in terms of the Security Officers Act for all the country's security officers and companies to register. A registration fee of R35 and a membership fee of R70 are required.

A third of the country's security guards, represented by the Transport and General Workers' Union, are refusing to comply with the Act, saying they do not want to be changed into "para-policemen".

In a letter to the Security Consumer Council, the guards state their objection to the fees, calling them "unaffordable", and objectthat they were not consulted about the Act or about the establishment of the SOB.

Broader consultation, involving trade unions, is also being called for.

Failure to register with the board carries a R1 000 fine or six months imprisonment.

The guards are also calling for the abolition of the Act, the establishment of a national industrial council to investigate employment conditions in the industry and a different control mechanism involving employers only.

Union general secretary Nathie Nhleko said yesterday the union would do "everything it could to oppose the Act". Protests had already begun last June, he said.

SOB registrar Col Frans Lubbe said 85 000 application forms had been sent out and there were an increasing number of returns coming in as the registration date drew near.

The board intended establishing a code of conduct which would become the main vehicle for regulation. A training committee, responsible for setting minimum standards on a national basis, had been set up.

The SOB was formed in order to establish a degree of regulation and adequate training standards, and to set up a general "watchdog" over the industry.

After April 1 no person may render a security service without being registered.

The SOB has 10 members: six industry leaders, selected by the Minister of Law and Order from a list of nominees, one senior policeman, one person appointed in terms of the Internal Security Act and two representatives chosen by the minister.

Business flat, so Avis retrenches staff

MARC HASENFUSS

AVIS, SA's largest car rental company, has retrenched staff after an industry-wide decline in rental agreements during the second half of 1990.

Yesterday Avis MD Grenville Wilson would not say how many people had been dismissed, but said staff cuts were proportional to the drop in business activity.

Recent cutbacks in SAA domestic and international flights, and reduced occupancy levels at hotels, adversely affected the number of contracts.

This had prompted the rationalisation, Wilson said.

Between 60% and 70% of Avis's business is derived from rental agreements at airports.

Avis, a wholly owned Federale Volksbeleggings subsidiary, is believed to have a market share of about 45% in the car rental sector.

It is followed by Imperial with 36% and Budget with 16%.

Budget MD Tony Langley said yesterday that because of present recessionary conditions, the car rental market was expected to get worse before it get better.

However, he said, the market was still relatively buoyant, with the number of rentals for the year to October 1990 at 730 000, not far below the 742 000 recorded the previous year.

Budget Car Hire, a Tollgate subsidiary, has cut its staff by 7,5%. Imperial said it did not expect to retrench anyone this year.

TABLE (B2) (287)

Name of trade union: South African Emergency Services Union.

Date on which application was lodged: 3 October 1990.

Interests and area in respect of which application is made: All full-time employees, firemen, firewomen, paramedics, ambulance staff, administrative staff and salaried labour in the employ of a fire and/or ambulance service or employed full-time specifically and solely for ambulance work and/for fire fighting in the Magisterial District of Benoni. For the purposes hereof—

(a) "fireman" means a person who protects lives and property, prevents fire and fire spread, effects rescues and extrications and any other special services deemed necessary in the interests of the public, or any person who trains staff to perform the above-mentioned tasks;

(b) "firewoman" means a person of the female gender who performs the same tasks as set out in (a);

(c) "paramedic" means any person who renders paramedical services to the public and who is registered with the South African Medical and Dental Council as a paramedic;

(d) "ambulance staff" means persons who by nature of their training have reached proficiency in the skills of ambulance work in order that they may serve the public;

(e) "administrative staff" means persons who are deemed necessary for all tasks pertaining to the efficient running of all fire / ambulance / rescue services;

(f) "salaried labour" means persons who are deemed necessary for the upkeep and maintenance of the working premises of all of the above-mentioned staff.

Postal address of applicant: P.O. Box 3166, Benoni, 1500.

Office address of applicant: Fire Station, corner of Harper and Liverpool Streets, Benoni, 1500.

Attention is drawn to the following requirements of section 4 of the Act:

(a) The representativeness of any trade union which objects to the application shall in terms of subsection (4) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.

(b) The procedure laid down in subsection (2) must be followed in connection with any objection lodged.

D. W. JAMES,
Industrial Registrar.
(18 January 1991)

TABEL

Naam van vakvereniging: South African Emergency Services Union.

Datum waarop aansoek ingedien is: 3 Oktober 1990.

Belange en gebied ten opsigte waarvan aansoek gedoen word: Alle voltydse werknemers, brandweermanne, brandweervroue, paramedici, ambulanspersoneel, administratiewe personeel en gesalarieerde werkers in diens van 'n brandweer- en/of ambulansdiens of voltyds in diens spesifiek en uitsluitlik vir ambulanswerk en/of brandbestryding, in die landdrosdistrik Benoni.

Vir die doeleindes hiervan beteken—

(a) "brandweerman" 'n persoon wat lewens en eiendom beskerm, brande en brandverspreiding voorkom, reddings- en uitreddingswerk doen en enige ander spesiale dienste verrig wat in die openbare belang nodig geag word, of 'n persoon wat personeel oplei om bovermelde take uit te voer;

(b) "brandweervrou" 'n persoon uit die vroulike geslag wat dieselfde take in (a) uiteengesit, verrig;

(c) "paramedikus" 'n persoon wat paramediese dienste aan die publiek lewer en wat by die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad as paramedikus geregistreer is;

(d) "ambulanspersoneel" persone wat uit die aard van hul opleiding bekwaamheid in die vaardighede van ambulanswerk verwerf het sodat hulle die publiek kan dien;

(e) "administratiewe personeel" persone wat nodig geag word vir alle take met betrekking tot die doeltreffende bedryf van alle brandweer/ambulans/reddingsdienste;

(f) "gesalarieerde werkers" persone wat nodig geag word vir die onderhoud en instandhouding van die werkspersele van al bovermelde personeel.

Posadres van applikant: Posbus 3166, Benoni, 1500.

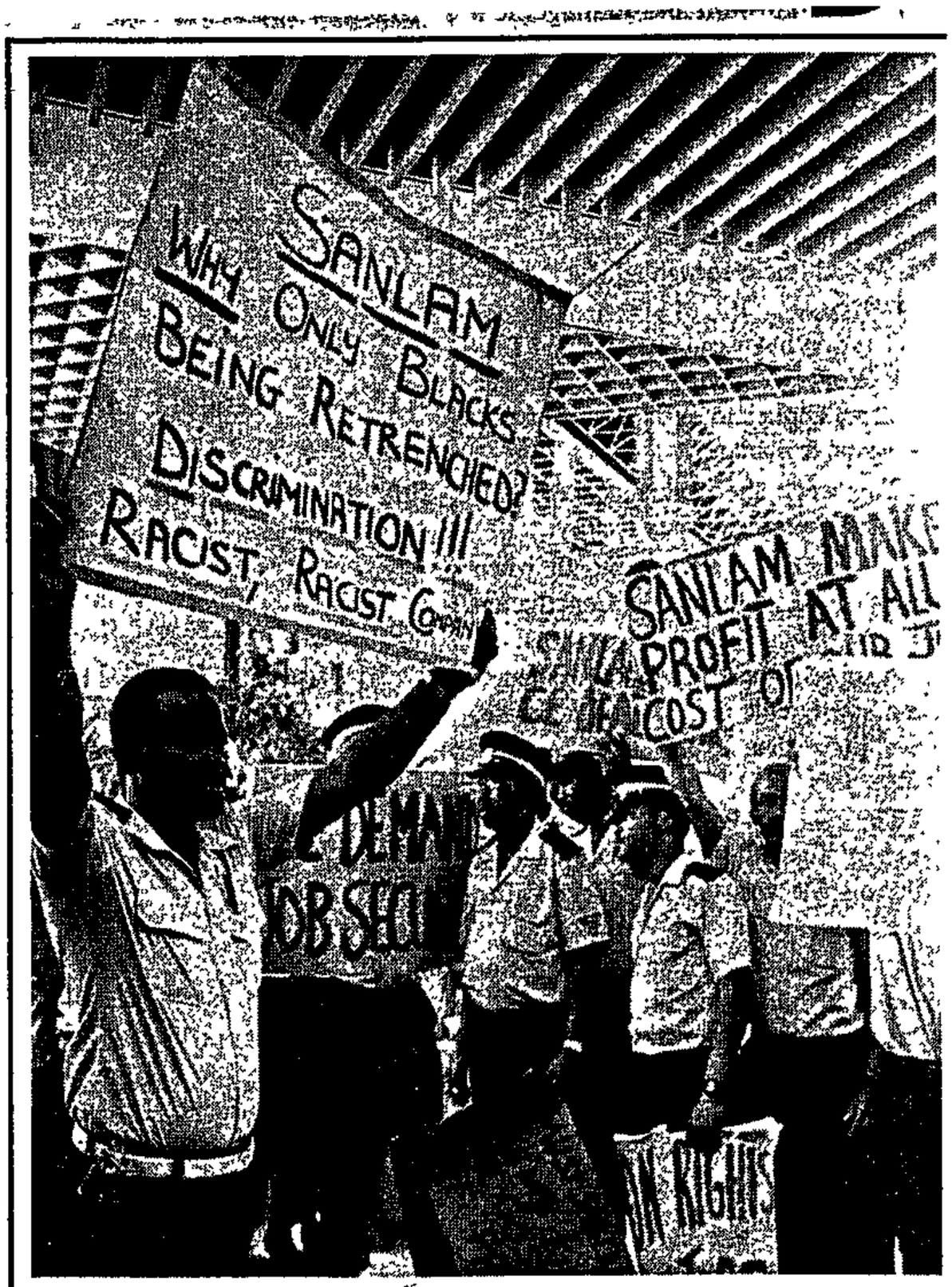
Kantooradres van applikant: Brandweerstasie, hoek van Harper- en Liverpoolstraat, Benoni, 1500.

Die aandag word gevestig op onderstaande vereistes van artikel 4 van die Wet:

(a) Die mate waarin 'n beswaarmakende vakvereniging verteenwoordigend is, word ingevolge subartikel (4) bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf by subartikel (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

D. W. JAMES,
Nywerheidsregistrateur.
(18 Januarie 1991)



ANGRY: Security guards protest outside Sanlam's Golden Acre offices this week PIC: YUNUS MOHAMED

Guards 'sold out' by property giant

By Waghied Misbach

SECURITY workers employed at a giant corporation in Cape Town are up in arms because they claim the giant corporation, Sanlam Properties, to which they were contracted, has given over their contract to a private company which will pay them less. Sowt. M2 -13/2/91 -

The angry security workers demonstrated outside the Sanlam offices in the Golden Acre in the centre of Cape Town on Wednesday.

Mr Syprian Mgwigwa, who has worked for the company for six years, said he would in future earn half his present salary. Mgwigwa said his current salary of R1 300 would drop by R550.

287

According to a Transport and General Workers Union spokesperson, Mr Basil Laattoe, some of the workers would earn as little as R447, while the starting wage at Sanlam was R650.

A management spokesperson said the company would meet the workers on Friday morning to discuss the situation. The company had met all the requirements of the law in terms of the workers' retrenchment.

Sanlam Properties did not know what the workers' wages would be at the private company, the spokesperson said.

287

Security workers in city demo

7/2/91

Staff Reporter

SECURITY workers employed by Sanlam Properties at the Golden Acre yesterday staged a roving demonstration through the shopping centre in protest against proposed retrenchments.

The demonstrators, members of the Transport and General Workers' Union, handed management a list of demands asking for guarantees on future job security.

Twenty-two union members have been affected by a Sanlam plan to contract the security work to another company which pays lower wages, union offical Mr Basil Laattoe said.

A Sanlam Properties spokesman said: "We are a property company, not a security company. From time to time we look at all services we provide, and a contracting firm can do it better than we can."



SHOPPING CENTRE DEMO . . . Security workers at Sanlam Properties demonstrate at the Golden Acre yesterday to protest against proposed retrenchments.

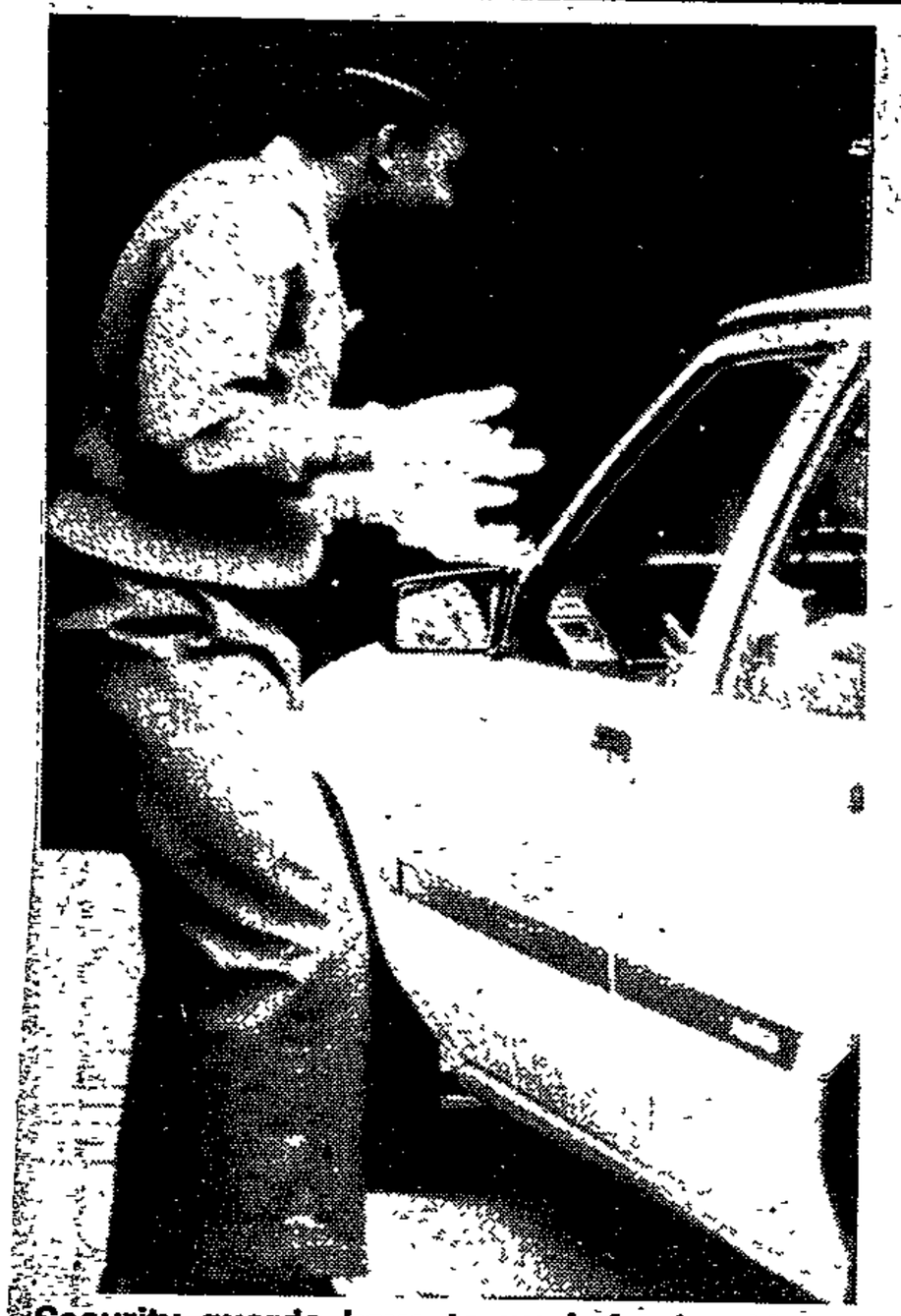
Picture: ANNE LAING

LABOUR UPDATE

Guards work too long for too little

Sowetan 11/2/91

287



Security guards have to work for long hours doing a dangerous job. Pic: SELLO MOTSEPE



by IKE MOTSAPI

SECURITY guards are subjected to long hours on duty and the constant threat of danger to their lives, yet they earn a pittance, an investigation by the *Sowetan* has revealed.

Many of them work 12 hours a day and earn an average of R86,31 a week, which is far less that the Government's wage determining scale of R121 for the same period.

This means that these guards, some of whom have families to support, earn R345,29 a month.

After tax and pension fund deductions are made, the guards normally carry home an average of R250.

Guards who earn a little more are those who belong to unions.

Miss Kelly Forrest, an official of the Transport and General Workers Union, said security guards and watchmen affiliated to the union earn R198,77 a week.

It is estimated that there are more than 300 000 security guards who are employed by the companies throughout the country.

Of the 300 000, 90 percent are blacks.

It is a known fact that white security guards earn more than their black counterparts.

The reason for this is that they are employed in senior positions.

Forrest said TGWU is trying hard to convince the managements of the various security guards companies to raise the salaries of their members.

She said the problem the union is encountering is that some of these security companies do not exist for long.

Priod

She said: "We have noticed that some of these companies get out of businesses after operating for only a short period.

"This leaves our members in a difficult position because there is nothing that we could do to solve the problem," she added.

Forrest said 80 percent of the security companies operating in the country did not observe the Government wage determination scale.

"These companies operate clandestine business all over the country," she said.

Forrest added that most security companies were run by former policemen or former soldiers.

She said some treated their employees very badly by assaulting them for no apparent reasons.

Most of these companies are affiliated to the South African National Security Employers Association (Sansea).

The vice president of Sansea, Mr John Hammill, did not want to comment because he said he wanted to have another member of the association as a witness to what he said.

He referred me to the past chairman of Sansea, Mr Don Masterton, who was said to be attending a meeting all day.

Advertising jobs rare as cutbacks bite

Bidom 12/4/91

THERE has been a marked increase in the number of advertising people looking for jobs, as many agencies go through consolidation periods.

Recruitment agencies catering for the advertising industry said jobs were scarce, but most said "exceptional people" were always in demand.

The Executive Store head Sally Realon said advertising jobs were definitely harder to come by these days, but good copywriters and client liaison people were difficult to find.

Generally, agencies had cut back on staff and, when necessary, employees took on more tasks.

A spokesman for recruitment agency The Connection said there were an "unbelievable amount of retrenchments in 1990", and there had been more applicants than vacancies.

Bidom 12/4/91

Brain drain

The problem was to find junior positions for people coming out of universities and advertising schools.

Viv Gordon Placements head Viv Gordon said the SA advertising industry was suffering a "brain drain", and over the past few years there had been a shortage of experienced personnel, especially in the middle and top brackets.

However, according to the Advertising Benevolent Fund — which provides financial and other aid to people employed in advertising and related industries, grants in aid had been applied for by a whole range of people in the industry, including from those who had held top positions.

Advertising Agencies Association (AAA) School of Advertising group course director Bob Rock could not give exact figures on how many of its graduates had found employment in the industry, but he said many artists were placed, while at least half of the copywriters and 30% to 40% of the general students found placement in the industry.

cleaning workers, of which TGWU has organised 13 000 (28?)

● The threatened wage strike by 1 600 workers at three Renfreight companies had been called off after the TGWU failed to get a clear mandate in the strike ballot, the union revealed.

15/2-21/4/91

'Breakthrough' on council

■ In a breakthrough for the Transport and General Workers' Union, the SA National Security Employers' Association (Sansea) has agreed to discuss the creation of a national industrial council for the contract security industry.

TGWU representative Kally Forrest ascribed the employers' shift to the dispute declared by the union last year after Sansea repeatedly cancelled meetings on the industrial council issue.

As many security firms also operated in cleaning, last year's formation of a cleaning industrial council may also have softened employer attitudes.

TGWU, which is to meet Sansea next week, is the only union involved in the talks, although Nactu's Vukani Black Guards and Allied Workers' Union has members in the sector. Forrest estimates there are up to 80 000 contract

Government Notice No. 801 of 2 May 1986 specifically excludes, in respect of a professional service by members of an organised profession, the issue of a tariff of recommended fees as a guide for the convenience of the members of such profession and which is not directly or indirectly enforced or any structure of tariffs or fees authorised by law. This is, however, subject to the proviso that such profession or any rule of law, as a condition for membership, requires the members to have passed an examination in fields of study relevant to practising in that profession, and that such profession has a code of professional ethics empowering it to exclude from membership, or to set in motion a procedure to exclude from membership, those persons found guilty of improper performance of their duties or of conduct which is discreditable to their profession. The Board are of the opinion that this exclusion **does not apply** to products which are sold at the same time that a professional service is rendered and in respect of which a price is charged to the recipient of the service. Prescription medicines are a case in point.

It must be emphasized that the opinion of the Board expressed above is based solely on the information currently at their disposal. Moreover, should it transpire that collusion on the variable components of the price determination formula had taken or was taking place, the Board would be obliged to refer the matter to the South African Police.

Reacting to a later request by Medikredit that they be granted six months exemption to amend current contracts to reflect the new pricing formula, the Board advised that they were not prepared to recommend to the Minister for Administration and Economic Co-operation that such an exemption be granted. (File R4/1/2/2/10/36.) (Competition Board, Private Bag X720, Pretoria, 0001.)

(1 March 1991)

NOTICE 187 OF 1991

WAGE ACT, 1957

WAGE BOARD INVESTIGATION.—WAGE DETERMINATION 460: SECURITY SERVICES, CERTAIN AREAS

In pursuance of a request by the Minister of Manpower the Wage Board hereby gives notice in terms of section 9 of the Wage Act, 1957, that the above-mentioned investigation has commenced and that the Board will in due course submit a report and a recommendation to the Minister.

Interested persons are hereby given the opportunity of making written representations to the Board. Such representations should reach the Secretary, Wage Board, Private Bag X108, Pretoria, 0001, not later than 2 April 1991.

Goewermentskennisgewing No. 801 van 2 Mei 1986 sluit spesifiek in verband met 'n professionele diens deur lede van 'n georganiseerde professie, die uitreiking van 'n tarief van aanbevole gelde as 'n riglyn vir die gerief van die lede van sodanige professie en wat nie regstreeks of onregstreeks afgedwing word nie, of enige by wet gemagtigde struktuur van tariewe of gelde, uit. Hierdie uitsluiting veronderstel dat sodanige professie of enige regsreël, as 'n voorwaarde vir lidmaatskap, vereis dat die lede 'n eksamen in studievelde wat toepaslik op die praktisering van daardie professie is, geslaag het en dat sodanige professie 'n professionele gedragskode het wat hom magtig om daardie persone wat skuldig bevind is aan onbehoorlike uitvoering van hul pligte of aan gedrag wat tot oneer van hul professie strek, van lidmaatskap uit te sluit, of 'n prosedure in werking te stel om hulle van lidmaatskap uit te sluit. Die Raad is van mening dat die uitsluiting **nie van toepassing** is op produkte wat saam met die lewering van 'n professionele diens verkoop word nie en ten opsigte waarvan die ontvanger van die diens 'n prys gevra word. Voorskrifmedisyne is 'n voorbeeld hiervan.

Dit word beklemtoon dat die mening van die Raad wat hierbo uitgespreek word, uitsluitlik gebaseer is op die inligting wat tans tot hul beskikking is. Voorts, sou dit blyk dat samespanning oor die veranderlike elemente van die prysvasstellingsformule plaasvind of plaasgevind het, sal die Raad verplig wees om die aangeleentheid na die Suid-Afrikaanse Polisie te verwys.

In reaksie op 'n verdere versoek van Medikredit dat hulle vir ses maande vrystelling verleen word om bestaande kontrakte te wysig om die nuwe prysvasstellingsformule in te sluit, het die Raad berig dat hulle nie bereid was om by die Minister vir Administrasie en Ekonomiese Koördinering aan te beveel dat so 'n vrystelling verleen word nie. (Lêer R4/1/2/2/10/36.) (Raad op Mededinging Privaatsak X720, Pretoria, 0001.)

(1 Maart 1991)

KENNISGEWING 187 VAN 1991

LOONWET, 1957

LOONRAADONDERSOEK. — LOONVASSTELLING 460: SEKURITEITSDIENSTE, SEKERE GEBIEDE

Na aanleiding van 'n versoek deur die Minister van Mannekrag gee die Loonraad hierby ingevolge artikel 9 van die Loonwet, 1957, kennis dat die bovermelde ondersoek begin het en dat die Raad te gelegener tyd 'n verslag en 'n aanbeveling aan die Minister sal voorlê.

Belanghebbende persone word hierby die geleentheid gebied om skriftelike vertoë tot die Raad te rig. Sodanige vertoë moet die Sekretaris, Loonraad, Privaatsak X108, Pretoria,.0001, nie later nie as 2 April 1991 bereik.

The request reads as follows:

"The Minister of Manpower requests the Wage Board in terms of section 4 (1) of the Wage Act, 1957, to investigate and report to him concerning the **Security Services** in the following areas:

Cape Province: The Magisterial Districts of Bellville, East London, George, Goodwood, Kimberley, King William's Town, Knysna, Kuils River, Mossel Bay, Oudtshoorn, Paarl, Port Elizabeth, Queenstown, Simons' Town, Somerset West, Stellenbosch, Strand, The Cape, Uitenhage and Wynberg;

Natal: The Magisterial Districts of Camperdown, Chatsworth, Durban, Inanda, Klip River, Lower Tugela, Lower Umfolozi, Newcastle, Pietermaritzburg, Pinetown, Port Shepstone and Umzinto;

Orange Free State: The Magisterial Districts of Bethlehem, Bloemfontein, Hennenman, Odendaalsrus, Sasolburg, Virginia and Welkom;

Transvaal: The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Highveld Ridge, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Middelburg, Nelspruit, Nigel, Oberholzer, Pietersburg, Potchefstroom, Potgietersrus, Pretoria, Randburg, Randfontein, Roodepoort, Rustenburg, Springs, Vanderbijlpark, Vereeniging, Westonaria, Witbank and Wonderboom.

In these terms of reference—

'Security Services' means the trade in which employers and employees are associated for the purpose of—

(a) guarding or protecting fixed property, premises, goods, persons or employees; or

(b) transporting money for or on behalf of a client, including the depositing or withdrawal of money, the making up of money in specified amounts, the placing of specified amounts in envelopes or other containers and the handing over thereof to persons, as instructed by the client, and transporting any other goods that have to be guarded or protected while in transit but does not include the activities of a **small employer** as defined hereunder;

'Small employer' means an employer who is engaged in the Trade only and who employs, at all times—

(i) less than six employees in the aggregate if and for so long as he is engaged only in one or more of the activities referred to in paragraph (b);

(ii) less than 20 employees in the aggregate if and for so long as he is engaged in one or more of the activities referred to—

(aa) in paragraph (a) only; or
(ab) in paragraphs (a) and (b).

Die versoek lui soos volg:

"Die Minister van Mannekrag versoek die Loonraad kragtens artikel 4 (1) van die Loonwet, 1957, om ondersoek in te stel na en aan hom verslag te doen oor die **Sekuriteitsdienste** in die volgende gebiede:

Kaapprovinsie: Die landdrosdistrikte Bellville, Die Kaap, George, Goodwood, Kimberley, King William's Town, Knysna, Kuilsrivier, Mosselbaai, Oos-Londen, Oudtshoorn, Paarl, Port Elizabeth, Queenstown, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage en Wynberg;

Natal: Die landdrosdistrikte Camperdown, Chatsworth, Durban, Inanda, Kliprivier, Lower Tugela, Lower Umfolozi, Newcastle, Pietermaritzburg, Pinetown, Port Shepstone en Umzinto;

Oranje-Vrystaat: Die landdrosdistrikte Bethlehem, Bloemfontein, Hennenman, Odendaalsrus, Sasolburg, Virginia en Welkom;

Transvaal: Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Hoëveldrif, Johannesburg, Kempton Park, Klerksdorp, Kurgersdorp, Middelburg, Nelspruit, Nigel, Oberholzer, Pietersburg, Potchefstroom, Potgietersrus, Pretoria, Randburg, Randfontein, Roodepoort, Rustenburg, Springs, Vanderbijlpark, Vereeniging, Westonaria, Witbank en Wonderboom.

In hierdie opdrag beteken—

'Sekuriteitsdienste' die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om—

(a) vaste eiendom, persele, goedere, persone of werknemers te bewaak of te beskerm; of

(b) geld namens of ten behoewe van 'n kliënt te vervoer, en dit sluit in die deponering, opvra en trek van geld, die opmaak daarvan in gespesifiseerde bedrae, die plaas van gespesifiseerde bedrae in koeverte of ander houers en die oorhandiging daarvan aan persone, soos deur die kliënt gelas, en die vervoer van enige ander goedere wat bewaak of beskerm moet word terwyl dit vervoer word maar dit omvat nie die werksaamhede van 'n **klein werkgewer** soos hieronder omskryf nie;

'Klein werkgewer' beteken 'n werkgewer wat slegs in die Bedryf betrokke is en te alle tye—

(i) minder as ses werknemers altesaam in diens het indien en solank hy slegs by een of meer van die werksaamhede in paragraaf (b) bedoel, betrokke is;

(ii) minder as 20 werknemers altesaam in diens het indien en solank hy betrokke is by een of meer van die werksaamhede—

(aa) slegs in paragraaf (a) bedoel; of
(ab) in paragrawe (a) en (b) bedoel.

For the purposes of this investigation the Minister directs that the investigation shall be in respect of all classes of employees in this trade. In terms of section 6 (1) of the Act the Minister further directs the Board to submit a recommendation to him.".

It is further notified that in terms of section 10 (1) of the Wage Act, 1957, questionnaires have been forwarded to employers for completion. Employers who do not receive these questionnaires within 14 days after the date of this notice, should please notify the Secretary of the Wage Board.

M. J. DELPORT,
Secretary: Wage Board.
(1 March 1991)

Vir die doel van hierdie ondersoek gee die Minister opdrag dat ondersoek ingestel word na alle klasse werknemers in hierdie bedryf. Kragtens artikel 6 (1) van die Wet gee die Minister voorts aan die Raad opdrag om 'n aanbeveling aan hom voor te lê.".

Verder word bekendgemaak dat vraelyste kragtens artikel 10 (1) van die Loonwet, 1957, aan die werkgewers gestuur is om in te vul. Werkgewers wat nie vraelyste binne 14 dae na die datum van hierdie kennisgewing ontvang nie, moet asseblief die Sekretaris van die Loonraad in kennis stel.

M. J. DELPORT,
Sekretaris: Loonraad.
(1 Maart 1991)

NOTICE 188 OF 1991

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

CANCELLATION OF REGISTRATION OF AN EMPLOYERS' ORGANISATION

I, David William James, Industrial Registrar, hereby notify, in terms of section 14 (2) of the Labour Relations Act, 1956, that I have cancelled the registration of the Transvaal Launderers', Cleaners' and Dyers' Association with effect from 19 February 1991.

D. W. JAMES,
Industrial Registrar.
(1 March 1991)

KENNISGEWING 188 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN REGISTRASIE VAN 'N WERKGEWERSORGANISASIE

Ek, David William James, Nywerheidsregistrateur, maak hierby kragtens artikel 14 (2) van die Wet op Arbeidsverhoudinge, 1956, bekend dat ek die registrasie van die Transvaal Launderers', Cleaners' and Dyers' Association met ingang van 19 Februarie 1991 ingetrek het.

D. W. JAMES,
Nywerheidsregistrateur.
(1 Maart 1991)

NOTICE 191 OF 1991

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

CANCELLATION OF REGISTRATION OF AN EMPLOYERS' ORGANISATION

I, David William James, Industrial Registrar, hereby notify, in terms of section 14 (2) of the Labour Relations Act, 1956, that I have cancelled the registration of the Hotel and Accommodation Association of the Cape with effect from 18 February 1991.

D. W. JAMES,
Industrial Registrar.
(1 March 1991)

KENNISGEWING 191 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN REGISTRASIE VAN 'N WERKGEWERSORGANISASIE

Ek, David William James, Nywerheidsregistrateur, maak hierby kragtens artikel 14 (2) van die Wet op Arbeidsverhoudinge, 1956, bekend dat ek die registrasie van die Hotel and Accommodation Association of the Cape met ingang van 18 Februarie 1991 ingetrek het.

D. W. JAMES,
Nywerheidsregistrateur.
(1 Maart 1991)

NOTICE 192 OF 1991

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

CANCELLATION OF REGISTRATION OF AN INDUSTRIAL COUNCIL

I, David William James, Industrial Registrar, hereby notify, in terms of section 34 (2) of the Labour Relations Act, 1956, that the registration of the Industrial Council for the Bedding Manufacturing Industry, Transvaal, is hereby cancelled.

D. W. JAMES,
Industrial Registrar.
(1 March 1991)

KENNISGEWING 192 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN REGISTRASIE VAN 'N NYWERHEIDSRAAD

Ek, David William James, Nywerheidsregistrateur, maak hierby kragtens artikel 34 (2) van die Wet op Arbeidsverhoudinge, 1956, bekend dat die registrasie van die Nywerheidsraad vir die Beddegoedvervaardigingsnywerheid, Transvaal, hierby ingetrek word.

D. W. JAMES,
Nywerheidsregistrateur.
(1 Maart 1991)

Workers resist registering for security board

W/Mail 1/3-7/3/91

Security workers are again at odds with their employers about new regulations governing the industry. **DREW FORREST** reports

WORKERS and employers in the security industry are once more on a collision course over the controversial Security Officers Act.

Countrywide protest by the Transport and General Workers Union (TGWU) is looming, and the union says some workers have threatened to strike.

Last year, regulations requiring the industry's 80 000 workers to register with the Security Officers' Board, set up under the Act, were held over until April 1 this year after marches and protests by TGWU members.

A key objection was the cost of registering in a low-paid industry — R35, followed by a R70 annual fee. Workers are also refusing to be fingerprinted, another requirement.

Employers and government argue that statutory regulation is vital in a sector teeming with "fly-by-night" firms.

As April 1 draws near, the TGWU charges that many employers are trying to force workers to register, warning that a failure to do so could mean dismissal or prosecution.

Registration is a condition for security jobs, and unregistered workers face a R1 000 fine or imprisonment.

In crisis talks last week, the union told the South African National Security Employers Association (Sansea) that while it agreed unscrupulous employers needed regulating, it wanted the entire Act scrapped and that its members would not comply with the April 1 deadline.

It also asked Sansea to "take a position" on police harassment of those resisting registration — one company, it claims, has already let police on its premises to warn workers. Refusing to defy the Act, Sansea urged unionists to register pending talks on problems in the Act.

TGWU alleges Sansea agreed last year not to enforce the legislation until the dispute was settled. Sansea comment could not be obtained.

TGWU spokesman Kally Forrest said the union had written to Law and Order Minister Adriaan Vlok calling for urgent talks, and that if he or Sansea failed to respond, nationwide protest action would be mounted on March 1.

Stressing that the union wanted the industry regulated by an industrial council, she added: "The Act is a fundamental violation of human rights. In no other industry is registration required for employment."

The union would also enlist the support of political, community and other labour organisations for its campaign.

Security workers plan action against new Act

(287) B/Day 4/3/91

THOUSANDS of workers in the security industry are planning nationwide protests over regulations requiring them to pay R70 in annual registration fees.

Transport and General Workers' Union (TGWU) spokesman Kally Forrest said at the weekend protest action was planned for later this month to call for the scrapping of the Security Officers Act and the establishment of an industrial council system in the industry.

The statutory Security Officers' Board last year passed regulations in terms of which the industry's more than 60 000 employees had to register with the board established under the Act.

The registration date was postponed to April 1 after union opposition to the regulations.

Forrest said one of the main objections to the regulations was the cost of registration — an initial payment of R35 followed by a R70 annual fee.

Security is the only industrial sector administered by the Law and Order Department and industry workers have argued they should fall under the Manpower Department and be covered by the stipulations of the Labour Relations Act.

Forrest said the union also viewed the registration as "a violation of human rights".

The union believed the industry should

VERA VON LIERES

be regulated by an industrial council — one of its main demands in past negotiations with the SA National Security Employers' Association (Sansea).

Details of protest action had not yet been worked out, Forrest said.

The union claimed last week some employers were trying to force workers to register and told them they could be fired for refusing to do so.

Security workers could face a fine or imprisonment if they fail to register.

The union recently called on Sansea to support its demand for the scrapping of the Act.

Sansea national chairman Adriaan Haman said yesterday the association was complying with the law and continuing with registration procedures.

Sansea had raised some reservations it had over the regulations — including the annual registration fee — with Law and Order Minister Adriaan Vlok and the Security Officer's Board which enforces the regulations.

Meanwhile, Sansea was trying to motivate employees to register.

Haman said employers believed registration was needed to eliminate "fly-by-night" companies.

Workers vow to defy Security Officers Act

Star 4/3/91

287

By Shareen Singh

Black workers in the security industry have vowed to defy the Security Officers Act, which demands that contract security employees register in terms of the Act, at an initial cost of R35 and an annual R70 fee.

A spokesman for the Transport and General Workers' Union, Kally Forrest, said contract security employees who earned very low wages, simply could not afford to pay registration fees.

According to the union's research, no other industry demanded payment to enter a job.

The Security Officers Board, which comprises representatives from the SAP, Department of Law and Order and contract security employers were to implement registration in April 1990, but due to union opposition it was extended to April 1 this year.

Employers have recently started pressurising employees to register or face the consequences of breaching the Act.

Threatened

Some employees had threatened workers with dismissals, the union said.

The South African National Security Employers Association said the organisation had taken a stand to abide by the law.

Frans Lubbe, registrar of the Security Officer Board, said registration provided protection for security employees. The Board saw to it that the code of conduct and other aspects of the Act were being implemented.

The registration fees went towards administration costs, he said.

A moratorium had been placed on the annual fee till June 30, after which the fee might be reduced, because the board had found there were more than 100 000 employees in the industry, about 25 000 more than envisaged.

Contract security employees fall under the Department of Law and Order, which workers are also vehemently opposing because they refuse to be seen as holding "para-military status".

A nation-wide protest was being planned, if the issue was not resolved, the union said.

Cutbacks cause retrenchments

South 7/3 - 13/3/91

287

THE Western Province Council of Churches (WPCC) has decided to retrench a third of its staff after its foreign funding had been cut in half.

Its parent body, the South African Council of Churches (SACC), is likely to retrench more than 20 staff members soon after funders failed to cover a budget shortfall of R6,34m this year.

The SACC has long been the breadbasket of aid to "victims of apartheid" during the worst years of repression. However, funders recently changed the nature of their funding, slashing grants used for "political purposes".

The SACC has been heavily affected by this change, receiving 24 percent less from funders than expected.

The organisation was forced to reorganise its departments and other areas where they spend money — cutting back heavily on their wage bill.

At the WPCC, up to six staff members from a total staff complement of 18 were going to be retrenched soon as the council could no longer afford to pay their salaries.



Pickets outside the WPPC headquarters

PICTURE: YUNUS MOHAMED

Pickets

The announcement of retrenchments was met with protest from staff.

Angry WPCC staff members held a picket outside their offices on Wednesday afternoon, calling for a withdrawal of the decision to retrench.

There were also pickets outside the SACC offices last month

The staff association of the SACC office sent a message of support to the WPCC staff, saying they were "appalled at the apparent disregard by the WPCC executive of a simple human right" — to be consulted on matters regarding job security.

Like other regions of the SACC, the WPCC did not receive their full budget for 1991 requested from the parent body. Regions were instructed to work with "cash in hand" and no longer rely on pledges from donors.

The WPCC needed R800 000 to meet its commitments for 1991 but only received R400 000.

The restructuring of WPCC follows months of assessment and consultation after an SACC review commission reported on the restructuring of the parent body.

Staff members interviewed by SOUTH said the assessment also examined the role of the council in the wake of the unbanning of political organisations and in a post-apartheid society. The staff members did not want to be named.

"A meeting was called with all political organisations in the Western Cape where it was openly acknowledged that the WPCC had been more closely aligned to the ANC," a staff members said.

"The assessment went into full swing from November at the instruction of the executive committee. Staff experienced a breakdown in communication with the executive committee and were told their presence was no longer required at meetings.

"Since then, relations between the staff and the executive committee were strained, with decisions being imposed top-down"

In January, staff presented a memorandum to the executive committee raising their concerns about the operation of the WPCC.

A commission of inquiry was established to investigate their grievances and compiled a report to the staff and executive committee.

Constraints

Staff believed the executive committee was not only motivated by financial constraints, but political considerations as well.

The executive committee had decided that the council would "move to base" — be owned by the church, located within the church, coordinate the work of churches and foster ecumenism and unity.

"The assumption which follows from this is that the WPCC has never been based, that the council has never been controlled by the church but by community and political organisations, particularly the ANC," the staff members said.

However, the staff's prime concern was that they were never consulted by the executive committee on how many people would be retrenched.

Because of the nature of the structure, their jobs had never provided real stability or fringe benefits.

"We expected mutuality between the staff and the executive. Even if financial constraints lead to retrenchments, we want to be part of the decision of which posts are to dissolved," the staff members said.

Criticism

Responding to the staff's criticisms, the WPCC executive committee chairperson, the Rev Courtney Sampson, said the budget cuts brought with it the "haunting reality" that it was impossible for the council to continue in its former structure.

Sampson said while he sympathised with staff who were no longer secure in their jobs, the reality was that foreign funding was drying up.

"Last year already, the SACC warned that it cannot guarentee to continue paying the salaries of all staff members," Sampson said.

"We have been working with handouts from other people for far too long.

"Matters of compassion and morality will be taken into account when we work out retrenchment packages in conjunction with the staff."

The WPCC could not be expected to maintain the same political profile it had in the past few years, although it was still committed to the struggle for liberation, Sampson said.

The WPCC would not make any excuses for being closely aligned with the ANC as its members were in the forefront of political activity in the Western Cape for years.

The WPCC's new structure makes allowance for six staff members which will balance theological research with programmes in oppressed communities. Welfare work and service operations of the council would continue, Sampson said.

He said, politically, the council had to reassess its role.

"The church has had to carry the load of work of political organisations when they were unable to do so. It is arrogant of them to assume now, when they are unbanned, that we will continue."

Sampson said for too long church workers had been "abused and misused by political organisations to the detriment of the church"

Cash squeeze hits major church bodies

STAFF members (right) of the Western Province Council of Churches (WPCC) held a picket outside its offices in Salt River, Cape Town, this week to protest against retrenchments arising from reduced foreign funding.

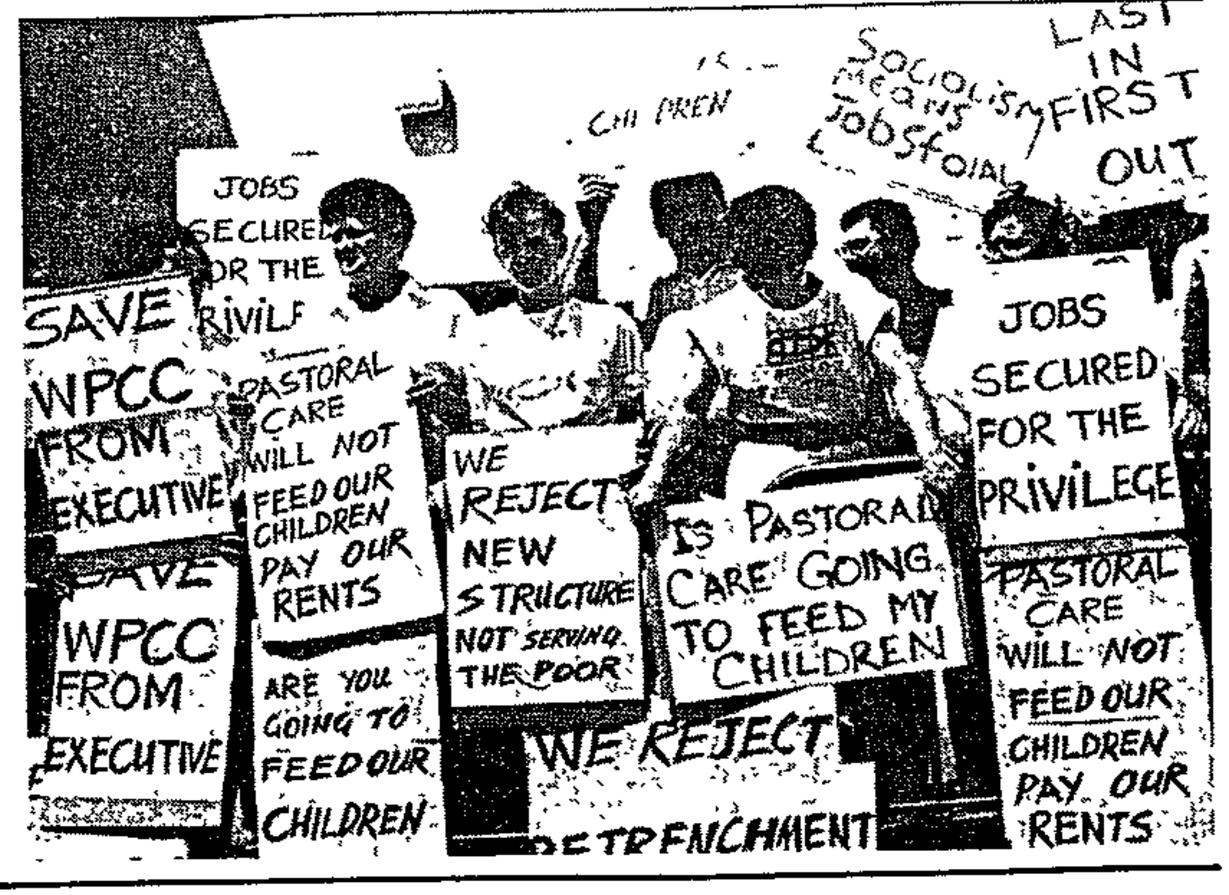
The WPCC, prominent in its support for the "victims of apartheid" during the eighties, has decided to retrench a third of its staff after its operating budget was slashed in half.

This follows a decision by its mother body, the South African Council of Churches (SACC) to retrench about 20 staff members.

The SACC has been heavily affected by a change in perceptions of South Africa by foreign funders, receiving 24 percent less than the grant requested.

All regions of the SACC has been instructed to work with "cash in hand" and no longer to rely on pledges from donors.

● Full Story — Page 7



Security workers in national protest

287

Sowetan 14/3-20/3/91

By Waghied Misbach

SECURITY workers will stage nationwide marches in protest against the controversial Security Officers Act.

Workers are demanding that the Act be scrapped and say they will not register by the April 1 deadline.

According to a statement by the Transport and General Workers Union (TGWU), workers face prosecution if they do not register by the stipulated deadline.

Marches are expected to take place throughout the country on Friday. In Cape Town, security workers will stage a march in the city centre, a TGWU spokesperson said on Wednesday.

Scrapped

The spokesperson said the workers wanted to establish an industrial council and have wage determination scrapped.

Workers are refusing to be fingerprinted and pay a registration fee of R35 and the annual fee of R70.

TGWU assistant general secretary, Mr Randall Howard, said from the union's Johannesburg head office the workers were also protesting against state involvement in the industry.

"Any regulation of the industry should be negotiated between the employers and the workers," he said

The workers have also demanded to meet the Minister of Law and Order, Mr Adrian Vlok.

At the time of going to press, their employers association could not be reached for comment.

Disgruntled security workers to march

VERA VON LIERES

THOUSANDS of security workers will stage marches in major centres today to call for an end to compulsory registration for security guards and for the creation of an industrial council system.

Transport and General Workers' Union (TGWU) spokesman Kally Forrest said yesterday permission had been granted for marches in Johannesburg, Port Elizabeth, Cape Town, Durban and Maritzburg.

She said neither employers nor Law and Order Minister Adriaan Vlok had responded to union demands.

Workers are protesting against regulations requiring them to pay R70 in annual registration fees, and the compulsory fingerprinting of all guards.

The union said recently the registration was "a violation of human rights" and that it saw the Security Officers Act as an attempt to "make security guards into para-policemen".

The registration date was postponed to April 1 after union opposition.

A memorandum to be presented to Vlok today outlines workers' rejection of the Act.

Security guards' action gets state response

By DREW FORREST W/Mail 22/3-27/3/91 (287)

MARCHES by thousands of security guards last week in protest against the Security Officers' Act seem to have galvanised the government into a response.

On the eve of the marches, several weeks after the Transport and General Workers" Union (TGWU) approached the state for talks on the Act, Deputy Law and Order Minister Johan Scheepers met the union. Talks will resume this weekend.

Some 3 500 guards marched in Johannesburg, Durban, Pietermaritzburg and Cape Town. In Johannesburg, nine marchers were hurt by police rubber bullets.

Stating "absolute rejection" of the Act, memoranda handed to government offices demanded:

● No prosecution of workers refusing to register with the Security Officers' Board by the April 1 deadline.

The TGWU objects to registration fees, and views registration, a condition of security work, as a breach of fundamental rights.

● Negotiations between labour and employers on the Act, and state recognition of this process.

● Full Labour Relations Act coverage and Manpower Department jurisdiction for the security sector, which the TGWU wants regulated by a negotiated industrial council.

TGWU official Randall Howard said Scheepers had insisted the Act could not be scrapped but was willing to listen to union proposals for amendments.

TGWU's immediate goal is a moratorium on registration.

Howard also attacked employers, some of whom, he said, were continuing to coerce workers into registering with threats of dismissal.

"We're saying to Sansea (the South African National Security Employer Association): we've got the government to talk to us, you must support the process."

Compromise on Security Officers' Act

SW Mail 28/3 - 4/4/91

287

By DREW FORREST

TALKS among unionists, employers and the state may have defused the looming crisis over registration of security guards under the Security Officers' Act.

Registration, which members of the Transport and General Workers' Union (TGWU) vowed to defy, is due to take effect on April 1.

Worker defiance could have sparked dismissals, prosecutions and labour unrest.

TGWU assistant general secretary Randall Howard said the union would recommend to its members a compromise deal hammered out last weekend in talks involving the TGWU, a government team headed by Deputy Law and Order Minister Johan Scheepers, the Security Officers' Board and the South African National Security Employers' Association (Sansea).

"It's not the first prize, but it will give us some breathing space," he said.

The centrepiece of the compromise is the establishment of a joint working group to examine the Act, which TGWU wants scrapped and replaced by a negotiated industrial council. This would allow for tripartite negotiations, rather as in last year's talks on the Labour Relations Act, Howard said. TGWU will approach the Nactu security union, Vukani, to join the forum.

Other features are:

- Workers will register at an initial fee of R35, but there will be a three-month moratorium on prosecutions of those failing to register.
- The implementation of the R70 annual fee will be delayed until October.
- Fingerprinting of workers will be conducted by employers, without police involvement as provided for in the Act.

It has also been agreed that the union will join training and guards' advisory committees under the board.

The union must report its final decision on the deal to the government by April 8.

The TGWU originally demanded a complete moratorium on registration, but Howard said employers were adamant that the April 1 deadline should stand.

NOTICE 285 OF 1991

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

APPLICATION FOR VARIATION OF SCOPE OF REGISTRATION OF AN EMPLOYERS' ORGANISATION

I, David William James, Industrial Registrar, do hereby, in terms of section 4 (2) as applied by section 7 (5) of the Labour Relations Act, 1956, give notice that an application for the variation of its scope of registration has been received from the Fire Protection Industries Association of South Africa. Particulars of the application are reflected in the subjoined table.

Any registered employers' organisation which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Manpower, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

TABLE

Name of employers' organisation: Fire Protection Industries Association of South Africa.

Date on which application was lodged: 25 January 1991.

Interests and area in respect of which application is made: Employers engaged in the design, manufacture, installation, servicing, maintenance and repair of automatic sprinkler installations and other fire detection, fire alarm and extinguishing systems—

1. who have permanent business premises comprising at least one office and a workshop;

2. who are registered with the Automatic Sprinkler Inspection Bureau (Pty) Limited (ASIB) as installers;

3. who have in their employ competent erection staff;

4. who have full fabricating facilities;

5. who provide a 24-hour emergency service in each area of operation, and are capable of attending to an emergency call on site;

6. who carry on adequate supply of spares; and

7. whose business concern is registered with the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry,

in the Republic of South Africa.

Interest and area in respect of which registration is held: Employers engaged in the industry concerned with the design, manufacture and installation of automatic sprinkler installations and other fire detection, fire alarm and extinguishing systems in the municipal areas of Boksburg, Cape Town, Durban, East London, Johannesburg, Port Elizabeth and Pretoria.

Postal address of applicant: P.O. Box 1338, Johannesburg, 2000.

Office address of applicant: Metal Industries Building, corner of Marshall and Simmonds Streets, Johannesburg.

KENNISGEWING 285 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

AANSOEK OM VERANDERING VAN DIE REGISTRASIEBESTEK VAN 'N WERKGEWERSORGANISASIE

Ek, David William James, Nywerheidsregistrateur, maak ingevolge artikel 4 (2) soos toegepas by artikel 7 (5) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om die verandering van sy registrasiebestek ontvang is van die Fire Protection Industries Association of South Africa. Besonderhede van die aansoek word in onderstaande tabel verstrek.

Enige geregistreerde werkgewersorganisasie wat teen die aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou 123A, Schoemanstraat 215, Pretoria (posadres: Privaatsak X117, Pretoria, 0001).

TABEL

Naam van werkgewersorganisasie: Fire Protection Industries Association of South Africa.

Datum waarop aansoek ingedien is: 25 Januarie 1991.

Belange en gebied ten opsigte waarvan aansoek gedoen word: Werkgewers betrokke by die ontwerp, vervaardiging, installering, versiening, onderhoud en herstel van outomatiese sprinkelinstallasies en ander brandverklik-, brandalarm- en brandblusstelsels—

1. wat permanente besigheidspersele het wat uit minstens een kantoor en 'n werkswinkel bestaan;

2. wat by die Automatic Sprinkler Inspection Bureau (Pty) Limited (ASIB) as installeerders geregistreer is;

3. wat bevoegde oprigtingspersoneel in hul diens het;

4. wat volle vervaardigingsfasiliteite het;

5. wat 'n 24-uur-nooddiens in elke werksgebied verskaf en in staat is om ter plaatse aandag te skenk aan 'n noodoproep;

6. wat oor 'n toereikende voorraad onderdele beskik; en

7. wie se besigheidsonderneming geregistreer is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid,

in die Republiek van Suid-Afrika.

Belange en gebied ten opsigte waarvan registrasie gehou word: Werkgewers betrokke by die nywerheid wat gemoeid is met die ontwerp, vervaardiging en installering van outomatiese sprinkelinstallasies en ander brandverklik-, brandalarms- en brandblusstelsels in die munisipale gebiede van Boksburg, Durban, Johannesburg, Kaapstad, Oos-Londen, Port Elizabeth en Pretoria.

Posadres van applikant: Posbus 1338, Johannesburg, 2000.

Kantooradres van applikant: Metal Industriesgebou, hoek van Marshall- en Simmondsstraat, Johannesburg.

(287)

Attention is drawn to the following requirements of sections 4 and 7 of the Act:

(a) The representativeness of any employers' organisation which objects to the application shall in terms of section 4 (4) as applied by section 7 (5) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.

(b) The procedure laid down in section 4 (2) must be followed in connection with any objection lodged.

D. W. JAMES,
Industrial Registrar.
(28 March 1991)

Die aandag word gevestig op onderstaande vereistes van artikels 4 en 7 van die Wet:

(a) Die mate waarin 'n beswaarmakende werkgewersorganisasie verteenwoordigend is, word ingevolge artikel 4 (4), soos toegepas by artikel 7 (5), bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf in artikel 4 (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

D. W. JAMES,
Nywerheidsregistrateur.
(28 Maart 1991)

NOTICE 286 OF 1991

SOUTH AFRICAN RESERVE BANK

SECTION 30 (a) OF THE DEPOSIT-TAKING INSTITUTIONS ACT, 1990

PROVISIONAL REGISTRATION.—BOE MERCHANT BANK LIMITED

It is hereby notified for general information that **BOE MERCHANT BANK LIMITED** (approved literal translation—BOE AKSEPBANK BEPERK) was provisionally registered as a deposit-taking institution on 1991-03-18.
(28 March 1991)

KENNISGEWING 286 VAN 1991

SUID-AFRIKAANSE RESERWEBANK

ARTIKEL 30 (a) VAN DIE WET OP DEPOSITONEMENDE INSTELLINGS, 1990

VOORLOPIGE REGISTRASIE.—BOE MERCHANT BANK BEPERK

Hierby word vir algemene inligting bekendgemaak dat **BOE MERCHANT BANK BEPERK** (goedgekeurde letterlike vertaling—BOE AKSEPBANK BEPERK) op 1991-03-18 voorlopig as 'n depositonemende instelling geregistreer is.
(28 Maart 1991)

Anger at dismissals

South 4/4-10/4/91.

By Waghied Misbach (287)

SECURITY workers, claiming victimisation by employers, marched in the centre of Cape Town this week.

About 400 security workers, members of the Transport and General Workers Union (TGWU), protested at the dismissal of workers at two companies — which they claim were in violation of an agreement reached with the Minister of Law and Order, Mr Adriaan Vlok.

At a meeting on March 28, representatives of the South African National Security Employers Association (Sansea) and TGWU had met with Vlok to discuss the controversial Security Officers Act.

The agreement included the scrapping of the annual R70 registration fee and police involvement in fingerprinting of workers at registration.

The workers claim Sansea affiliates, Table Bay Security and Intercompany Security, had reneged on the agreement by dismissing workers, TGWU organiser Mr Basil Laatoe said on Wednesday.

The workers presented a memorandum to the Minister, demanding a moratorium on registration until their next meeting scheduled for April 8 and that security companies are informed of the agreement which took place last month.

They also want an industrial council and the scrapping of wage determination.

The companies could not be reached for comment by the time of going to press.



WORKER POWER: Security workers march in Cape Town this week PIC: YUNUS MOHAMED

Waste-Tech threatens interdict, says union

VERA VON LIERES

MANAGEMENT of industrial waste company Waste-Tech had threatened to interdict union members from intimidating temporary workers, Transport and General Workers' Union (TGWU) information officer Kally Forrest said yesterday.

Forrest said the company claimed yesterday striking workers were intimidating temporary employees at its Rietfontein depot. By interdicting, the company would ensure business as usual, she said.

She said the union viewed the company's threat to interdict as "extremely provocative" in view of the fact that it was employing casual staff. In addition, 600 workers had embarked on a countrywide legal strike, and had followed correct procedures.

Waste-Tech director Peter Swait was unable to comment on the matter yesterday.

Forrest said talks between the parties, deadlocked last week and further meetings had not yet been set up.

NOTICE 326 OF 1991

BY-ELECTION: HOUSE OF ASSEMBLY.— ELECTORAL DIVISION OF YEOVILLE

In accordance with sections 108 and 109 of the Electoral Act, 1979 (Act No. 45 of 1979), it is hereby notified that Mr Douglas Harvey Monro Gibson, representing the Democratic Party, was on 2 April 1991 declared to be duly elected as a member of the House of Assembly for the Electoral Division of Yeoville, no other person having been duly nominated as a candidate for election for the said division.

(12 April 1991)

NOTICE 327 OF 1991

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

REGISTRATION AS A TRADE UNION

It is hereby notified for general information that the South African Aviation Engineering and Allied Union (i) has with effect from 28 March 1991 in terms of section 4 (7) of the Labour Relations Act, 1956, been registered as a trade union in respect of persons employed in the Aviation Industry, as defined below, in the Republic of South Africa.

"Aviation Industry" means the industry in which employers and their employees are associated for the purpose of conducting activites relating to the arrival and/or departure of aircraft conveying passengers and/or freight for reward.

(12 April 1991)

NOTICE 328 OF 1991

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

CANCELLATION OF REGISTRATION OF AN EMPLOYERS' ORGANISATION

I, David William James, Industrial Registrar, hereby notify, in terms of section 14 (2) of the Labour Relations Act, 1956, that I have cancelled the registration of the Western Province Brick and Clay Manufacturers' Association with effect from 2 April 1991.

D. W. JAMES,
Industrial Registrar.

(12 April 1991)

NOTICE 329 OF 1991

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

APPLICATION FOR VARIATION OF SCOPE OF REGISTRATION OF A TRADE UNION

I, David William James, Industrial Registrar, do hereby, in terms of section 4 (2) as applied by section 7 (5) of the Labour Relations Act, 1956, give notice that an application for the variation of its scope of registration has been received from the Transport and General Workers Union. Particulars of the application are reflected in the subjoined table.

KENNISGEWING 326 VAN 1991

TUSSENVERKIESING: VOLKSRAAD.— KIESAFDELING YEOVILLE

Ooreenkomstig artikels 108 en 109 van die Kieswet, 1979 (Wet No. 45 van 1979), word hierby bekendgemaak dat mnr. Douglas Harvey Monro Gibson, wat die Demokratiese Party verteenwoordig, op 2 April 1991 vir die kiesafdeling Yeoville tot behoorlik verkose lid vir die Volksraad verklaar is aangesien niemand anders behoorlik vir verkiesing vir genoemde kiesafdeling genomineer is nie.

(12 April 1991)

KENNISGEWING 327 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

REGISTRASIE AS 'N VAKVERENIGING

Hierby word vir algemene inligting bekendgemaak dat die South African Aviation Engineering and Allied Union (i) met ingang van 28 Maart 1991 ingevolge artikel 4 (7) van die Wet op Arbeidsverhoudinge, 1956, as 'n vakvereniging geregistreer is ten opsigte van persone in diens in die Lugvaartbedryf, soos hieronder omskryf, in die Republiek van Suid-Afrika.

"Lugvaartbedryf" beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel van aktiwiteite uit te voer wat verband hou met die aankoms en/of vertrek van vliegtuie wat passasiers en/of lugvrag teen vergoeding vervoer.

(12 April 1991)

KENNISGEWING 328 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN REGISTRASIE VAN 'N WERKGEWERSORGANISASIE

Ek, David William James, Nywerheidsregistrateur, maak hierby kragtens artikel 14 (2) van die Wet op Arbeidsverhoudinge, 1956, bekend dat ek die registrasie van die Western Province Brick and Clay Manufacturers' Association met ingang van 2 April 1991 ingetrek het.

D. W. JAMES,
Nywerheidsregistrateur.

(12 April 1991)

KENNISGEWING 329 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

AANSOEK OM VERANDERING VAN DIE REGISTRASIEBESTEK VAN 'N VAKVERENIGING

Ek, David William James, Nywerheidsregistrateur, maak ingevolge artikel 4 (2) soos toegepas by artikel 7 (5) van die Wet op Arbeidsverhouding, 1956, hierby bekend dat 'n aansoek om die verandering van sy registrasiebestek ontvang is van die Transport and General Workers Union. Besonderhede van die aansoek word in onderstaande tabel verstrek.

Any registered trade union which objects to the application is invited to lodged its objection in writing with me, c/o the Department of Manpwer, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

TABLE

Name of trade union: Transport and General Workers Union.

Date on which application was lodged: 8 February 1991.

Interests and area in respect of which application is made: All persons engaged in the Cleaning Services Undertaking and in the Watch Patrol and Security Services Undertaking, in the Republic of South Africa.

For the purposes hereof the above-mentioned undertakings are defined as follows:

"Cleaning Services Undertaking" means the undertaking in which employers and their employees are associated for the purpose of cleaning and maintaining industrial and commercial premises and buildings (including flats let commercially), and includes cleaning, security and ancillary activities undertaken on the premises of universities and technikons (i.e. excluding all employees involved in teaching activities).

"Watch Patrol and Security Services Undertaking" means the undertaking in which employers and their employees are associated for the purpose of a guarding or protecting premises, buildings, structures, property, vehicles, vessels or boats or other watercraft.

Postal address of applicant: P.O. Box 9451, Johannesburg, 2000.

Office address of applicant: Seventh Floor, Pasteur Chambers, 191 Jeppe Street, Johannesburg.

Attention is drawn to the following requirements of sections 4 and 7 of the Act:

(a) The representativeness of any trade union which objects to the application shall in terms of section 4 (4) as applied by section 7 (5) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.

(b) The procedure laid down in section 4 (2) must be followed in connection with any objection lodged.

D. W. JAMES,

Industrial Registrar.

(12 April 1991)

Enige geregistreerde vakvereniging wat teen die aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou 123A, Schoemanstraat 215, Pretoria (posadres: Privaatsak X117, Pretoria, 0001).

TABEL

Naam van vakvereniging: Transport and General Workers Union.

Datum waarop aansoek ingedien is: 8 Februarie 1991.

Belange en gebied ten opsigte waarvan aansoek gedoen word: Alle persone in diens in die Skoonmaakdienste-onderneming, asook in die Wagpatrollie-en-sekuriteitsdienste-onderneming, in die Republiek van Suid-Afrika.

Vir die doeleindes hiervan word bogemelde onderneming soos volg omskryf:

"Skoonmaakdienste-onderneming" beteken die onderneming waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om nywerheids- en handelspersele en geboue (met inbegrip van woonstelle wat kommersieel verhuur word), skoon te maak en in stand te hou, en dit omvat skoonmaak-, sekuriteits- en gepaardgaande werksaamhede wat op die persele van universiteite en technikons onderneem word (d.w.s. uitgesonderd alle werknemers betrokke by doseerwerksaamhede).

"Wagpatrollie-en-sekuriteitsdienste-onderneming" beteken die onderneming waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om persele, geboue, strukture, eiendom, voertuie, skepe of bote of ander water vaartuie te bewaak of te beskerm.

Posadres van applikant: Posbus 9451, Johannesburg, 2000.

Kantooradres van applikant: Sewende Verdieping, Pasteur Chambers, Jeppestraat 191, Johannesburg.

Die aandag word gevestig op onderstaande vereistes van artikels 4 en 7 van die Wet:

(a) Die mate waarin 'n beswaarmakende vakvereniging verteenwoordigend is, word ingevolge artikel 4 (4), soos toegepas by artikel 7 (5), bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf by artikel 4 (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

D. W. JAMES,

Nywerheidsregistrateur.

(12 April 1991)

287

NOTICE 343 OF 1991

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

APPLICATION FOR REGISTRATION OF A TRADE UNION

I, David William James, Industrial Registrar, do hereby, in terms of section 4 (2) of the Labour Relations Act, 1956, give notice that an application for registration as trade union has been received from the Queenstown Munisipale Werknemersunie (Nie-Politiek). Particulars of the application are reflected in the subjoined table.

Any registered trade union which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Manpower, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

TABLE

Name of trade union: Queenstown Munisipale Werknemersunie (Nie-Politiek).

Date on which application was lodged: 21 March 1991.

Interests and area in respect of which application is made: Coloured persons employed in the Local Authority Undertaking as undertaken by the Municipality of Queenstown.

"Local Authority Undertaking" means the undertaking in which employers and their employees are associated for instituting, continuing and finishing any act, scheme or activity which is undertaken by a local authority.

"Local Authority" has the same meaning as that assigned to it by section 1 of the Labour Relations Act, 1956.

Postal address of applicant: 7 Church Street, Victoria Park, Queenstown, 5320.

Office address of applicant: 7 Church Street, Victoria Park, Queenstown, 5320.

Attention is drawn to the following requirements of section 4 of the Act:

(a) The representativeness of any trade union which objects to the application shall in terms of subsection (4) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.

(b) The procedure laid down in the subsection (2) must be followed in connection with any objection lodged.

D. W. JAMES,
Industrial Registrar.

KENNISGEWING 343 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

AANSOEK OM REGISTRASIE VAN 'N VAKVERENIGING

Ek, David William James, Nywerheidsregistrateur, maak ingevolge artikel 4 (2) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om registrasie as 'n vakvereniging ontvang is van die Queenstown Munisipale Werknemersunie (Nie-Politiek). Besonderhede van die aansoek word in onderstaande tabel verstrek.

Enige geregistreerde vakvereniging wat teen die aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou 123A, Schoemanstraat 215, Pretoria (posadres: Privaatsak X117, Pretoria, 0001).

TABEL

Naam van vakvereniging: Queenstown Munisipale Werknemersunie (Nie-Politiek).

Datum waarop aansoek ingedien is: 21 Maart 1991.

Belange en gebied ten opsigte waarvan aansoek gedoen word: Kleurlingpersone in diens in die Plaaslike Owerheidsonderneming soos onderneem deur die Munisipaliteit van Queenstown.

"Plaaslike Owerheidsonderneming" beteken die onderneming waarin werkgewers en hul werknemers met mekaar geassosieer is vir die instelling, voortsetting en afhandeling van enige handeling, skema of aktiwiteit wat deur 'n plaaslike owerheid onderneem word.

"Plaaslike owerheid" het dieselfde betekenis as wat by artikel 1 van die Wet op Arbeidsverhoudinge, 1956, daaraan toegewys is.

Posadres van applikant: Kerkstraat 7, Victoria Park, Queenstown, 5320.

Kantooradres van applikant: Kerkstraat 7, Victoria Park, Queenstown 5320.

Die aandag word gevestig op onderstaande vereistes van artikel 4 van die Wet:

(a) Die mate waarin 'n beswaarmakende vakvereniging verteenwoordigend is, word ingevolge subartikel (4) bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf by subartikel (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

D.W. JAMES,
Nywerheidsregistrateur.

easterly and north-easterly boundaries of the land known as Koelefontein 458 to the southernmost beacon of the land known as Korhaan Hoogte 457; thence further northwards along the easterly boundary of the land known as Korhaan Hoogte 457 to where it joins the southernmost beacon of the land known as 335; thence in an east-south-easterly direction with an imaginary straight line drawn to connect the last-mentioned beacon to the northernmost beacon of the land known as Noree 13; thence in a south-easterly direction along the north-easterly boundary of said Noree 13 to the eastermost beacon thereof; thence in a south-south-westerly direction with an imaginary straight line drawn to connect the last-mentioned beacon to Beacon 136 on the land known as Goree's Hoogte; thence south-south-eastwards with an imaginary straight line drawn to connect the last-mentioned beacon to the point where the eastern boundary of the land known as De Goree 100 meets the Breede River; thence in a generally westerly direction upstream along the middle of said Breede River to the easternmost crossing of the northern boundary of the land known as Le Chasseur 88 with the Breede River; thence in a south-easterly direction along the northern boundary of said Le Chasseur 88 to where it joins the 240 metre contour line; thence in a generally easterly direction and later northerly direction along said contour line to the point where it intersects the national road between Robertson and Worcester; thence in a west-north-westerly direction with an imaginary straight line drawn to connect the last-mentioned point and Beacon 148 on the land known as Lange Vallei 52, the point of beginning mentioned above.

[All indications in this description refer to the map South Africa 1:50 000, sheets 3319 DA Nuy (second edition 1977), 3319 DB Koo (second edition 1987), 3319 DC Langvlei (second edition 1974), 3319 DD Robertson (second edition 1974).]

(19 April 1991)

daarvandaan algemeen noordweswaarts met die suid-oostelike en noordoostelike grense van die grond bekend as Koelefontein 458 tot by die mees suidelike baken van die grond bekend as Korhaan Hoogte 457; daarvandaan verder noordwaarts met die oostelike grens van die grond bekend as Korhaan Hoogte 457 tot waar dit die suidelikste baken van die grond bekend as 335 ontmoet; daarvandaan in 'n oossuidoostelike rigting met 'n denkbeeldige reguit lyn langs wat getrek word om laasgenoemde baken en die noordelikste baken van die grond bekend as Noree 13 met mekaar te verbind; daarvandaan in 'n suidoostelike rigting met die noordoostelike grens van gemelde Noree 13 langs tot by die oostelikste baken daarvan; daarvandaan in 'n suidsuidwestelike rigting met 'n denkbeeldige reguit lyn langs wat getrek word om laasgenoemde baken en die Baken 136 op die grond bekend as Goree's Hoogte met mekaar te verbind; daarvandaan suidsuidoos-waarts met 'n denkbeeldige reguit lyn langs wat getrek word om laasgenoemde baken en die punt waar die oostelike grens van die grond bekend as De Goree 100 by die Breërivier aansluit met mekaar te verbind; daar-vandaan in 'n algemeen westelike rigting stroom-op met die middel van gemelde Breërivier langs tot by die oostelikste kruispunt met die Breërivier van die noorde-like grens van die grond bekend as Le Chasseur 88; daarvandaan in 'n suidoostelike rigting al met die noor-delike grens van gemelde Le Chasseur 88 langs tot waar dit die 240-meter-kontoerlyn kruis; daarvandaan in 'n algemeen oostelike en later noordelike rigting al met die gemelde kontoerlyn langs tot waar dit die nasionale pad tussen Robertson en Worcester kruis; daarvandaan in 'n wesnoordwestelike rigting al met 'n denkbeeldige reguit lyn langs wat getrek word om laas-genoemde punt en Baken 148 op die grond bekend as Lange Vallei 52, die beginpunt hierbo genoem, met mekaar te verbind.

[Alle aanduidings in hierdie beskrywing verwys na die kaart Suid-Afrika 1:50 000, velle 3319 DA Nuy (tweede uitgawe 1977), 3319 DB Koo (tweede uitgawe 1987), 3319 DC Langvlei (tweede uitgawe 1974), 3319 DD Robertson (tweede uitgawe 1974.)]

(19 April 1991)

---

(287)

BOARD NOTICE 50 OF 1991

SECURITY OFFICERS' ACT, 1987
(ACT No. 92 OF 1987)

The Security Officers' Board has in terms of section 19 (1) of the Security Officers' Act, 1987 drawn up a Code of Conduct to regulate the occupation of the security officer in the security industry.

The following Code of Conduct is held for comment:

RAADSKENNISGEWING 50 VAN 1991

WET OP SEKURITEITSBEAMPTES, 1987
(WET No. 92 VAN 1987)

Die Raad vir Sekuriteitsbeamptes het kragtens artikel 19 (1) van die Wet op Sekuriteitsbeamptes, 1987, die onderstaande gedragskode opgestel om die beroep van die sekuriteitsbeampte in die sekuriteits-bedryf te reguleer.

Die volgende gedragskode word voorgehou vir kommentaar:

CODE OF CONDUCT FOR SECURITY OFFICERS' OF THE SOUTH AFRICAN SECURITY INDUSTRY

Preamble

(287)

The quality of professional security activities depends upon security officers observing special standards of conduct and in manifesting good faith in professional relationships. The Security Officers' Board has adopted the following Code of Conduct for the guidance of and compliance with by security officers and which is made binding.

All masculine pronouns shall be deemed to include the feminine.

Section 1: A security officer shall perform his duties in accordance with the law.

Where such security officer provides a security service:

1.1 He shall be responsible for ensuring that all legislated or agreed conditions of employment are fully and fairly complied with and administered.

Section 2: A security officer shall at all times display truthfulness, honesty and integrity in the performance of his duties.

Where such security officer provides a security service:

2.1 He shall not act in matters involving conflicts of interests without appropriate disclosure and approval.

2.2 He shall truthfully give details of the service he can render.

2.3 He shall not tender for a service beyond the competence of his organization.

2.4 He shall not claim competence which does not exist in his organization.

Section 3: A security officer shall perform his duties and accept the responsibilities entrusted to him in accordance with the instructions issued to him by his employer.

3.1 He shall protect life and property.

3.2 He shall endeavour to prevent crime.

Section 4: A security officer shall not cause any subordinate to perform duties beyond the level of that subordinate's competence.

4.1 He shall ensure that his security officers are trained up to the relevant standard and that that standard is maintained.

Section 5: A security officer shall safeguard information entrusted to him.

5.1 A security officer shall not disclose any proprietary information without written authority of the owner.

Section 6: A security officer shall not maliciously injure the reputation of his colleagues, clients or employees.

6.1 A security officer shall respect the reputation and practice of others in the security community.

Comment must reach the Registrar, Security Officers' Board, Private Bag X817, Pretoria, 0001, by registered mail before or on 17 May 1991.
(19 April 1991)

GEDRAGSKODE VIR SEKURITEITSBEAMPTES VAN DIE SUID-AFRIKAANSE SEKURITEITSINDUSTRIE

Voorwoord

Die gehalte van professionele sekuriteitsaktiwiteite hang af van sekuriteitsbeamptes wat sekere standaarde van gedrag onderhou en wat in goeie geloof en professionele verhoudinge gemanifesteer word. Die Raad vir Sekuriteitsbeamptes het die volgende gedragskode aangeneem met die doel om vir die sekuriteitsbeamptes 'n riglyn daar te stel waaraan hulle moet voldoen en wat hulle bind:

Alle manlike voornaamwoorde sluit die vroulike in.

Artikel 1: 'n Sekuriteitsbeampte sal al sy pligte in ooreenstemming met die wet uitvoer.

1.1 Waar 'n sekuriteitsbeampte 'n sekuriteitsdiens lewer, sal hy daarvoor verantwoordelik wees om aan alle wetgewing of aanvaarde voorwaardes van indiensneming te voldoen en toe te pas.

Artikel 2: 'n Sekuriteitsbeampte sal te alle tye 'n liefde vir waarheid, eerlikheid en integriteit in die uitvoering van sy pligte openbaar.

Waar so 'n sekuriteitsbeampte 'n sekuriteitsdiens lewer, sal hy—

2.1 nie in konfliksituasies met betrekking tot belangstellings optree, sonder die regte onthulling en goedkeuring nie;

2.2 die regte besonderhede gee van die diens wat hy kan lewer;

2.3 nie homself beskikbaar stel vir take wat buite die regsmag van die organisasie val nie; en

2.4 nie regsbevoegdheid eis wat nie binne sy organisasie bestaan nie.

Artikel 3: 'n Sekuriteitsbeampte sal slegs die take uitvoer en die verantwoordelikhede aanvaar wat deur middel van instruksies, deur sy werkgewer aan hom toevertrou word.

3.1 Hy sal lewens en eiendom beskerm.

3.2 Hy sal onderneem om misdaad te voorkom.

Artikel 4: 'n Sekuriteitsbeampte sal nie 'n ondergeskikte beveel om pligte uit te voer wat nie binne sy regsmag val nie.

4.1 Hy sal seker maak dat sy sekuriteitsbeampte die nodige relevante opleiding ontvang en dat daardie standaard gehandhaaf word.

Artikel 5: 'n Sekuriteitsbeampte sal inligting wat aan hom toevertrou is, geheim hou.

5.1 'n Sekuriteitsbeampte sal nie prioriteitsinligting openbaar maak sonder geskrewe toestemming van die eienaar nie.

Artikel 6: 'n Sekuriteitsbeampte sal nie die reputasie van kollegas, klante of werknemers moedswillig benadeel nie.

6.1 'n Sekuriteitsbeampte sal te alle tye die reputasie en gewoontes van ander persone in die sekuriteitsdiens, respekteer.

Kommentaar moet die Registrateur, Raad vir Sekuriteitsbeamptes, Privaatsak X817, Pretoria, 0001, per geregistreerde pos voor of op 17 Mei 1991 bereik.
(19 April 1991)

(b) The amount of R190,00 for an M category member, R234,00 for an M1 category member, R260,00 for an M2 category member, R294,00 for an M3 category member and R320,00 for an M4+ category member in respect of each month worked by each person who has been admitted as a member of ELMED in terms of clause 25 (1) (b) shall be paid by the Council to ELMED.

(c) Every employer referred to in clause 25 (1) (c) shall pay monthly to ELMED the amount of R190,00 for an M category member, R234,00 for an M1 category member, R260,00 for an M2 category member R294,00 for an M3 category member and R320,00 for an M4+ category member in respect of each person who has been admitted to membership of ELMED in terms of clause 25 (1) (c).

(d) Every person who has been admitted to ELMED in terms of clause 25 (1) (d) shall pay monthly the amount of R190,00 for an M category member, R234,00 for an M1 category member, R260,00 for an M2 category member, R294,00 for an M3 category member and R320,00 for an M4+ member to ELMED.

(e) The Council may reduce the amounts referred to in paragraph (d) above, but such reduced rate shall be applicable only during the lifetime of the member who has been admitted in terms of clause 25 (1) (d).".

Signed at Johannesburg, as authorised for and on behalf of the parties to the Council, this 8th day of August 1990.

B. NICHOLSON,
Vice-Chairman.

L. M. BOWLES,
Member of the Council.

G. R. J. STRYDOM,
Assistant Secretary.

No. R. 897 **26 April 1991**

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE, SOUTH AND WESTERN TRANSVAAL. — AMENDMENT TO SICK BENEFIT FUND AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1991, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employee who are members of the said organisation or union.

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

(ii) net een salarisverhoging aan sodanige beampte of werknemer toegeken word indien sy salaris reeds gelyk is aan die voorlaaste kerf van die skaal wat op hom van toepassing is.

(7) Indien 'n salarisverhoging nie ingevolge subregulasie (4) (b), (5) (b) of (6) aan 'n beampte of werknemer toegeken word nie, is die bepalings van subregulasies (2), (3), (4), (5) en (6) *mutatis mutandis* van toepassing.

(8) Behoudens die bepalings van hierdie Regulasies word die salaris van 'n beampte of werknemer aan wie 'n salarisverhoging ingevolge subregulasie (4) (b), (5) (b) of (6) toegeken is, by die verstryking van elke verdere salarisverhogingstydperk verhoog met een salarisverhoging binne die perke van die skaal wat op hom van toepassing is.

Amptelike diensure

53. (1) Behoudens die bepalings van regulasie 54, bepaal die prinsipaal van 'n kollege die amptelike diensure van beamptes en werknemers van die betrokke kollege en sien hy toe dat hulle dit nakom.

(2) Ondanks die bepalings van hierdie regulasie, kan die prinsipaal van 'n kollege van 'n beampte of werknemer van die betrokke kollege vereis om op enige dag van die week of enige tyd van die dag of nag amptelike diens te verrig of om by sy normale werkplek of elders aanwesig te wees vir sodanige diens.

(3) 'n Beampte of werknemer van 'n kollege is nie gedurende sy amptelike diensure en tydperke van oortyddiens sonder toestemming van die prinsipaal van die betrokke kollege, van sy kantoor of werkplek afwesig nie.

(4) Die prinsipaal van 'n kollege bepaal—

(a) die etenspouse, van minstens 'n halfuur, van 'n beampte of werknemer of enige kategorie beamptes of werknemers van daardie kollege: Met dien verstande dat 'n etenspouse wat binne die amptelike diensure val nie geag word amptelike dienstyd vir die voltooiing van 'n werkweek te wees nie; en

(b) die tye waartydens die publiek vir amptelike doeleindes toegang tot daardie kollege het.

(5) (a) Indien 'n beampte of werknemer gedurende die amptelike diensure van diens afwesig is as gevolg van verlof toegestaan ingevolge hierdie Regulasies of weens ander omstandighede wat vir die raad aanneemlik is, word hy, vir die doeleindes van die voltooiing van sy werkweek, geag amptelike diens te verrig het gedurende sodanige afwesigheid.

(b) Die amptelike diensure wat ten opsigte van 'n bepaalde dag vir 'n beampte of werknemer bepaal is en wat—

(i) op openbare vakansiedag val, in die geval van 'n beampte of werknemer wat gewoonlik nie op sodanige dag werk nie; of

(ii) op 'n ander dag val wat hy gewoonlik in plaas van sodanige openbare vakansiedag van diens vrygestel is, in die geval van 'n beampte of werknemer wat gewoonlik op 'n openbare vakansiedag werk,

word geag amptelike diensure vir die doeleindes van die voltooiing van sy werkweek te wees.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (SOUTHERN AND WESTERN TRANSVAAL)

AMENDMENT OF SICK BENEFIT FUND AGREEMENT

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

South African Hairdressers' and Cosmetologists' Association

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

287 and the

South African Hairdressers Employees' Industrial Union

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

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

to amend the Sick Benefit Fund Agreement published under Government Notice No. R. 2512 of 13 November 1987, as extended and amended by Government Notices Nos. R. 2518 of 23 December 1988, R. 803 of 21 April 1989 and R. 1149 of 25 May 1990 (hereinafter referred to as "the SBF Agreement").

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

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

1.2 Notwithstanding the provisions of clause 1.1 the terms of this Agreement shall apply—

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

1.2.2 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.—MEMBERSHIP

Substitute the following for Clause 6.1 of the SBF Agreement:

6.1 All employers, with the exception of a close corporation or company, shall be members of the Fund, whether working employers or not. For the purposes of this clause and of clause 9.3 "employer" shall include any person who is a member of a close corporation and/or any person who is a director and/or shareholder of a company which is an employer in the trade.

3. CLAUSE 9.—CONTRIBUTIONS

1. Substitute the following for clause 9.2 of the SBF Agreement:

9.2 Every employer who is a member of the employers' organisation which is a party to this Agreement, and who has not been excluded or exempted from membership of the Fund under the provisions of this Agreement shall, as from the date of coming into operation of this Agreement, pay each month, including any month during which such employer is on ordinary or sick leave, contributions to this Fund in accordance with both X and Y of Group G.

BYLAE

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF (SUID- EN WES-TRANSVAAL)

SIEKTEBYSTANDSFONDS VIR DIE HAARKAPPERS-BEDRYF OOREENKOMS

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

South Africa Hairdressers' and Cosmetologists' Association

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

en die

South African Hairdressers Employees' Industrial Union

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

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

om die Siektebystandsfondsooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2512 van 13 November 1987, soos verleng en gewysig deur Goewermentskennisgewings Nos. R. 2518 van 23 Desember 1988, R. 803 van 21 April 1989 en R. 1149 van 25 Mei 1990 (hierna genoem "die SBF-ooreenkoms"), te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

1.1 Behoudens andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms van toepassing op en moet dit in die Haarkappersbedryf nagekom word.

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

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

1.2 Ondanks die bepalings van 1.1 sal hierdie Ooreenkoms nie van toepassing wees nie op—

1.2.1 slegs werknemers wie se lone voorgeskryf is in hierdie Ooreenkoms en op die werkgewers van sodanige werknemers;

1.2.2 op vakleerlinge insoverre dit nie onbestaanbaar is met die bepalings van die MOW of enige ooreenkoms aangegaan of enige bepaling wat daarvolgens vasgestel is nie;

2. KLOUSULE 6.—LIDMAATSKAP

Vervang klousule 6.1 van die SBF-ooreenkoms deur die volgende:

6.1 Alle werkgewers, met die uitsondering van 'n beslote korporasie of maatskappy, moet lede van die Fonds wees, hetsy hulle werkende werkgewers is of nie. Vir die toepassing van hierdie klousule en van klousule 9.3 sluit "werkgewer" enige persoon in wat lid is van 'n beslote korporasie en/of enige persoon wat 'n direkteur is en/of aandeelhouer is in 'n maatskappy wat 'n werkgewer in die bedryf is.

3. KLOUSULE 9.—BYDRAES

1. Vervang klousule 9.2 van die SBF-ooreenkoms deur die volgende:

9.2 Elke werkgewer wat 'n lid is van die werkgewersorganisasie wat 'n party is by hierdie Ooreenkoms, en wat nie uitgesluit of vrygestel is van lidmaatskap van die Fonds ingevolge hierdie Ooreenkoms nie, moet vanaf die datum van inwerkingtreding van hierdie Ooreenkoms elke maand, met inbegrip van 'n maand waartydens sodanige werkgewer met gewone of siekteverlof is, bydraes tot hierdie Fonds maak ooreenkomstig X en Y van Groep G.

2. Substitute the following Contributions for those set out in clause 9.3 of the SBF Agreement:

9.3 Contributions effective from date of publication.

2. Vervang die bydraes soos uiteengesit in klousule 9.3 van die SBF-ooreenkoms deur die volgende:

9.3 Bydraes van krag vanaf datum van publikasie.

Group	Work category	Contributions	
		X	Y
		R	R
B	Apprentice, general assistant, trainee hairdresser, manicurist and/or beauty culturist in the first nine months of training if her salary is less than R705 per month:		
	Single member	30,00	30,00
	Member with 1 or 2 dependants	40,50	40,50
	Member with 3 or more dependants	44,50	44,50
C	Shampooist:		
	Single member	60,00	40,00
	Member with 1 or 2 dependants	81,00	54,00
	Member with 3 or more dependants	89,40	59,60
D	Manicurist and/or beauty culturist after the first nine months of training, and/or if earning a salary of R705 or more per month in the first nine months of training:		
	Single member	84,00	56,00
	Member with 1 or 2 dependants	113,40	75,60
	Member with 3 or more dependants	124,80	83,20
E	Receptionist and/or telephonist earning less than R1 000 per month, and hairdresser in the fist year after qualification if earning less than R1 000 per month:		
	Single member	96,00	64,00
	Member with 1 or 2 dependants	129,60	86,40
	Member with 3 or more dependants	142,80	95,20
F	Hairdresser, hairdresser in the first year after qualification if earning R1 000 or more per month, and receptionist and/or telephonist if earning R1 000 per month or more:		
	Single member	156,00	104,00
	Member with 1 or 2 dependants	210,60	140,40
	Member with 3 or more dependants	231,60	154,40
G	Employer, working or non-working, notwithstanding that such employer may be performing any work referred to in Groups B to F inclusive:		
	Single member	150,00	150,00
	Member with 1 or 2 dependants	202,50	202,50
	Member with 3 or more dependants	223,00	223,00

Notes:

1. Scheme where (apart from Group B which is 50/50, and the provisions of Note 2 below) employees contribute 60% and employers contribute 40%.

X = Employees share, Y = Employers share.

2. Employers pay both the X and Y contributions for themselves.

3. Substitute the following for clause 9.7 of the SBF Agreement:

9.7 All amounts required to be forwarded to the Council shall be delivered or sent to 15 Edward Street, Roodepoort, 1724, or posted to P.O. Box 1963, Roodepoort, 1725.

4. CLAUSE 10.—BENEFITS

Substitute the following for Clauses 10.1.1 to 10.1.3 of the SBF Agreement:

10.1.1 *Annual benefits and limits effective from date of publication of this Agreement.*—The annual benefits, and the limits thereon, to which members of the Fund shall be entitled by virtue of their membership shall be those prescribed from time to time by the Rules of the Fund.

Signed at Roodepoort, on behalf of the parties, this 23rd day of October 1990.

J. DANIEL,
Chairman of the Council.

B. D. MARTIN,
Vice-Chairman of the Council.

J. A. MARTIN,
Secretary of the Council.

NOTICE 452 OF 1991

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF AGRICULTURAL DEVELOPMENT

NOTICE OF MEETING OF CREDITORS IN TERMS OF SECTION 22 (1) OF THE AGRICULTURAL CREDIT ACT, 1966

A meeting of the undermentioned applicant and his creditors is hereby convened at the place and date mentioned hereunder for the purpose of enabling creditors to prove their claims against the applicant and of considering a proposal for a compromise by the Agricultural Credit Board.

J. H. SMIT,
Director: Directorate Financial Assistance,
Department of Agricultural Development.

KENNISGEWING 452 VAN 1991

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN LANDBOU-ONTWIKKELING

KENNISGEWING VAN VERGADERING VAN SKULDEISERS KRAGTENS ARTIKEL 22 (1) VAN DIE WET OP LANDBOUKREDIET, 1966

Hierby word 'n vergadering van ondergenoemde applikant en sy skuldeisers op die plek en datum hieronder genoem, belê, met die doel om skuldeisers in staat te stel om hul vorderings teen die applikant te bewys en 'n skikkingsvoorstel van die Landboukredietraad te oorweeg.

J. H. SMIT,
Direkteur: Direktoraat Finansiële Bystand,
Departement van Landbou-ontwikkeling.

Application by Aansoek van	Place of meeting Plek van byeenkoms	Date and time Datum en tyd
Martin Petrus Albertus de Beer (Id 461206 5026 005), of the farm/van die plaas Plot/Perseel J 112, Strydmag, Marble Hall, 0450	Magistrate's Office/Kantoor van die Landdros, Groblersdal	11 July/Julie 1991 at/om 11:00.

(24 May 1991)/(24 Mei 1991)

NOTICE 453 OF 1991

DEPARTMENT OF PUBLIC WORKS AND LAND AFFAIRS

Notice is hereby given that the Deputy Minister of Land Affairs approved on 30 April 1991 that the period in which to apply for registration as a surveyor or a survey technician in terms of section 22 (3) of the Professional Land Surveyors' and Technical Surveyors' Act, 1984 (Act No. 40 of 1984), be extended to 30 June 1992.

(24 May 1991)

KENNISGEWING 453 VAN 1991

DEPARTEMENT VAN OPENBARE WERKE EN GRONDSAKE

Kennis word hiermee gegee dat die Adjunk-minister van Grondsake op 30 April 1991 goedgekeur het dat die tydperk waarin aansoek gedoen kan word vir registrasie as 'n opmeter of 'n opmetingstegnikus in terme van artikel 22 (3) van die Wet op Professionele Landmeters en Tegniese Opmeters, 1984 (Wet No. 40 van 1984), verleng word tot 30 Junie 1992.

(24 Mei 1991)

NOTICE 454 OF 1991

DEPARTMENT OF POSTS AND TELECOMMUNICATIONS

APPOINTMENT AS ACTING POSTMASTER GENERAL

It is notified for general information that approval has been conveyed for the appointment of Mr Pieter Willem Adriaan Senekal, Senior General Manager, Human Resources as Acting Postmaster General during the period 27 May to 14 June 1991.

(24 May 1991)

KENNISGEWING 454 VAN 1991

DEPARTEMENT VAN POS- EN TELEKOMMUNIKASIEWESE

AANSTELLING AS WAARNEMENDE POSMEESTER-GENERAAL

Daar word vir algemene inligting bekendgemaak dat goedkeuring verleen is vir die aanstelling van mnr. Pieter Willem Adriaan Senekal, Senior Hoofbestuurder, Menslike Hulpbronne as Waarnemende Posmeester-generaal gedurende die tydperk 27 Mei tot 14 Junie 1991.

(24 Mei 1991)

NOTICE 455 OF 1991

DEPARTMENT OF MANPOWER

MANPOWER TRAINING ACT, 1981

ACCREDITATION OF TRAINING BOARD: HAIRDRESSING AND COSMETOLOGY INDUSTRY TRAINING BOARD

It is hereby notified for general information that the Registrar of Manpower Training, in terms of section 12B of the Act, accredited the Hairdressing and Cosmetology Industry Training Board on 13 May 1991 in respect of the Hairdressing and Cosmetology Industry, as defined in Government Notice No. R. 935 of 3 May

KENNISGEWING 455 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP MANNEKRAGOPLEIDING, 1981

AKKREDITERING VAN OPLEIDINGSRAAD: HAARKAPPERY EN KOSMETOLOGIENYWERHEID OPLEIDINGSRAAD

Hierby word vir algemene kennisname bekendgemaak dat die Registrateur van Mannekragopleiding die Haarkappery en Kosmetologienywerheid Opleidingsraad, kragtens artikel 12B van die Wet, op 13 Mei 1991

1991 in the Republic of South Africa and that all the provisions of the Manpower Training Amendment Act, 1990, are deemed to have come into operation in that industry and area on the said date.

The attention of apprentices and employers of apprentices in the Hairdressing and Cosmetology industry is drawn to the provisions of section 53 (4) of the said Amendment Act, in terms of which, in respect of each apprentice who was employed in that industry and area in terms of a contract of apprenticeship on the said date, the parties to such contract shall within 90 days after the said date, notify the said Training Board of their choice regarding the conditions of apprenticeship which shall apply to the further training of the apprentice in question.

(24 May 1991)

NOTICE 456 OF 1991

CUSTOMS AND EXCISE TARIFF APPLICATIONS: LIST 19/91

The following application concerning the Customs and Excise Tariff has been received by the Board of Trade and Industry. Any objections to or comments on these representations must be submitted to the Chief Executive, Board of Trade and Industry, Private Bag X753, Pretoria, 0001, within six weeks of the date of this notice. Attention is drawn to the fact that the rates of duty mentioned in the application are those requested by the applicant and that the Board, depending on its findings, may recommend lower or higher rates of duty.

Withdrawal of the rebate facilities in respect of:

Multiple (folded) or cabled polyester yarn, for the manufacture of woven and knitted fabrics (items 311.03/5509.22/01.06 and 311.04/5509.22/01.06).

[BTI Ref. T5/2/11/9/1 (910143) (Miss H. Claassens)]

Applicant:

Textile Federation, P.O. Box 16278, Doornfontein, 2028.

List 18/91 was published under General Notice 430 of 22 May 1991.

(24 May 1991)

NOTICE 457 OF 1991

CUSTOMS AND EXCISE TARIFF APPLICATIONS: LIST 2/91

A. The following applications considered by the Board of Trade and Industry have not been supported:

1. Investigation into the microcomputer manufacturing industry (*Government Gazette* No. 11862 of 12 May 1989) (Report 2874).

2. Rebate of the duty on various raw materials for the manufacture of handbags (List 22/90 T.A.C. 900188) (Report 2980).

geakkrediteer het ten opsigte van die Haarkappery en Kosmetologienywerheid, soos omskryf in Goewermentskennisgewing No. R. 935 van 3 Mei 1991 in die Republiek van Suid-Afrika, en dat al die bepalings van die Wysigingswet op Mannekragopleiding, 1990, geag word op genoemde datum in daardie nywerheid en gebied in werking te getree het.

Vakleerlinge en werkgewers van vakleerlinge in die Haarkappery en Kosmetologienywerheid se aandag word gevestig op die bepalings van artikel 53 (4) van genoemde Wysigingswet, ingevolge waarvan, ten opsigte van elke vakleerling wat in daardie nywerheid en gebied op genoemde datum ingevolge 'n kontrak van vakleerlingskap in diens was, die partye tot sodanige kontrak binne 90 dae na daardie datum, hul keuse aangaande die leervoorwaardes wat op die betrokke vakleerling se verdere opleiding van toepassing sal wees, aan die genoemde Opleidingsraad bekend moet maak.

(24 Mei 1991)

KENNISGEWING 456 VAN 1991

DOEANE- EN AKSYNSTARIEFAANSOEKE: LYS 19/91

Onderstaande aansoek betreffende die Doeane- en Aksynstarief is deur die Raad van Handel en Nywerheid ontvang. Enige beswaar teen of kommentaar op hierdie vertoë moet binne ses weke na die datum van hierdie kennisgewing aan die Hoof Uitvoerende Beampte, Raad van Handel en Nywerheid, Privaatsak X753, Pretoria, 0001, gerig word. Die aandag word daarop gevestig dat die skale van reg wat in die aansoek genoem word, dié is wat deur die applikant aangevra is en dat die Raad, afhangende van sy bevindinge, hoër of laer skale van reg mag aanbeveel.

Intrekking van die kortingfasiliteite ten opsigte van:

Meerdraad- (getwynde) of gekabelde poliëstergaring, vir die vervaardiging van weef- en breistowwe (items 311.03/5509.22/01.06 en 311.04/5509.22/01.06).

[RHN verw. T5/2/11/9/1 (910143) (Mej. H. Claassens)]

Applikant:

Tekstielfederasie, Posbus 16278, Doornfontein, 2028.

Lys 18/91 is by Algemene Kennisgewing 430 van 22 Mei 1991 gepubliseer.

(24 Mei 1991)

KENNISGEWING 457 VAN 1991

DOEANE- EN AKSYNSTARIEFAANSOEKE: LYS 2/91

A. Die volgende aansoeke wat deur die Raad van Handel en Nywerheid oorweeg is, is nie gesteun nie:

1. Ondersoek na die Mikrorekenaarvervaardigingsbedryf (*Staatskoerant* No. 11862 van 12 Mei 1989) (Verslag 2874).

2. Korting van die reg op verskeie grondstowwe vir die vervaardiging van handsakke (Lys 22/90, T.A.K. 900188) (Verslag 2980).

COMPANIES

Recession hitting security industry

B|Day 4|7|91

MARC HASENFUSS

CONTRARY to popular belief, escalating unrest and crime has not benefited the security industry to the extent perceived, Chubb Holdings chairman Dirk Ackerman says in his annual review.

"Disposable incomes have been eroded and the industry has been subjected to the effects of recession like any other business," he said. Ackerman predicted a decline in sales for all Chubb's divisions during the first half, and that increased competition in all areas of Chubb's business activities would limit the opportunities for profit margin improvement.

However, excluding the effects of a partial pension fund contribution holiday, he expected Chubb's earnings level to be maintained in the year ahead.

As a result the group's efforts were being directed at improving efficiencies and managing assets, Ackerman said.

In the year to March 1991 Chubb benefited from a pension fund contribution holiday which bolstered earnings a share to 137,9c (98,6c). Directors said had this not happened earnings a share would have been 117,7c.

In his divisional review, Ackerman said the export drive by Chubb Lock and Safe into Africa and Eastern Europe had been successful. "In the past six months the level of inquiries and orders closed has increased significantly, which bodes well for the future."

The slow start to government and institutional investment in black residential housing would not significantly increase demand for Josiah Parkes & Sons' lock products in the current year.

The rationalisation of Rennies Electronic security and Chubb Alarms had been completed and would provide a firm foundation for future growth, he said.

Chubb Systems and the Fire Security division would continue to face a severe decline in demands from the construction industry and government.

Ackerman said that in order to minimise the effects of the drop in business, Fire Security's staff levels were reduced and two nonperforming branches were closed.

Workers granted interdict

(287)

South 8/8 – 14/8/91

THE Supreme Court, Cape Town, granted 73 Table Bay Security Patrols workers an interdict preventing the firm's managing director, Mr James M Rentzke, from assaulting and victimising them.

The interdict also restrains Rentzke from intimidating, harassing, or unlawfully interfering with workers.

Earlier this year 24 workers were reinstated after being dimissed for participating in union activities.

"Since their reinstatement, they've been faced with constant threats and some were assaulted," Transport and General Workers Union (T&GWU) secretary Mr Nic Henwood claimed.

Rentzke refuted the allegations.

Danger, death stalks the guards

287 Star 22/8/91

By Guy Jepson
Crime Staff

While the average security guard is less likely to be attacked and killed than a uniformed policeman, guards who transport cash and valuables are paying a heavy price for their chosen careers

Most security company owners interviewed by The Star agree that although security guards have been killed in responding to alarms or on guard duty at business premises, those in the cash transfer business are most at risk.

Two recent attacks on Fidelity Guards and Coin Security personnel bear out the remark by FG chief executive Roy Macfarlane that it is "a miniature war out there"

On the morning of July 15, an FG armoured van pulled up outside an office at Stilfontein mine's number 6 shaft in Hartebeesfontein, western Transvaal

One of the guards went inside and the driver, Hendrik Kleynhans (21), stayed in the van On guard outside stood Hendrik Coetzee (23).

Between six and seven men arrived in a bakkie

Mr Coetzee was killed instantly when one of them opened fire with an AK-47 rifle.

Mr Kleynhans was injured in the head, leg, back, hip and arm. The robbers exchanged fire with the third guard who emerged from the office.

The gang then drove off, taking five cash boxes Police later found 30 spent AK-47 cartridges on the scene

In the second attack, last Monday in Soweto, police said eight men opened fire on three Coin Security guards while they were offloading money at the Chiawelo branch of First National Bank Two guards were critically injured

Mr Macfarlane told The Star that eight Fidelity Guards were killed between February 1990 and February this year

"This is more, in fact, than in the whole of Fidelity Guards' previous 33-year history "

Another four Fidelity Guards have since died violently

Mr Macfarlane attributes the appalling losses to the apparently unlimited availability of sophisticated weapons, high unemployment, the political situation and the widening gap between "haves" and "have-nots"

Of particular concern is the the availability of weapons. "It has become so easy to be a gangster," he said.

Mr Macfarlane nevertheless stresses that the company has been actively working on a number of strategies aimed at protecting its personnel.

"Although the pattern has continued this year, there have been fewer successful attacks

"For every successful attack we probably have one or two aborted attacks, maybe more — we don't know how often an alert crew notices something suspicious, radioes the police who arrive and then whoever's following us disappears "

2 4 If the grievance has not been resolved within two days, any further investigations and the reasons for the failure to resolve the grievance shall be set down in writing for the Departmental Manager concerned who, in taking all necessary steps to resolve the grievance, may hear evidence from or convene meetings with, any or all of the parties who are relevant to its resolution and will attempt to resolve the grievance within five working days of the previous hearing

2 5 If the grievance is not resolved within five working days, the Departmental Manager shall set down in writing any further allegations and the reasons for the failure to resolve the grievance, and refer the matter to a senior management representative of the Company, who in taking all necessary steps to resolve the grievance, may hear evidence from or convene meetings with any or all of the parties who are relevant to its resolution.

2.6 The final decision shall be reduced to writing and a copy thereof shall be given to the employee who raised the grievance.

GRIEVANCE FORM

Employee .....

Date.....

Details of grievance .....

.....

.....

Action agreed upon .....

.....

.....

.....

Signature of Supervisor.....

Signature of employee .....".

9. CLAUSE 21: PENSION FUND

In subclause (2), substitute the figure "6" for the figure "5".

Signed at Cape Town, on behalf of the parties, this 18th day of December 1990.

S. PENNEY,
Chairman.

J. HEEGER,
Vice-Chairman.

K. L. BARNES,
Secretary.

No. R. 2077 **23 August 1991**

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE, CAPE PENINSULA: AMENDMENT OF MAIN AGREEMENT

I, Eli van der Merwe Louw, 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 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

2.4 Indien die grief nie binne twee dae opgelos is nie, moet enige verdere ondersoek en die redes vir die mislukking om die grief op te los, op skrif gestel en aan die departementsbestuurder oorhandig word, wat weer op sy beurt in 'n poging om die grief op te los, getuienis kan aanhoor van, of 'n vergadering kan belê met, enigeen van of al die partye wat betrokke is by die soort en wat dan moet probeer om die grief binne vyf werkdae na afloop van die vorige vergadering, op te los.

2 5 Indien die grief na vyf werkdae onopgelos is, moet die departementshoof enige bykomende beskuldigings en die redes vir die mislukking om die grief op te los, op skrif stel en die saak na 'n senior bestuursverteenwoordiger van die Maatskappy verwys, wat dan weer al die nodige stappe moet doen om die grief op te los, en getuies kan aanhoor, van of 'n vergadering belê met enigeen van of al die partye wat by die saak betrokke is.

2 6 Die finale besluit moet op skrif gestel en 'n afskrif aan die werknemer, wat die grief aanhangig gemaak het, gegee word.

GRIEWEVORM

Werknemer.....

Datum .....

Besonderhede van grief .....

.....

.....

.....

Optrede waartoe ooreengekom .....

.....

.....

.....

.....

Handtekening van Toesighouer .....

Handtekening van werknemer ....."

9. KLOUSULE 21: PENSIOENFONDS

In subklousule (2), vervang die syfer "5" deur die syfer "6"

Geteken by Kaapstad op hede die 18de dag van Desember 1990

S. PENNEY,
Voorsitter

J. HEEGER,
Ondervoorsitter

K. L. BARNES,
Sekretaris

No. R. 2077 **23 Augustus 1991**

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, KAAPSE SKIEREILAND: WYSIGING VAN HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1992 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) 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 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.

ELI VAN DER MERWE LOUW,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, CAPE PENINSULA

AGREEMENT

(287)

in accordance with the provisions of the Labour Relations Act, Act No. 28 of 1956, 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,

to amend the Agreement published under Government Notice No. R 1902 of 2 September 1983, as renewed and amended by Government Notices Nos R 300 of 15 February 1985, R. 1336 of 27 June 1986, R. 1805 of 29 August 1986, R. 2212 of 24 October 1986, R 2724 of 24 December 1986, R. 2330 of 18 November 1988, R 1913 of 1 September 1989, R 309 of 16 February 1990 and R. 965 of 3 May 1991.

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 District of The Cape, 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 Notices Nos 171 of 8 February 1957, and 283 of 2 March 1962, respectively, 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 661 of 19 April 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.

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

ELI VAN DER MERWE LOUW,
Minister van Mannakrag.

BYLAE

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF KAAPSE SKIEREILAND

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, Wet No. 28 van 1956, gesluit deur en aangegaan tussen die

S.A. Hairdressers' and Cosmetologists' Association (Western Cape Division)

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

S.A. Hairdressers' Employees' Industrial Union (Western Cape)

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

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf, Kaapse Skiereiland,

om die Ooreenkoms gepubliseer by Goewermentskennisgewing No R. 1902 van 2 September 1983, soos hernieu en gewysig deur Goewermentskennisgewings Nos. R. 300 van 15 Februarie 1985, R 1336 van 27 Junie 1986, R. 1805, van 29 Augustus 1986, R. 2212 van 24 Oktober 1986, R. 2724 van 24 Desember 1986, R. 2330 van 18 November 1988, R 1913 van 1 September 1989, R. 309 van 16 Februarie 1990 en R 965 van 3 Mei 1991 te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in die landdrosdistrikte Die Kaap, Wynberg, Simonstad, Goodwood en Bellville; in daardie gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermentskennisgewings Nos 171 van 8 Februarie 1957 en 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het, in daardie gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermentskennisgewing No 661 van 19 April 1974 binne die landdrosdistrik Stellenbosch geval het maar wat voor 2 Maart 1962 binne die landdrosdistrik Bellville geval het, in daardie gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermentskennisgewing No 1683 van 7 Augustus 1987 binne die landdrosdistrik Bellville geval het en in daardie gedeelte van die landdrosdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermentskennisgewing No 173 van 9 Februarie 1973) binne die landdrosdistrik Wynberg geval het.

(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 No. R. 1902 of 2 September 1983, 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.

287

2. CLAUSE 3.—DEFINITIONS

(1) Substitute the following for the definition of "establishment":

" 'establishment' means any premises in which toilet services are rendered for gain or otherwise;"

3. CLAUSE 4: WAGES

In subclause (8) (a), after the words "above three", insert the following proviso:

"Provided that, as from the date of coming into operation of the agreement, no one who is not at that time in employment as a shampooist shall be employed as a shampooist by any employer unless such person has for at least one year in the immediately preceding five years been in continuous employment as a shampooist and that fact is vouched for the Council's records.

A certificate under the hand of the Secretary for the time being of the Council or his duly authorised deputy stating the length of time during which any person has been in employment as a shampooist according to the computer 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 certificates.".

4. CLAUSE 6: HOURS OF WORK

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

"(a) The ordinary hours of work of all employees engaged in the Hairdressing Trade shall not exceed 45 per week of six working days, as follows:

Mondays to Fridays.—Hours of work not to exceed 9 per day between the hours of 07h00 and 19h00;

Saturdays.—Hours of work not to exceed 9 per day between the hours of 07h00 and 18h00."

(2) Substitute the following for subclause (6)—Meal Intervals.

"(6) *Meal Intervals* —All employees shall be allowed an interval of at least one hour for a meal between the hours of 12h00 and 14h00 on all working days: Provided that no employee shall be required or allowed to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour, and for the purposes of this proviso, periods of work interrupted by an interval of less than one hour shall be deemed to be continuous. Provided further that, in lieu of the granting of meal intervals, an employer and his employee may agree that the employee will be granted such time off as has been worked and such arrangement shall be in writing: Provided further that if such intervals be for longer than one hour, any period in excess of one hour and a quarter shall be deemed to be ordinary hours of work.".

5. CLAUSE 7: ANNUAL LEAVE AND PAYMENT FOR ANNUAL LEAVE

Substitute the following for subclause (2):

"(2) (a) Every employee, except casual employees shall be granted 21 consecutive days' leave of absence on full pay in respect of each year of service referred to in subclause (7): Provided that an employer shall, at the written request of an employee, have the right to allow an employee to take such annual leave of 21 days not necessarily consecutively but subject always to the provisions of subclause (3) The 21 days' leave shall include 18 clear working days.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing—

(a) op werknemers vir wie daar in klousule 4 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R 1902 van 2 September 1983, soos van tyd tot tyd gewysig, lone voorgeskryf word, en

(b) op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of 'n leerlingkontrak aangegaan of voorwaardes gestel ingevolge genoemde Wet

2. KLOUSULE 3: WOORDOMSKRYWING

(i) Vervang die omskrywing van "bedryfsinrigting" deur die volgende:

" 'bedryfsinrigting' 'n perseel waarin toiletdienste gelewer word vir wins of andersins,"

3. KLOUSULE 4: LONE

In subklousule (8) (a), na die woorde "behalwe drie", voeg die volgende voorbehoud in:

"Met dien verstande dat, vanaf 1 Januarie 1990, niemand wat op daardie tydstip nie as 'n sjampoeis werksaam is nie, nie deur 'n werkgewer in diens geneem mag word nie, tensy sodanige persoon vir minstens een jaar gedurende die voorafgaande vyf jaar ononderbroke werksaam was as 'n sjampoeis en daardie feit deur die Raad se rekords bevestig word

'n Sertifikaat geteken deur die dan diensdoende Sekretaris van die Raad of sy behoorlik gemagtigde plaasvervanger wat die tydperk vermeld waarin 'n persoon werksaam was as 'n sjampoeis volgens die rekenaarrekords van die Raad, is afdoende bewys van die feite daarin aangegee en dit is nie nodig om die hoedanigheid van die ondertekenaar van sodanige sertifikate te bewys nie."

4. KLOUSULE 6: WERKURE

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

"(1) (a) Die gewone werkure van alle werknemers wat werksaam is in die Haarkappersbedryf is hoogstens 45 per week van ses werkdae, naamlik—

Maandag tot Vrydag —Hoogstens 9 per dag tussen die ure 07h00 en 19h00;

Saterdae —Hoogstens 9 per dag tussen die ure 07h00 en 18h00 ".

(2) Vervang subklousule (6), "Etenspouses", deur die volgende:

"(6) *Etenspouses.*—Alle werknemers moet 'n pouse van minstens een uur vir 'n ete toegelaat word tussen die ure 12h00 en 14h00 op alle werkdae: Met dien verstande dat geen werknemer verplig of toegelaat moet word om meer as vyf uur aaneen te werk sonder 'n ononderbroke pouse van ten minste een uur nie, en vir die doel van hierdie voorbehoud moet werktydperke wat onderbreek word deur 'n pouse van minder as een uur geag word aaneenlopend te wees. Voorts met dien verstande dat in plaas van etenspouses toe te staan, 'n werkgewer en sy werknemer ooreenkom dat die werknemer sodanige tyd as wat gewerk is diensvry toegestaan moet word, en sodanige reelings moet op skrif gestel word: Voorts met dien verstande dat indien sodanige pouse langer as een uur duur, enige tydperk wat een en 'n kwart uur oorskry, geag moet word gewone werkure te wees ".

5. KLOUSULE 7: JAARLIKSE VERLOF EN BESOLDIGING VIR JAARLIKSE VERLOF

Vervang subklousule (2) deur die volgende:

"(2) (a) Alle werknemers, behalwe los werknemers, moet 21 agtereenvolgende dae verlof met volle betaling toegestaan word ten opsigte van elke jaar diens in subklousule (7) bedoel: Met dien verstande dat 'n werkgewer die reg het om, op skriftelike versoek van 'n werknemer, die werknemer toe te laat om sodanige jaarlikse verlof van 21 dae nie noodwendig agtereenvolgend te neem nie, maar altyd onderworpe aan die bepalings van subklousule (3) Die 21 dae verlof moet 18 skoon werkdae insluit

(b) An employer who has worked for the same employer for seven years or more shall be entitled to an extra six days' leave in an establishment which works a six-day week and an extra five days' leave in an establishment which works a five-day week.

(c) Any employee whose contract of employment with such employer terminates after the completion of one month's employment but before the completion of his current annual leave cycle shall in respect of each completed week of employment be entitled to one seventeenth of the weekly remuneration which the employee was receiving immediately prior to the date of termination of service.".

6. Insert the following new clause 8*bis*—Maternity Leave:

"8*bis* • MATERNITY LEAVE

Any female employee going on confinement who has been continuously employed by her employer for a period of not less than 24 months, shall be entitled to unpaid maternity leave for a period not exceeding three months with a guarantee of re-employment after the aforementioned period on the same terms and conditions of employment as at the date on which the maternity leave was granted, subject to the following conditions:

(a) The employee on confinement shall, before or on the expiry date of the three-month period, notify her employer whether or not she will recommence employment;

(b) proof of confinement shall be submitted to the employer upon the employee's return to work in the form of a birth certificate or death certificate, in the case of a still-birth, or a medical certificate in the case of a miscarriage,

(c) the employer may extend the three-month period upon receipt of a valid medical certificate from a registered medical practitioner advising the employee not to return to work for medical reasons;

(d) the employer shall be permitted to employ a temporary employee in the same category as the employee who has been granted maternity leave on a temporary contract for the period of absence of the employee who has been granted maternity leave. Temporary contracts of employment may be obtained from the Council in a *pro forma* format

(e) during the period referred to in paragraph (d), all the provisions of the agreements administered by the Council shall apply to the temporary employee;

(f) during the contract period the employer may, subject to the principles laid down by the Industrial Court from time to time, or for any other reason recognised in law terminate the contract of temporary employment;

(g) should either the employer or employee breach the agreement of re-employment as aforesaid, such party committing the breach shall be liable to the other for an amount equivalent to two weeks' wages."

7. CLAUSE 16: EXPENSES OF THE COUNCIL, SUBSCRIPTIONS TO THE S.A. HAIRDRESSERS' EMPLOYEES' INDUSTRIAL UNION (WESTERN CAPE BRANCH) AND THE S.A. HAIRDRESSERS' AND COSMETOLOGISTS' ASSOCIATION (WESTERN CAPE DIVISION)

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

"(1) For the purpose of meeting expenses of the Council, every employer shall deduct—

(a) 28 cents per week from the earnings of every general assistant and from the earnings of every shampooist during the first year of experience,

(b) 28 cents per week from the earnings of every casual employee in respect of each week during which he was employed by that employer;

(b) 'n Werknemer wat sewe jaar of langer vir dies werkgewer gewerk het, is geregtig op 'n addisionele se verlof in 'n bedryfsinrigting wat ses dae per week werk addisionele vyf dae verlof in 'n bedryfsinrigting wat vy per week werk.

(c) 'n Werknemer wie se dienskontrak met sodanige v gewer eindig na voltooiing van een maand diens maar die voltooiing van sy huidige jaarlikse verlofsiklus is opsigte van elke voltooide week diens geregtig op sewentiende van die weeklikse besoldiging wat die w nemer ontvang het onmiddellik voor die datum van bee ging van diens.".

6. Voeg die volgende nuwe klousule 8*bis*—Kraamverlo

"8*bis* • KRAAMVERLOF

'n Vroulike werknemer wat vir bevalling moet gaan, ononderbroke in diens was van haar werkgewer vir 'n tydp van minstens 24 maande is geregtig op onbetaalde kra verlof vir 'n tydperk van hoogstens drie maande met waarborg van herindiensneming na voormelde tydperk dieselfde bepalinge en diensvoorwaardes as op die dat waarop die kraamverlof toegestaan is, onderworpe aan volgende bepalinge:

(a) Die werknemer met kraamverlof moet voor of op verstrykdatum van die tydperk van drie maande haar we gewer in kennis stel of sy diens sal hervat al dan nie;

(b) bewys van die bevalling moet aan die werkgew gelewer word by die werknemer se terugkeer na haar werk die vorm van 'n geboortesertifikaat of 'n doodsertifikaat, die geval van 'n doodgeboorte, of 'n mediese sertifikaat in c geval van 'n miskraam;

(c) die werkgewer kan die tydperk van drie maande verler by ontvangs van 'n geldige mediese sertifikaat wat die wer nemer aanraai om, weens mediese redes, nie na haar wer terug te keer nie;

(d) die werkgewer kan 'n tydelike werknemer, van dieselfd kategorie as die werknemer aan wie kraamverlof toegestaa is, in diens neem op 'n tydelike kontrak vir die verloftydper van die werknemer aan wie kraamverlof toegestaan is. Tyde like dienskontrakte kan in 'n *pro forma*-formaat van die Raa verkry word;

(e) gedurende die tydperk in paragraaf (d) bedoel, is al die bepalinge van die ooreenkomste wat deur die Raad geadmi nistreer word, van toepassing op die tydelike werknemer;

(f) gedurende die kontraktydperk kan die werkgewer onderworpe aan die beginsels van tyd tot tyd deur die Nywerheidshof bepaal, of om enige ander regsgeldige rede, die tydelike dienskontrak beeindig,

(g) indien òf die werkgewer òf die werknemer die herindiensnemingskontrak soos voormeld verbreek, is die party wat die kontrak verbreek aan die ander party aanspreeklik vir 'n bedrag gelyk aan twee weke se lone.".

7. 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 BRANCH)

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

"(1) Ter bestryding van die Raad se uitgawes moet elke werkgewer die volgende bedrae aftrek:

(a) 28 sent per week van die verdienste van elke algemene assistent en van die verdienste van elke sjampoeis gedurende die eerste jaar ondervinding;

(b) 28 sent per week van die verdienste van elke los werknemer ten opsigte van elke week wat hy by die werkgewer in diens was;

(c) 42 cents per week from the earnings of every shampooist with more than one year's experience;

(d) 70 cents per week from the earnings of manicurists and/or beauty culturists and receptionists and/or telephonists;

(e) 83 cents per week from the earnings of each of his employees, other than casual employees, apprentices and employees referred to in paragraphs (a) to (d).

To the total amounts so deducted, the employer shall add a like amount and remit month by month the total sum to the Secretary of the Council, Fifth Floor, Broadway Centre, Foreshore, Cape Town, or P.O. Box 1536, Cape Town, not later than the seventh day of each and every month in the form prescribed in Annexure A to this Agreement.".

8. CLAUSE 25: SICK BENEFIT FUND

(1) Substitute the following for subclauses (3) (b), (c) and (d):

"3 (b) For the purpose of the Fund and subject to subclauses (14) and (15) and provisio (ix) to subclause (4), every employer shall each month deduct the following amounts from the wages of his monthly-paid employees who are members of the Fund:

(i) R13,00 per month in the case of all qualified hairdressers in the gentlemen's and/or ladies' trade, whether full-time or part-time employees, who are members of the Fund;

(ii) R9,10 per month in the case of manicurists and/or beauty culturists, and receptionists and/or telephonists in the gentlemen's and/or ladies' trade, whether full-time or part-time employees,

(iii) R5,85 per month in the case of general assistants and shampooists;

(iv) R5,85 per month in the case of apprentices who are members of the Fund, during the first year of apprenticeship;

(v) R6,50 per month in the case of apprentices who are members of the Fund, during the second and third years of apprenticeship.

(vi) R11,70 per month in the case of unqualified hairdressers, whether full-time or part-time;

(vii) R15,60 per month in the case of qualified hairdressers with Master's Certificate whether full-time or part-time.

(c) Every working employer shall contribute R13,00 per month to the Fund on his own behalf

(d) Every employer shall, month by month, remit free of exhange to the Secretary of the Council, P.O. Box 1536, Cape Town, or Fifth Floor, Broadway Centre, Foreshore, Cape Town, not later than the seventh day of each and every month in the form prescribed in Annexure A to this Agreement, the total sum collected under subclause (3) (b) and (c), plus—

(i) R9,75 per month in respect of all employees who are employed as qualified hairdressers in the gentlemen's and/or ladies' trade, whether full-time or part-time employees;

(ii) R5,85 per month in respect of all employees who are employed as manicurists and/or beauty culturists, and receptionists and/or telephonists in the gentlemen's and/or ladies' trade, whether full-time or part-time employees;

(iii) R4,55 per month in respect of all employees who are employed as general assistants and shampooists;

(iv) R3,90 per month in respect of apprentices who are members of the Fund during their first year of apprenticeship;

(v) R4,55 per month in respect of apprentices who are members of the Fund during their second and third years of apprenticeship,

(c) 42 sent per week van die verdienste van elke sjampoeis met meer as een jaar ondervinding;

(d) 70 sent per week van die verdienste van elke manikuris en/of skoonheidskundige en/of ontvangsklerk en/of telefonis,

(e) 83 sent per week van die verdienste van elkeen van sy werknemers, uitgesonderd los werknemers, vakleerlinge en werknemers in paragrawe (a) tot (d) bedoel.

By die totale bedrae aldus afgetrek moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag maand na maand, voor of op die sewende dag van elke maand, aan die Sekretaris van die Raad, Vyfde Verdieping, Broadway Centre, Strandgebied, Kaapstad, of Posbus 1536, Kaapstad, stuur in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms.".

8. KLOUSULE 25: SIEKTEBYSTANDSFONDS

(1) Vervang subklousule (3) (b), (c) en (d) deur die volgende:

"(3) (b) Vir die doel van die Fonds en behoudens subklousules (14) en (15) en voorbehoudsbepaling (ix) van subklousule (4) moet elke werkgewer elke maand die volgende bedrae aftrek van die lone van sy maandeliks besoldigde werknemers wat lede is van die Fonds:

(i) R13,00 per maand in die geval van alle gekwalifiseerde haarkappers in die mans- en/of dameshaarkappery, hetsy voltydse of deeltydse werknemers, wat lede is van die Fonds;

(ii) R9,10 per maand in die geval van manikuriste en/of skoonheidskundiges, en ontvangsklerk en/of telefoniste in die mans- en/of dameshaarkappery, hetsy voltydse of deeltydse werknemers;

(iii) R5,85 per maand in die geval van algemene assistente en sjampoeiste;

(iv) R5,85 per maand in die geval van vakleerlinge wat lede is van die Fonds, gedurende die eerste jaar vakleerlingskap;

(v) R6,50 per maand in die geval van vakleerlinge wat lede is van die Fonds, gedurende die tweede en derde jaar vakleerlingskap;

(vi) R11,70 per maand in die geval van ongekwalifiseerde haarkappers, hetsy voltyds of deeltyds;

(vii) R15,60 per maand in die geval van gekwalifiseerde haarkappers met 'n Meestersertifikaat, hetsy voltyds of deeltyds.

(c) Elke werkende werkgewer moet R13,00 per maand namens homself tot die Fonds bydra.

(d) Elke werkgewer moet maand vir maand, voor of op die sewende dag van elke maand, in die vorm van Aanhangsel A van hierdie Ooreenkoms voorgeskryf, aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, of Vyfde Verdieping, Broadway Centre, Strandgebied, Kaapstad, die volle bedrag wat ingevolge subklousule 3 (b) en (c) ingevorder is, bankkommissievry stuur, plus—

(i) R9,75 per maand ten opsigte van alle werknemers wat werksaam is as gekwalifiseerde haarkappers in die mans- en/of dameshaarkappery, hetsy voltydse of deeltydse werknemers;

(ii) R5,85 per maand ten opsigte van alle werknemers wat werksaam is as manikuriste en/of skoonheidskundiges, en ontvangsklerke en/of telefoniste in die mans- en/of dameshaarkappery, hetsy voltydse of deeltydse werknemers;

(iii) R4,55 per maand ten opsigte van elke werknemers wat as algemene assistente en sjampoeiste werksaam is;

(iv) R3,90 per maand ten opsigte van vakleerlinge wat lede is van die Fonds, gedurende hul eerste jaar vakleerlingskap;

(v) R4,55 per maand ten opsigte van vakleerlinge wat lede is van die Fonds, gedurende hul tweede en derde jaar vakleerlingskap;

(vi) R8,45 per month in respect of all employees who are employed as unqualified hairdressers;

(vii) R12,35 per month in respect of all employees who are employed as qualified hairdressers with Master's certificate.".

(2) In subclause (4) (a), substitute the figure "R60,00" for the figure "R25,00"

(3) In subclause (4) (a), insert the expression "of medical aid rates" after the expression "80 per cent".

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

"(4) (c) supplies on the authority of a prescription signed by a general practitioner or specialist, of medicines, drugs, ointments, bandages and lotions· Provided that the cost thereof is not more than R250 per annum. Any excess over the sum of R250 per annum for prescriptions so issued, shall be paid by such member himself.".

(5) In subclause (4) (d), substitute the figure, "R120,00" for the figure "R60,00".

(6) In subclause (4) (e), substitute the figure "R200,00" for the figure "R100,00".

(7) In subclause (4) (e), insert the expression "subject to the Fund paying a benefit equal to 75% per cent of medical aid rates per claim" after the expression "13 weeks"

(8) In subclause (4) (e) (ix), delete the expression "The aforesaid medical examination shall be at the expense of the Fund];".

(9) In subclause (4) (e) (ii), substitute the figure "R1 500,00" for the figure "R750,00".

9. CLAUSE 27: SICK PAY FUND

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

(3) (a) The Fund shall be financed by contributions in terms of paragraphs (b), (c) and (d).

(b) For the purposes of the Fund, every employer shall deduct the following amounts from the wages of each of his employees:

(i) R3,70 per month in respect of all employees whose gross wage is not more than R400,00 per month;

(ii) R4,50 per month in respect of all employees whose gross wage is more than R400,00 per month but not more than R600,00 per month;

(iii) R5,30 per month in respect of all employees whose gross wage is more than R600,00 per month but not more than R850,00 per month;

(iv) R6,90 per month in respect of all employees whose gross wage is more than R850,00 per month but not more than R1 500,00 per month;

(v) R12,00 per month in respect of all employees whose gross wage is more than R1 500,00 per month

No deductions may be made from the remuneration due to an apprentice.

(c) Every working employer shall contribute on his behalf according to his monthly gross wage both the employee contribution as prescribed in subclause (3) (b) and the employer contribution as prescribed in subclause (3) (d).

(d) Every employer shall, month by month, remit free of exchange to the Secretary of the Council, P O. Box 1536, Cape Town, or Fifth Floor, Broadway Centre, Foreshore, Cape Town, not later than the seventh day of each and every month, in the form prescribed in Annexure A to this Agreement, the total collected under paragraphs (b) and (c) of this subclause, plus—

(i) R2,50 per month in respect of all employees whose gross wage is not more than R400,00 per month;

(vi) R8,45 per maand ten opsigte van alle werknemers wat werksaam is as ongekwalifiseerde haarkappers;

(vii) R12,35 per maand ten opsigte van alle werknemers wat werksaam is as gekwalifiseerde haarkappers met 'n meestersertifikaat ".

(2) In subklousule (4) (a), vervang die syfer "R25,00" deur die syfer "R60,00".

(3) In subklousule (4) (a), voeg die uitdrukking "van mediese hulptariewe" in na die uitdrukking "80 persent".

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

"(4) (c) die verskaffing van medisyne, artseny- of verdowingsmiddels, salf, verbande en velmiddels, by voorlegging van 'n voorskrif deur 'n algemene praktisyn of spesialis geteken: Met dien verstande dat die koste daarvan hoogstens R250 per jaar beloop. Uitgawes van meer as R250 per jaar vir voorskrifte aldus uitgereik moet deur sodanige lid self betaal word.".

(5) In subklousule (4) (d), vervang die syfer "R60,00" deur die syfer "R120,00".

(6) In subklousule (4) (e), vervang die syfer "R100,00" deur die syfer "R200,00".

(7) In subklousule (4) (e), voeg die uitdrukking "onderworpe daaraan dat die Fonds 'n voordeel gelyk aan 75 persent van mediese hulptariewe per eis betaal" in na die uitdrukking "13 weke".

(8) In subklousule (4) (e) (ix), skrap die uitdrukking "Voornoemde mediese ondersoek moet op rekening van die Fonds uitgevoer word];".

(9) In subklousule (4) (e) (ii), vervang die syfer "R750,00" deur die syfer "R1 500,00".

9. KLOUSULE 27: SIEKEFONDS

(1) Vervang subklousule (3) deur die volgende:

(3) (a) Die Fonds word gefinansier deur bydraes ingevolge paragrawe (b), (c) en (d).

(b) Vir die doel van die Fonds, moet elke werkgewer die volgende bedrae van die lone van elkeen van sy werknemers aftrek:

(i) R3,70 per maand ten opsigte van alle werknemers wie se bruto lone hoogstens R400,00 per maand beloop;

(ii) R4,50 per maand ten opsigte van alle werknemers wie se bruto lone meer as R400,00 per maand maar hoogstens R600,00 per maand beloop;

(iii) R5,30 per maand ten opsigte van alle werknemers wie se bruto lone meer as R600,00 per maand maar hoogstens R850,00 per maand beloop;

(iv) R6,90 per maand ten opsigte van alle werknemers wie se bruto lone meer as R850,00 per maand maar hoogstens R1 500,00 per maand beloop;

(v) R12,00 per maand ten opsigte van alle werknemers wie se bruto lone meer as R1 500,00 per maand beloop.

Geen aftrekkings mag gemaak word van die besoldiging wat aan 'n vakleerling toekom nie.

(c) Elke werkende werkgewer moet ten behoewe van homself ooreenkomstig sy bruto loon, beide die werknemer se bydrae soos voorgeskryf in subklousule (3) (b) en die werkgewer se bydrae soos voorgeskryf in subklousule (3) (d), bydra

(d) Elke werknemer moet, maand vir maand, voor of op die sewende dag van elke maand, in die vorm in Aanhangsel A van hierdie Ooreenkoms voorgeskryf, aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, of Vyfde Verdieping, Broadway Centre, Strandgebied, Kaapstad, die volle bedrag wat ingevolge subklousule (3) (b) en (c) ingevorder is, bankkommissievry betaal, plus—

(i) R2,50 ten opsigte van alle werknemers wie se bruto loon hoogstens R400,00 per maand beloop;

(ii) R3,00 per month in respect of all employees whose gross wage is more than R400,00 per month but not more than R600,00 per month;

(iii) R3,50 per month in respect of all employees whose gross wage is more than R600,00 per month but not more than R850,00 per month;

(iv) R4,50 per month in respect of all employees whose gross wage is more than R850,00 per month but not more than R1 500,00 per month;

(v) R12,00 per month in respect of all employees whose gross wage is more than R1 500,00 per month.

In the case of a weekly-paid employee, the contributions to be made by the employer in respect of his employee shall be weekly at the rate of 3/13ths of the monthly contribution specified above.".

Signed at Cape Town this 14th day of February 1991.

D. VAN DER WESTHUIZEN,
Chairman.

MRS P. LAMPRECHT,
Vice-chairman.

K. L. BARNES,
Secretary.

No. R. 2078 **23 August 1991**

LABOUR RELATIONS ACT, 1956

BORDERFURNITUREMANUFACTURINGINDUSTRY: AMENDMENT OF MAIN AGREEMENT

I, Eli van der Merwe Louw, 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 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 20 March 1992, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

(ii) R3,00 per maand ten opsigte van alle werknemers wie se bruto loon meer as R400,00 per maand maar hoogstens R600,00 per maand beloop;

(iii) R3,50 per maand ten opsigte van alle werknemers wie se bruto loon meer as R600,00 per maand maar nie hoogstens R850,00 per maand beloop;

(iv) R4,50 per maand ten opsigte van alle werknemers wie se bruto loon meer as R850,00 per maand maar hooogstens R1 500,00 per maand beloop;

(v) R12,00 per maand te opsigte van alle werknemers wie se bruto loon meer as R1 500,00 per maand beloop.

In die geval van 'n weekliks besoldigde werknemer moet die bydraes wat die werkgewer moet maak ten opsigte van sy werknemer weekliks wees teen die koers van 3/13des van die maandelikse bydrae hierbo gespesifiseer.".

Geteken te Kaapstad op hede die 14de dag van Februarie 1991.

D. VAN DER WESTHUIZEN,
Voorsitter.

MRS P. LAMPRECHT,
Ondervoorsitter.

K. L. BARNES,
Sekretaris.

No. R. 2078 **23 Augustus 1991**

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, GRENS: WYSIGING VAN HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk op 20 Maart 1992 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

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

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

NO GUARD! dog

but treated like a

(287) ARG 31/8/91

THE SOLE support of six children, Templeton Jezile, died defending building materials that didn't even belong to him.

Even more tragically, as a casual worker he had no pension, no medical aid, nothing. It was only through an appeal in the pages of The Argus that money was raised to send his body home for burial.

Not all security guards are as poorly off. But many believe that they are. And all are aware that the rewards are often not worth the price — often the ultimate price — that is paid.

The Transport and General Workers' Union, which organises workers in the security industry, says its members work under "impossible" conditions.

Allegations of racism, harassment and intimidation, starvation wages, 24-hour shifts without sleep or meal breaks, no pensions or medical aid funds and no rewards for loyalty or long service abound in the industry.

A case in point is the urgent interdict obtained in the Supreme Court by employees at Table Bay Security Services last month against their employer, Mr Jimmy Rentzke, restraining him from intimidating, assaulting or pointing his firearm at them — something they allege he did frequently.

He did not oppose the application and agreed to pay R3 000 towards the legal costs of obtaining the interdict.

Most of these claims have been rejected by the managements concerned, who say they are equal opportunity companies with fair working conditions.

Many of the allegations, and the replies from management, suggested a substantial difference in perception and a lack of insight on both sides.

There are, of course, legal guidelines but even these have been the subject of protracted wrangling between State, employer and worker bodies.

The Security Officers Act, which became law on April 1, created a statutory Security Officer's Board which falls under the Ministry of Law and Order.

All security officers and companies are obliged to register with the board and a criminal record means automatic disqualification.

After country-wide protests against the legislation were lodged, a working group comprising government and trade union officials and employers was established to thrash out problems and report by the end of the month.

Principal objections to the Act are the registration fee of R35 and annual membership fee of R70, the way the SOB is constituted (only the Minister can appoint members) and the powers of the Minister in terms of the board.

The union is not opposed in principle to the concept of registration because it feels a degree of control over workers and employers is necessary for the industry.

Workers are also concerned at how the R70 annual membership fee — which would amount to millions — would be spent.

The issue of fingerprinting for criminal record checking is also a stumbling block — workers feel that minor offences, for which people have served sentences and redeemed themselves, should not be taken into account, and that they should not have to pay R35 for the privilege of undergoing this investigation.

They believe the answer lies in an Industrial Council at which employers and workers can negotiate and exchange views.

Security guards are the private sector's forgotten people. They are the men and women who risk their lives protecting other people's property but in many cases, they claim, they are treated worse than the dogs which stand with them. **LINDA GALLOWAY** investigates the working conditions of security guards in Cape Town and Mossel Bay, unearthing surprising and horrifying truths

New law provides cold comfort for forgotten people

Workers tell of leaking tents

287

AEG 31/8/91

TORN, leaking tents have been home since 1989 for guards working for Fidelity Guards, which has the security contract for Mossgas in Mossel Bay.

Between 10 and 20 men share tents at the Dias Strand Holiday Resort. There is no electricity or cooking facility and no lockers or cupboards for employees to keep personal possessions.

They said a kiosk which opened next to campsite was blatantly exploiting workers by charging, for example, R2.65 for a packet of 20 cigarettes.

The guards are issued with two blankets and a groundsheet. There are 10 shifts in a 24-hour cycle and guards must dress by candlelight and stand inspection before going on duty.

Workers said one family, a couple with eight children, had been living in a tent since 1989, in spite of an assurance that it was temporary accommodation.

The campsite is only available out of season and between November and January the guards are moved to a bushy area at Klein Brak.

A second group is housed on the Sea Shells Hotel premises, where six or eight people share a small room and a toilet. They also do their cooking in the room.

The guards are bussed to their stations, but complain that buses pick them up early and sometimes leave them waiting for hours after their shifts have ended. There are communal raincoats and overcoats which must be left behind at the end of the shift. Employees can buy overcoats from the company.

Workers say they do not get payslips and so have no indication of overtime worked and deductions.

The guards said they worked 12-hour shifts with no meal breaks. If they are not relieved they have to stand for a further 12 hours without a break. They said workers on the Mossgass site were given pre-packed meals and guards had been warned that if they were found with one they would be instantly dismissed.

The guards who work as escorts on the Mossgass buses are paid R421 a month, those working inside the Mossgass plant get R553 a month and those guarding the guard camp site get R462 a month.

A wage demand of R500 across the board increase and improvements in working conditions was rejected by management last month because annual negotiations take place in February.

In response to the allegations, Fidelity Guards divisional industrial relations manager Mr J C Malan acknowledged that the campsite in Mossel Bay was "not the ideal" but that plans had been submitted for alterations at the Sea Shells Motel site and all employees would move there once these were completed.

Mossel Bay guards are currently paid 38.7 percent in excess of the legislated minimum wages," Mr Malan said, and Mossgas guards had been given a 25 percent increase on July 1. Their take home pay was "significantly higher" than their basic wages because of overtime and Sunday work.

The refusal to negotiate wages at Mossel Bay was based on the July increase and that branches had to have a verified union majority on February 1 each year. The Mossel Bay workers only achieved a majority at the end of July, he said.

Mr Malan said the company issued all guards with bushjackets and jerseys and rejected the alleged shortage of uniforms. The payroll system had recently been computerised and in future show all the details. "All branches are subject to auditing by the company auditors."



rted art

al Gallery boob over 'domestic w

□ **IN THE COLD:** Security guards endure a cold and lonely existence

(287)

AIEG 31/8/91

Cape firms reject charges

BLACK people were "not treated like human beings" at one Cape Town security company, according to employees.

Fidelity Guards employees claimed white security guards were given rapid promotion after they joined the company, even over the heads of black guards who had trained them when they first arrived, and that white guards were not subject to the same disciplinary hearings and dismissals.

One of their colleagues, a Mr Ndzeuku, who had 20 years service with the company, died on duty at Mitchell's Plain bakery premises in Phillipi last month. He had made a fire in a container to keep warm in a hut without light or a heater, and was asphyxiated by the fumes.

Workers claim the company did not inform his family in Transkei, or make arrangements for his body to be sent home. They said the company did not pay for the funeral and the only payment to Mr Ndzeku's family was R1 200 from the provident fund. Two guards were allowed to attend the funeral on behalf of the company after a work stoppage in protest.

Other complaints which were echoed by guards from other companies, were that black guards were not issued with firearms, there were problems with getting replacement uniforms and that there was no medical cover, other than workmen's compensation, for injuries.

"They treat us like machines while we are alive and throw us away when we die. They do not care for their workers," said one guard.

A company spokesman Mr Malan emphatically rejected the allegations made by the workers.

"Accusing the company or its management of racism is a traditional union cliche. We operate as a non-discriminatory company ... ability to perform the job is the main criterion. We have firm policies and procedures in this regard".

Mr Malan said the company operated strictly in terms of the disciplinary procedures laid down in the recognition agreement, which also contained a grievance procedure. "The fact that such resort has not been taken speaks for itself."

Referring to Mr Ndzeku, Mr Malan said the benefits paid to his family were "substantially greater" than claimed. The fund referred to was a staff benefit fund and was the only one of its kind in the industry.

Mr Malan said the company provided conditions for its staff which were "far superior to the minimum conditions laid down in relevant legislation and substantially superior to the vast majority of guarding companies operating in southern Africa."

Guards at Pritchard Security claimed black workers were discriminated against in terms of salaries, uniforms, transport and promotion.

They said many workers were paid below the minimum laid down by the wage determination board (R413); they were only ever given second-hand uniforms and had to wait at pick-up points while other workers were collected at their homes.

Regional manager Mr Alan van Wyk denied their claims and said only people who had wages docked for not going to work could possibly earn less than the minimum.

"My books are available and open for inspection," he said.

The workers alleged that, if not relieved and forced to stand a second shift, they were only paid R4 for the second shift but Mr van Wyk said the R4 was a meal allowance over and above the overtime pay they logged themselves.

"Our guards only work a 48-hour week, as opposed to other companies where they work 72 hours," he said.

No workers were picked up at home unless they were called in while they were off-duty.

Company vehicles no longer went into townships because they had lost several vehicles in unrest incidents.

The company also had voluntary medical aid and pension schemes which staff could join.

Guards at Springbok Patrols made the same allegations about racism, uniforms, transport and the arming of white guards.

General manager Mr William Barlow stressed that it was an equal opportunity company with promotion based on merit.

He said it was possible that workers got the odd second-hand jersey or pair of trousers, but that there was a full-time laundry on the premises where they could exchange worn or dirty clothing.

He said there were black guards working on national security key-points who were trained and carried firearms.

"They are two-stripers who carry anything from revolvers to pump-action shotguns," he said.

Cleaners, guards in city demo

Star 11/9/91

287

By Stan Hlophe

Anglo American Property Services security and cleaning staff downed their whistles, brushes and brooms and took part in a three-hour picket outside the company's Diagonal Street premises in Johannesburg yesterday.

The action by about 200 employees was in protest against the dismissal of four colleagues and alleged racial discrimination by a security chief, Sam de Wet.

Other demands include the dismissal of Mr de Wet and an end to alleged harassment and abuse of staff.

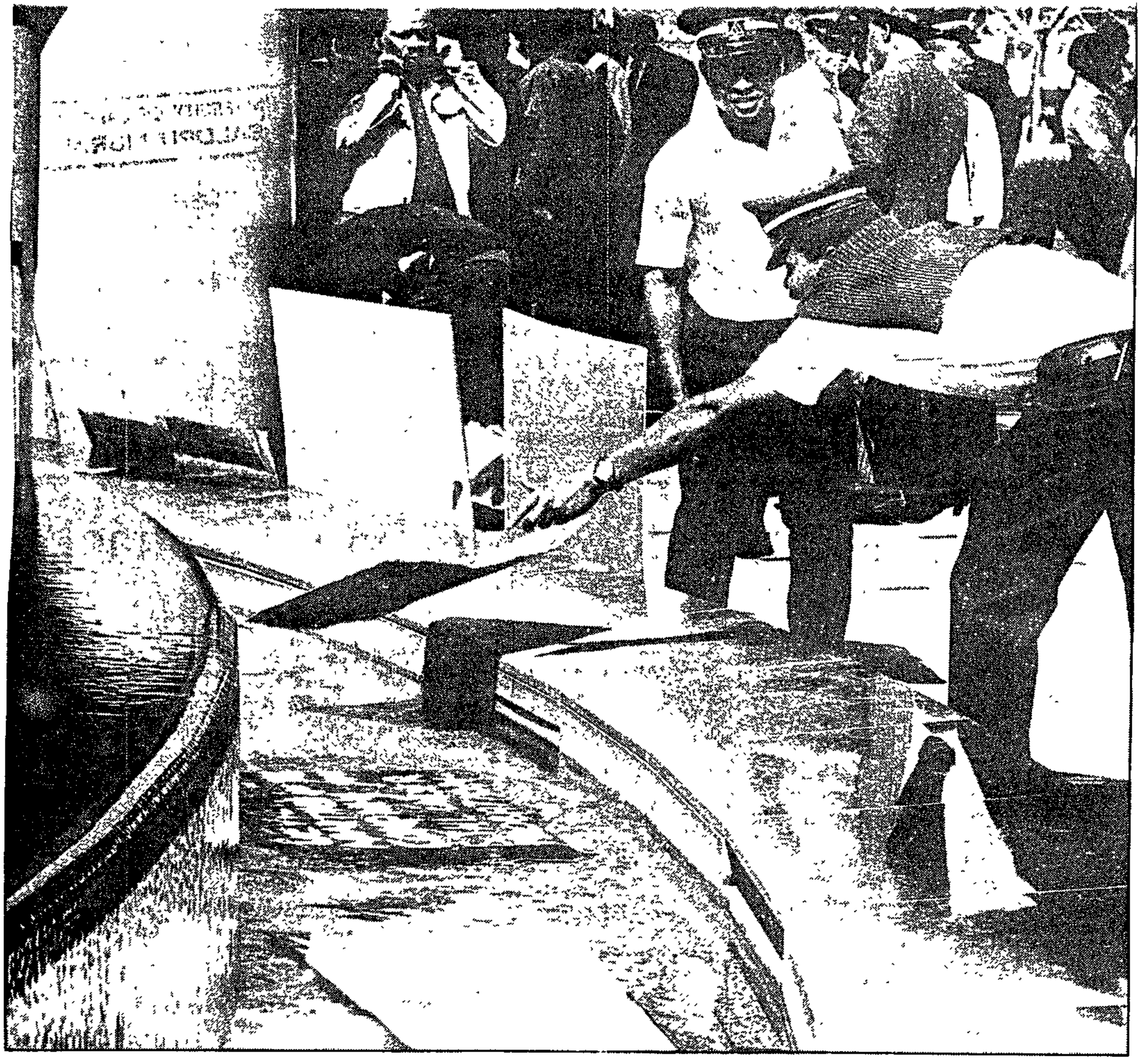
The main entrance to the company building was partially blocked by the picketers, who held aloft placards some of which read: "Away with De Wet!", "Stop oppressing the security!", "De Wet, go back to John Vorster Square and SAP!" and "Reinstate our colleagues".

Later, the workers were addressed by the regional organiser of the National Union of Mineworkers, Daniel Makhubu, and human resource manager P R Farina, who gave an assurance that their grievances would be attended to.

However, Mr Farina warned the workers not to embark on a strike before submitting their grievances to management.

He added that management understood that the staff had genuine grievances, but these should be addressed through proper channels.

Mr Makhubu then asked staff to suspend their protest action pending the outcome of talks between the union and management which began yesterday afternoon.



Damp end to demo . . . security guards place placards in a fountain outside the Anglo American Property Services headquarters during a protest by security and cleaning staff. Picture: Ken Oosterbroek

Cleaners shut Natal schools

By Shareen Singh

More than 200 schools and tertiary institutions in Natal have been shut or partially shut since last week due to a wage strike by about 7 000 cleaning staff.

The strike has affected mainly Indian schools under the House of Delegates.

According to the Transport and General Workers' Union (TGWU), the workers, employed by sub-contracting companies, have demanded that wage increases be negotiated with the TGWU rather than determined by the National Contract Cleaners' Association. Star 18/9/91

They are demanding a minimum wage of R1 000.

Indemnity process 'nears end'

PATRICK BULGER

GOVERNMENT and the ANC were in the "twilight" of the indemnity process for political prisoners and exiles, ANC national executive committee member Matthew Phosa said yesterday. BIDcuy 18/9/91

Phosa, who serves on the government-ANC working group on political prisoners, said there were two remaining categories of political prisoners — those who caused death and those convicted for mass-related activities.

He said government had been inconsistent in that it had already released prisoners who had caused death but was refusing to release prisoners such as McGoo's Bar bomber Robert McBride and five others.

In one particular case, an Umkhonto cadre who caused death was not being released because of a motor car theft he committed during the course of his military operation.

Phosa said the ANC had a list of 900 people serving time for mass-related activities in July. Since then many had been released but he had been battling for two months to get a list of those released.

He said the prisoner issue remained an obstacle to negotiations. However, the ANC wanted an interim government and would go ahead with attempts to secure such a government at an all party congress.

Phosa said he expected government to free both McBride and right-wing mass murderer Barend Strydom as it had consistently categorised them together and had moved them from Death Row at the same time.

He said hundreds of political prisoners had gone free and thousands of exiles had returned and that the process was now nearing completion.

Black hair venture

ANTHONY NDLOVU (287)

LEADING cosmetic manufacturer Revlon is involved in a scheme to upgrade black hairdressing.

The company signed an agreement yesterday for a joint venture with the Afro-Hairdressing and Beauty Association of SA (Ahbasa), an affiliate of Fabcos. BIDcuy 18/9/91.

Revlon will sponsor the undertaking to the tune of R600 000 over two years. Some of the money will be spent on designing a home hairdressing unit for use by "backyard" salons.

Ahbasa marketing MD Xolani Khubeka said a substantial amount of the money would support an administration infrastructure.

"Abhasa believes the venture means backyard hair salons will soon have an opportunity to enjoy similar business opportunities to the mainstream beauty industry," he said.

He said his association would now be able to open offices nationwide.

No. R. 2275 **20 September 1991**

287

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE SOUTHERN AND WESTERN TRANSVAAL: AMENDMENT OF SICK PAY FUND AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1991, 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.

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

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (SOUTHERN AND WESTERN TRANSVAAL)

AMENDMENT OF HAIRDRESSING TRADE SICK PAY FUND

AGREEMENT

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

South African Hairdressers' and Cosmetologists' Association

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

and the

South African Hairdressers Employees' Industrial Union

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

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

to amend the Sick Pay Fund Agreement published under Government Notice No. R. 2513 of 13 November 1987, as extended by Government Notice No. R. 2627 of 23 December 1988.

1. SCOPE OF APPLICATION OF AGREEMENT

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

1.1 1 by all employers who are members of the employers' organisation and by all employees who are members of the trade union—

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

1.2 Notwithstanding the provisions of clause 1 1, the terms of this Agreement shall apply—

1.2.1 only to employees for whom wages are prescribed in the Main Agreement of the Industrial Council for the Hairdressing Trade, Transvaal and to the employers of such employees,

1.2.2 to apprentices in so far as the said terms are not inconsistent with the provisions of the MTA or any contract entered into or any condition fixed thereunder

No. R. 2275 **20 September 1991**

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, SUID- EN WES-TRANSVAAL: WYSIGING VAN SIEKTEBESOLDIGINGSFONDSOOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1991 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is.

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

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF (SUID- EN WES-TRANSVAAL)

WYSIGING VAN SIEKTEBESOLDIGINGSFONDS VIR DIE HAARKAPPERSBEDRYF

OOREENKOMS

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

South African Hairdressers' and Cosmetologists' Association

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

en die

South African Hairdressers Employees' Industrial Union

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

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

om die Siektebesoldigingsfondsooreenkoms gepubliseer by Goewermentskennisgewing No R. 2513 van 13 November 1987, soos verleng deur Goewermentskennisgewing No. R 2627 van 23 Desember 1988, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

1 1 2 in die landdrosdistrikte Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Klerksdorp, Krugersdorp, Randburg, Randfontein, Roodepoort, Springs en Vereeniging.

1 2 Ondanks die bepalings van klousule 1 1 is hierdie Ooreenkoms van toepassing—

1 2.1 slegs op werknemers vir wie lone voorgeskryf is in die Hoofooreenkoms van die Nywerheidsraad vir die Haarkappersbedryf, Transvaal en op die werkgewers van sodanige werknemers;

1 2 2 op vakleerlinge in soverre dit nie onbestaanbaar is met die bepalings van die MOW of enige kontrak aangegaan of enige voorwaarde wat daarvolgens vasgestel is nie

(287)

2. CLAUSE 6: MEMBERSHIP

Substitute the following for clause 6.1.

"6.1 All employers, with the exception of a close corporation or company, shall be members of the Fund, whether working employers or not For the purposes of this clause and of clause 8.2 "employer" shall include any person who is a member of a close corporation and/or any person who is a director and/or shareholder of a company which is an employer in the trade."

2. KLOUSULE 6: LIDMAATSKAP

Vervang klousule 6.1 deur die volgende:

"6 1 Alle werkgewers, met uitsondering van 'n beslote korporasie of maatskappy, moet lede van die Fonds wees, hetsy hulle werkende werkgewers is of nie Vir doeleindes van hierdie klousule en van klousule 8 2 sluit "werkgewer" enige persoon in wat lid is van 'n beslote korporasie en/of enige persoon wat 'n direkteur en/of aandeelhouer is in 'n maatskappy wat 'n werkgewer in die bedryf is "

3. CLAUSE 8: CONTRIBUTIONS

Substitute the following for clause 8 3

"8.3 **Schedule of Contributions**

	Column 1	Column 2	Column 3
	Employee's contribution	Employer's contribution	Employer's own contribution
	R	R	R
Working employer, non working employer, person who is a director or shareholder in a company which is an employer in the trade, member of a close corporation which is an employer in the trade			6,50
Hairdresser (whatever the code on the Certificate to Practise Hairdressing)			
First year after qualifying			
Thereafter	5,80	2,90	
Apprentice and/or trainee hairdresser			
First year	1,70	0,85	
Second year	2,20	1,10	
Third year	2,80	1,40	
Thereafter	2,80	1,40	
Manicurist and/or beauty culturist.			
First three months of experience	1,50	0,75	
Second three months of experience	1,80	0,90	
Third three months of experience	1,90	0,95	
Thereafter	4,10	2,05	
Receptionist and/or telephonist	4,00	2,00	
Shampooist	2,80	1,40	
Operator	3,00	1,50	
General assistant	1,70	0,85	
Minor	1,70	0,85"	

Signed on behalf of the parties at Roodepoort on 28th May 1991

J. DANIEL,
Chairman of the Council

M. MULLER,
Vice-Chairman of the Council

J. A. MARTIN,
Secretary of the Council

Cleaners' strike disrupts classes

VERA VON LIERES

THE number of Natal schools affected by the more than week-long wage strike by about 7 000 cleaning staff rose to 300 yesterday, the Transport and General Workers Union (TGWU) said.

TGWU assistant general secretary Randall Howard said it was not yet clear how many schools had closed as a result of deteriorating health conditions.

The Phoenix area in Durban was the worst hit with about 64 schools severely affected. Other badly affected areas included Verulam and Chatsworth.

The strike, which started on September 5, has affected mainly Indian schools.

Howard said parent, teacher, and student bodies were pressing the House of Delegates to ensure workers were given decent wages.

The union said earlier this week some pupils were sent home because of the unhealthy conditions, some had not attended classes for the past week and others attended morning classes only

Workers — who are employed by subcontracting companies — are demanding a monthly minimum wage of R1 000. Companies affected by the strike include Sneller Cleaning Services and Supercare Cleaning.

Howard said the union was also campaigning for the establishment of an industrial council in the contract cleaning industry to ensure wage agreements were extended to the whole industry.

Monthly wages, currently set by the Wage Board, ranged between R400 and R500, he said.

A meeting with employers was expected next week.

Big business asked for aid

PATRICK BULGER

BIG business is to be approached to provide immediate relief for returning exiles, says National Co-Ordinating Committee for the Return of SA Exiles (NCCR) executive member Moss Chikane.

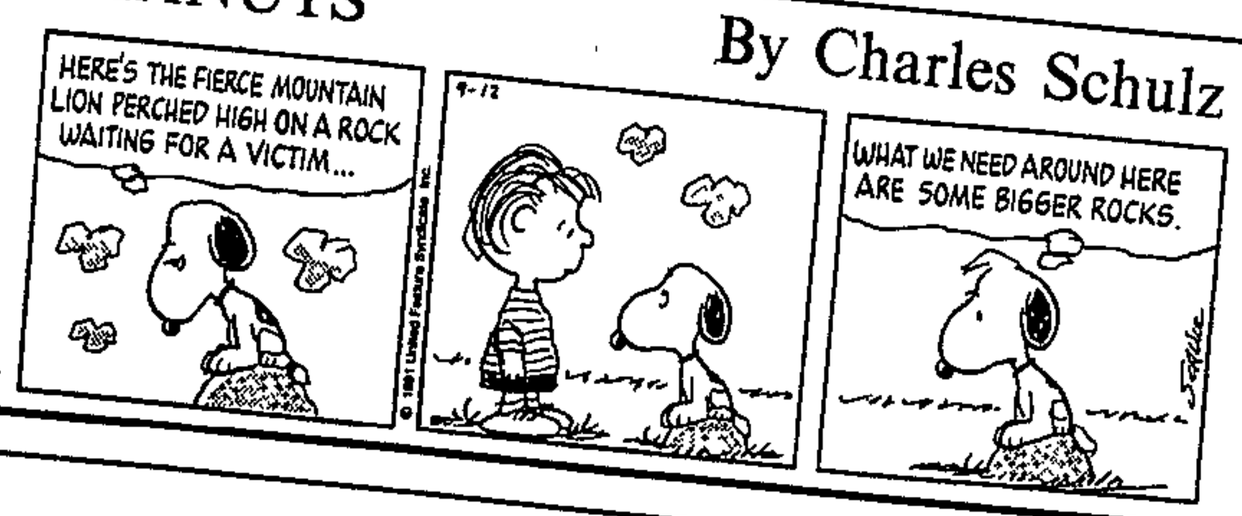
Although he would not put a figure on the amount needed by the NCCR, ANC welfare department official Dali Mpofu has estimated that about R2m would cover the immediate needs of exiles who have already returned.

Chikane was speaking after a day-long meeting yesterday between the ANC, Azapo, a UN High Commissioner for Refugees (UNHCR) representative, and businessmen. The meeting was hosted by the Development Bank of SA.

Chikane said the meeting had helped develop an understanding of the constraints business faced in providing new jobs. He said it would be followed by more meetings.

PEANUTS

By Charles Schulz



Pupils join school cleaners in protest

Bl Day 24/9/91

VERA VON LIERES

THOUSANDS of Indian pupils and school cleaners marched in Durban yesterday in a bid to end the two-week-old cleaners' strike which by yesterday had forced 120 schools to close.

House of Delegates' Education and Culture Department spokesman Shri Maharaj said the schools had been forced to close because of a health hazard.

Yesterday's march was in support of the strike by about 7 000 cleaners, who are demanding a minimum monthly wage of R1 000.

Maharaj said a 15-member delegation representing teachers, parents and workers met House of Delegates officials yesterday afternoon.

Sapa reports that 16 representatives later started a sit-in at the House of Delegates's office after negotiations failed.

Cape Times, Wednesday, Septembe

Ex-soldiers to replace strikers

287

CT 25/9/91.

FORMER soldiers from the crack 32 "Buffalo" Battalion have been hired to replace striking Fidelity Guards watchmen in the city, it was reliably learned yesterday.

"Ninety-five percent of our staff are ex-military people," a company source said.

The company had brought about 65 casual staff from Kimberley and Natal to Cape Town on Sunday to fill posts left vacant by striking watchmen, he said.

"In an emergency — such as a strike — we are normally not too fussy about whom we hire," said the company official. But the company had a pool of former soldiers from which it could draw staff.

However, Transport and General Workers' Union organiser Mr Nic Henwood yesterday accused the company of being "highly irresponsible by employing workers with a controversial past in wars in Southern Africa".

The move would increase tensions instead of moving towards a settlement, he said.

"The company is prepared to bring these people to Cape Town, house them and fit them out with uniforms, but says it cannot pay our members R30 a shift."

The casual employees were paid R26 a shift, 99 cents less than the company offer to the TGWU members, he said. — Sapa

Cleaning staff strike spreads across Durban

VERA VON LIERES

THE more than two-week-old wage strike by about 3 200 Natal cleaning staff had spread to a large number of offices in and around Durban by yesterday, the Transport and General Workers' Union (TGWU) said.

TGWU southern Natal branch secretary Aron Ngema said a number of Natal companies employing contract cleaners had been affected by the strike.

Ngema said an urgent meeting between representatives of the National Contract Cleaners' Association (NCCA) and union officials ended inconclusively yesterday.

He said employers had failed to make any substantive moves on the question of wages although they had agreed to address other union grievances.

Cleaning staff first downed tools at Natal schools on September 5, demanding a monthly minimum wage of R1 000. Monthly wages, set by the Wage Board, range between R400 and R500.

The strike, which was initially confined to Indian schools, has led to the closure of 120 schools because of health hazards.

A meeting today betweeen the Education Crisis Committee and the House of Delegates Ministers' Council J N Reddy has been postponed, dashing hopes for an early end to the strike.

BSB/Bacs 19634

Fidelity Guards settle

287

TRANSPORT and General Workers Union members and Fidelity Guards management finally settled their dispute on Tuesday after a week-long strike involving over 200 workers.

Four workers were arrested and strikers kidnapped scab workers hired in Natal and Kimberley.

Fidelity Guards has agreed to an increase of 15 percent to higher-paid workers and 19 percent to lower-paid workers. The basic wage has increased from R500 a month to R595, backdated from May 1.

SouthL 3/10 – 8/10/91

Fidelity Guards settle wage strike; 19pc rise for workforce

Business Staff ARG 5/10/91

THE 10-day strike by Fidelity Guards (FG) in the Western Cape ended this week with a negotiated settlement of an effective 19 percent pay increase for workers earning up to R500 a month and 15 percent for all others.

This will mean an average wage packet of about R595 a month, said FG executive director Don Rowland.

Almost 300 guards went on strike demanding R600 a month, a 40-hour week, special bonuses for long-service workers and a bigger dry-cleaning allowance.

All demands not related to pay were dropped, said Mr Rowland. However FG agreed to a special allowance of R225 a month for guards whose duties required them to carry firearms.

FG also agreed that no disciplinary action would be taken against strikers and undertook to re-instate a handful of workers dismissed for striking illegally.

Meanwhile FG, which was recently bought from Rennies by a management team for an estimated R20 million, is undergoing a change to its corporate image, said marketing director Johan Schoeman.

In addition to different uniforms for the various divisions so that guards can be easily identified, the company is moving away from military styles.

Instead of the present army drab, the guarding division will in future wear navy blue shirts with gold-embroidered armbands and bottle-green pants. There will be a new company logo incorporating the initials FG in different colours for the various divisions..

"We are paying particular attention to training at our new R3-million training centre on the West Rand," said Mr Schoeman.

8. KLOUSULE 12: VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN DIE NYWERHEIDSRAAD

Vervang klousule 12 deur die volgende:

"12. VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN DIE NYWERHEIDSRAAD

12.1 Ingeval hierdie Ooreenkoms verstryk en daar nie binne 12 maande vanaf die verstrykingsdatum van die Ooreenkoms 'n ander ooreenkoms vir die voortsetting van die Fonds aangegaan word nie, moet die Fonds deur die Voorsorgfondskomitee gelikwideer word.

12.2 By likwidasie van die Fonds moet elke lid se aandeel in die Fonds aan hom betaal word.

12.3 In die geval van die ontbinding van die Nywerheidsraad of ingeval dit ophou om te funksioneer ingevolge artikel 34 (2) van die Wet tydens 'n tydperk waarin hierdie Ooreenkoms bindend is, moet die Plaaslike Voorsorgfondskomitee en/of die Voorsorgfondskomitee voortgaan om die Fonds te administreer.

12.4 Ingeval die Voorsorgfondskomitee en/of die Plaaslike Voorsorgfondskomitee nie sy pligte ten opsigte van die Fonds nakom nie, of as die administrasie van die Fonds na die mening van die Nywerheidsregistrateur onuitvoerbaar geword het, kan hy 'n trustee aanstel om die pligte van sodanige Voorsorgfondskomitee of Plaaslike Voorsorgfondskomitee uit te voer, en vir die doel beskik sodanige trustee(s) oor al die bevoegdhede van sodanige Voorsorgfondskomitee of Plaaslike Voorsorgfondskomitee.".

Namens die partye op Donderdag, 6 Junie 1991 onderteken.

J. F. M. VAN DER MERWE,
Voorsitter.

C. J. VAN DER MERWE,
Ondervoorsitter.

A. J. VAN SCHALKWYK,
Sekretaris.

No. R. 2455 **11 Oktober 1991**

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, PRETORIA: WYSIGING VAN HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 5 Februarie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie

8. CLAUSE 12: EXPIRY OF AGREEMENT AND DISSOLUTION OF THE INDUSTRIAL COUNCIL

Substitute the following for clause 12:

"12. EXPIRY OF AGREEMENT AND DISSOLUTION OF THE INDUSTRIAL COUNCIL

12.1 Should this Agreement expire, and another agreement providing for the continuation of the Fund not be concluded within 12 months of the expiry date of the Fund, the Fund shall be liquidated by the Provident Fund Committee.

12.2 Upon liquidation of the Fund, every member shall be entitled to a refund of his share in the Fund.

12.3 In the event of the Industrial Council being dissolved or ceasing to function in terms of section 34 (2) of the Act, whilst this Agreement is in force, the Local Provident Fund Committee and/or the Provident Committee shall continue to administer the Fund.

12.4 In the event of the Provident Fund Committee and/or the Local Provident Fund Committee not fulfilling their obligations in respect of the Fund, or if the opinion of the Industrial Registrar, the administration of the Fund has become untenable, he may appoint a trustee to perform the duties of such Provident Fund Committee or Local Provident Fund Committee. Such trustee/s shall, for this purpose, be vested with all the rights and powers of such Provident Fund Committee or Local Provident Fund Committee.".

Signed on behalf of the parties on Thursday, 6 June 1991.

J. F. M. VAN DER MERWE,
Chairman.

C. J. VAN DER MERWE,
Vice-Chairman.

A. J. VAN SCHALKWYK,
Secretary.

No. R. 2455 **11 October 1991**

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE, PRETORIA: AMENDMENT OF MAIN AGREEMENT

I, Eli van der Merwe Louw, 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 publications of this notice and for the period ending 5 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) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for

van hierdie kennisgewing en vir die tydperk wat op 5 Februarie 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 Wysigingsooreenkoms gespesifiseer.

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

BYLAE

NYWERHEIDSRAAD VIR DIE HAARKAPPERBEDRYF (PRETORIA)

OOREENKOMS

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

S.A. Hairdressers' and Cosmetologists, Association (Northern Transvaal Division)

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

S.A. Hairdressing Employees' Industrial Union (Northern Transvaal Branch)

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

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf (Pretoria),

om die Ooreenkoms, gepubliseer by Goewermentskennisgewing R. 164 van 26 Januarie 1991, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in die landdrosdistrikte Pretoria en Wonderboom

2. KLOUSULE 3: WOORDOMSKRYWING

Skrap die woordomskrywing van "algemene werker" en "sjampoeis". Voeg die woord "operateur" na die woord "manikuris" in.

"operateur", junior of senior, 'n meerderjarige werknemer wat een of meer van die volgende werksaamhede verrig:

(a) junior—persele skoonmaak en vee; boodskappe doen; koppies en toiletbenodigdhede was; verversingsdranke voorberei en bedien; sjampoeëring; klante voorberei vir opkikkering of bobleiking; aanwending van spoelmiddels en kleursjampoe; kopvel- en haarbehandelings gee onder toesig van 'n gekwalifiseerde haarkapper; neutralisering van vaste golwing; sluiers, spelde, rollers, knippies en alle ander sethulpmiddels verwyder; klante onder droers plaas en klante onder droers uithaal;

(b) senior—dieselfde as 'n junior maar sluit die volgende addisionele dienste in, naamlik aanmaak en aanwending van tint en/of bleikmiddels onder toesig van 'n gekwalifiseerde haarkapper.".

the period ending 5 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.

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

287

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (PRETORIA)

AGREEMENT

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

S.A. Hairdressers' and Cosmetologists, Association (Northern Transvaal Division)

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

S.A. Hairdressing Employees' Industrial Union (Northern Transvaal Branch)

(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 (Pretoria),

to amend the Agreement published under Government Notice No. R. 164 of 26 January 1991.

1. SCOPE OF APPLICATION FOR 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 Pretoria and Wonderboom.

2. CLAUSE 3: DEFINITIONS

Delete the definitions of "general worker" and "shampooist". Add the word "operator" after the word "manicurist".

"operator", junior or senior, means a major employee engaged in one or more of the following operations:

(a) junior—cleaning and sweeping the premises; running errands; washing cups and toilet requisites; preparing and serving liquid refreshments; shampooing, preparing clients for highlighting or frosting; applying rinses and colour shampoos; giving scalp and hair treatments under the supervision of a qualified hairdresser; neutralising perms; removing veils, pins, rollers, clips and any other setting aids; placing clients under driers and taking clients out from under driers; and

(b) senior—same as a junior, but includes the following additional duties, namely mixing and applying tints and/or bleach under the supervision of a qualified hairdresser.".

3. KLOUSULE 4: LONE

Vervang die loonskedule in klousule 4 (1) deur die volgende:

(a) Gekwalifiseerde haarkappers:		
Eerste jaar na kwalifisering	R164,20 per week of R711,40 per maand	R183,88 per week of R796,77 per maand.
Tweede jaar na kwalifisering	R195,44 per week of R846,72 per maand	R218,86 per week of R948,33 per maand.
Daarna	R235,54 per week of R1 020,60 per maand	R263,82 per week of R1 143,07 per maand.
(b) Operateurs:		
Junior	R115,47 per week of R500,00 per maand	R129,24 per week of R560,00 per maand.
Senior	R152,32 per week of R660,00 per maand	R170,70 per week of R740,00 per maand.
(c) Manikuriste, skoonheidsdeskundiges en ontvangsdames	R164,88 per week of R714,43 per maand	R184,67 per week of R800,16 per maand.
(d) Los werknemers	5% van die voorgeskrewe loon per dag	5% van die voorgeskrewe loon per dag.
(e) Deeltydse werknemers	Twee derdes van die voorgeskrewe loon	Twee derdes van die vorgeskrewe loon.

3. CLAUSE 4: WAGES

Substitute the following for the schedule of wages in clause (4) (1):

	92-02-01	92-02-01
(a) Qualified hairdressers:		
First year after qualifying	R164,20 per week or R711,40 per month	R183,88 per week or R796,77 per month.
Second year after qualifying	R195,44 per week or R846,72 per month	R218,86 per week or R948,33 per month.
Thereafter	R235,54 per week or R1 020,60 per month	R263,82 per week or R1 143,07 per month.
(b) Operators:		
Junior	R115,47 per week or R500,00 per month	R129,24 per week or R560,00 per month.
Senior	R152,32 per week or R660,00 per month	R170,70 per week or R740,00 per month.
(c) Manicurists, beauticians and receptionists	R164,88 per week or R714,43 per month	R184,67 per week or R800,16 per month.
(d) Casual employees	5% of the prescribed wage per day	5% of the prescribed wage per day.
(e) Part-time employees	Two thirds of the prescribed wage	Two thirds of the prescribed wage.

4. KLOUSULE 14: UITGAWES VAN DIE RAAD

Vervang klousules 1, 2(a) en 2(b) deur die volgende:

"(1) Ten einde die uitgawes van die Raad te bestry moet elke werkgewer R5,50 per maand aftrek van die verdienste van elkeen van sy werknemers vir wie lone in klousule 4(1)(a) en (c) voorgeskryf word, en R2,75 per maand van die verdienste van werknemers vir wie lone in klousule 4(1)(b) voorgeskryf word, en vakleerlinge.

(2) (a) Benewens bogenoemde moet alle werkgewers [uitgesonderd werkgewers wat in paragraaf (b) genoem word] 'n bedrag van R13,70 per maand betaal.

(b) In bedryfinrigtings wat uit maatskappye of 'n vennootskap bestaan, moet 'n bedrag van R13,70 per maand ten opsigte van elke direkteur of vennoot betaal word.".

Vir en namens die partye op hede die 25ste dag van Junie 1991 te Pretoria onderteken.

Y. VAN SCHALKWYK,
Voorsitter van die Raad.

J. WEINTRAUD,
Ondervoorsitter van die Raad.

J. P. FORBES,
Sekretaris van die Raad

4. CLAUSE 14: EXPENSES OF THE COUNCIL

Substitute the following for subclauses 1, 2(a) and 2(b):

"(1) For the purpose of meeting the expenses of the Council, every employer shall deduct R5,50 per month from the earnings of each of his employees for whom wages are prescribed in clause 4(1)(a) and (c), and R2,75 per month from the earnings of employees for whom wages are prescribed in clause 4(1)(b), and apprentices.

(2) (a) In addition to the above, all employers [except those provided for in paragraph (b)] shall pay a fee of R13,70 per month.

(b) In establishments composed of companies or a partnership, a fee of R13,70 per month shall be paid in respect of each director or partner.".

Signed for and on behalf of the parties, at Pretoria, this 25th day of June 1991.

Y. VAN SCHALKWYK,
Chairman of the Council.

J. WEINTRAUD,
Vice-chairman of the Council.

J. P. FORBES,
Secretary of the Council.

FM 18/10/91

LABOUR

Floors and ceilings

287

As 8 000 contract cleaners in Natal ended a six-week strike and returned to work earlier this week, a private cleaning company and the House of Delegates (HoD) remained in dispute over a R30m contract to clean 400 Indian schools.

At the same time, paramedics working for Natal's provincial Ambulance and Emergency Medical Services (AEMS) have given Health Minister Rina Venter until the end of the month to meet a list of salary and job-related demands.

A memorandum sent to Venter warns that "devastating action" will be taken by AEMS staff unless urgent attention is given to their working conditions. It further calls for a delegation from the State, including Venter, to meet a Natal Provincial Staff Association delegation to negotiate and implement the demands.

If the threatened action takes the form of a strike, it will be the second major blow this year. In May, most of the senior management staff resigned and set up a private ambulance and emergency medical service.

Meanwhile, paramedics, who say their salaries have not been reviewed since 1983, are demanding an increase to bring pay in line with other local authority personnel; a minimum starting salary of R1 700 a month; night and danger allowances; and the opportunity to upgrade their qualifications.

The cleaners' strike saw most Indian schools close early last term. It was marred by violence, including the fatal shooting of striking cleaner Cynthia Mhlongo. It ended last weekend after a meeting between the National Cleaners' Contract Association and Cosatu's Transport and General Workers' Union (TGWU).

The central demand by striking cleaners was a R1 000 a month minimum wage. Shortly before the strike started a 16% increase saw the minimum wage rise to R510 a month. TGWU assistant general secretary Randall Howard said agreement had been reached on re-employment of dismissed strikers; no victimisation of strikers; private arbitration on allegations of intimidation; and the setting up of a national industrial council for the industry.

An interim forum comprising the union and the employers' association began negotiations this week on wage demands and the establishment of a provident fund and industrial council. Howard said it was agreed that negotiations should be concluded by the end of the year.

But as cleaners went back to work and schools returned to normal, HoD head Jayaram Reddy was trying to cancel a three-year contract with Sneller Services, one of the cleaning companies at the centre of the strike.

The HoD claims the company has not met the conditions of its contract to keep schools clean. The HoD is trying to end the contract

Continue

FM 18/10/91

and employ, directly, about 1 000 school cleaners employed by Sneller Services.

However, Sneller chairman Lionel van Tonder maintains the strike and subsequent closure of schools was beyond the company's control and that as far as possible, schools were kept clean by hiring casual staff.

He also claims the HoD cannot cancel the contract, which is worth about R10m a year for the next three years, saying this can only be done by the State Tender Board. As the *FM* went to press, both parties were taking legal advice. ■

Contract cleaners to have national industrial council

w\mail 18|10 - 24|10|91

By FERIAL HAFFAJEE

EMPLOYERS and unionists have pledged themselves to the creation of a national Contract Cleaning Industrial Council by the end of the year, as a consequence of the four-week strike by cleaners in Natal schools.

The strike, which involved up to 8 000 cleaners at 100 Indian schools, The University of Durban-Westville and the University of Natal, ended on Monday.

Jane Barrett, Transport and General Workers' Union (TGWU) co-ordinator for the security and cleaning sectors, said negotiations between the union and the National Contract Cleaners Association (NCCA) started on Thursday.

The union would resubmit its industrial council proposals next week and registration of the council was expected to follow soon afterwards.

The strike disrupted third-quarter exams in Durban last month. Mountains of rubbish, blocked toilets and filthy classrooms prevented pupils from attending school.

It was sparked when employers pulled out of negotiations with the union after the submission of wage demands, blaming the fact that an agreement to launch an industrial council had not been implemented.

Barrett claimed employers had reneged on an agreement with the union, in terms of which substantive demands on wages and working conditions would be negotiated prior to the council's establishment.

But she acknowledged that the union bore some responsibility for the delay in registering the council. "There was a problem with verification of membership," she said.

In Natal, the union won an undertaking from the NCCA that an interim negotiating forum would be set up to negotiate wages before the council was registered. The council will ratify any agreement clinched in this.

The settlement also makes provision for the reinstatement of all dismissed workers.

Employer charges that some strikers committed criminal offences will go to mediation if it cannot be settled in talks with the TGWU.

Barrett said the drive for an industrial council to regulate the industry arose in part from the tough working conditions of cleaners.

Security firm in guns racket

w|mail 25|10 - 31|10|91. (287)

Security firm Springbok Patrols is in the news again — with convictions on irregularities in obtaining firearms and complaints about its workers.

By PAUL STOBER

ONE of the largest security companies in South Africa, prevented from purchasing firearms by the South African Police, has set up a complicated network of front companies to buy guns.

In August last year the SAP's Firearms Registration Unit issued an order preventing Springbok Patrols from purchasing firearms after they discovered that Springbok could not account for a number of its firearms.

The attorney general was asked to investigate, and as a result Springbok was convicted on 451 charges of making fraudulent representations on firearm licence applications, five of failure to report the loss of firearms and one of bribery. Most of these charges were related to Springbok taking over other security companies.

In a statement made to the Black Sash, an employee of the company claimed director Abraham Bartmann provided the money for a front company, G Force, to hire guards and purchase firearms for Springbok.

National Risk was another company set up to acquire firearms for Springbok. This company was run with two other security firms, Executive Security Services and Nightriders, both of which had been bought by Springbok Patrols. National Risk received weapons from a fourth security company.

When approached for comment on the allegations, Springbok Patrols director Mick Bartmann (Abraham Bartmann's son) admitted that "G Force Security and National Risk in fact did supply and are still supplying firearms which are being used in view of the fact that up to the end of September, Springbok Patrols did not receive any licences from the SAP. Nightriders is, in fact, the business owned by myself. The same applies to Executive Security Services."

A range of legal aid organisations are concerned about Springbok's continued acquisition of firearms because of the barrage of complaints they have received from victims of shootings involving the company's employees.

The Legal Resources Centre is at present bringing four cases against Springbok Patrols or its employees.

In one of the worst incidents, the widow of Solly Morobani is suing the company for R70 000 in damages. Morobani, who was employed by Springbok Patrols, was shot and killed by a Springbok guard while on duty.

Legal Aid Bureau counsellor Brian Utian said: "Everyday we hear six or seven complaints about security companies. A lot of these cases concern Springbok Patrols."

A typical example is the case of Winnie Nomthandazo, who was shot by a Springbok guard in a shebeen while he was showing her his gun. The guard, Nelson Mshumi, was convicted in the Johannesburg Magistrate's Court of attempted murder and ordered to pay Nomthandazo damages in May this year.

Johan Scheepers used to work for Springbok as an armed guard but left after he was not paid. Commenting on the abuses of firearms, he said: "No one receives proper training. I was there for one day and they gave me a gun."

A woman who worked at Springbok Patrols for two days, before leaving because of the way she was treated by her supervisor *"soos n hond* (like a dog)", described how on the day she was employed about 130 men and 50 women applied for jobs.

Springbok has rejected the allegations that untrained security officers are issued with firearms.

Cleaners demonstrate

MORE than 2 000 contract cleaners converged on the offices of the National Contract Cleaners' Association (NCCA) in Johannesburg at the weekend to express anger at the level of their salaries.

The Transport and General Workers' Union has demanded that the NCCA immediately start wage negotiations with the union and resubmit its application for the registration of an industrial council for the industry.

Its demands include a R1 00 monthly minimum wage for cleaners, a 25% night shift allowance and full trade union and shop steward rights.

An NCCA spokesman said the demands were being reviewed.

REPORTS: Business Day Reporters, Saps.

DEPARTMENT OF MANPOWER

No. R. 219 **15 February 1991**

WAGE ACT, 1957

AMENDMENT OF WAGE DETERMINATION 456.—ACCOMMODATION ESTABLISHMENT TRADE, CERTAIN AREAS

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 15 (6) of the Wage Act, 1957, amend Wage Determination 456, Accommodation Establishment Trade, Certain Areas, published under Government Notice No. R. 2589 of 23 December 1988, in accordance with the Schedule hereto and fix the first day of the month after the date of publication of this notice as the date from which the said amendment shall be binding.

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

SCHEDULE

Substitute the following for clause 3 (1):

"(1) *Minimum wages.*—(a) The minimum wages which an employer shall pay to his employees shall be as specified in paragraphs (b), (c) and (d): Provided that in the case of an employer referred to in clause 1 (4), who has been engaged in this Trade for longer than 12 months but not more than 24 months in the aggregate, such wages may be reduced by not more than 10 per cent during that period, whereafter the minimum wages specified in paragraphs (b), (c) and (d) shall become payable and be paid.

(b) An employer shall, subject to the proviso to paragraph (a), pay to each member of the undermentioned classes of employees, other than casual employees and part-time employees, the minimum wages specified hereunder:

DEPARTEMENT VAN MANNEKRAG

No. R. 219 **15 Februarie 1991**

LOONWET, 1957

WYSIGING VAN LOONVASSTELLING 456.—HUISVESTINGSINRIGTINGSBEDRYF, SEKERE GEBIEDE

Ek, Eli van der Merwe Louw, Minister van Mannekrag, wysig hierby kragtens artikel 15 (6) van die Loonwet, 1957, Loonvasstelling 456, Huisvestigingsinrigtingsbedryf, Sekere Gebiede, gepubliseer by Goewermentskennisgewing No. R. 2589 van 23 Desember 1988, ooreenkomstig die Bylae hiervan en bepaal die eerste dag van die maand na die datum van publikasie van hierdie kennisgewing as die datum waarop genoemde wysiging bindend word.

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

BYLAE

Vervang klousule 3 (1) deur die volgende:

"(1) *Minimum lone.*—(a) Die minimum lone wat 'n werkgewer aan sy werknemers moet betaal, is soos in paragrawe (b), (c) en (d) bepaal: Met dien verstande dat in die geval van 'n werkgewer in klousule 1 (4) bedoel, wat langer as 12 maande maar nie langer nie as altesaam 24 maande by die Bedryf betrokke is, sodanige lone met hoogstens 10 persent gedurende sodanige tydperk verminder mag word, waarna die minimum lone wat in paragrawe (b), (c) en (d) bepaal word, betaalbaar word en betaal moet word.

(b) Behoudens die voorbehoudsbepaling in paragraaf (a) moet 'n werkgewer aan elke lid van ondergenoemde klasse werknemers, uitgesonderd los werknemers en deeltydse werknemers, die minimum lone hieronder uiteengesit, betaal:

	The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Kuils River, Krugersdorp, Nigel, Oberholzer, Paarl, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Simon's Town, Springs, The Cape, Vanderbijlpark, Vereeniging, Westonaria, Wynberg and Wonderboom and the municipal areas of Port Elizabeth, Sasolburg and Umhlanga		The municipal areas of Despatch and Uitenhage		The Magisterial District of Klerksdorp and the municipal areas of Beacon Bay, Bloemfontein, East London, Kimberley and Pietermantzburg	
	(i)	(ii)	(i)	(ii)	(i)	(ii)
	R per month	R per month	R per month	R per month	R per month	R per month
Assistant housekeeper	499	549	468	515	427	470
Bedroom attendant	341	375	326	359	298	328
Bedroom attendant-waiter—						
during the first six months of experience	341	375	326	359	298	328
thereafter	354	389	337	371	308	339
Clerk—						
during the first year of experience	394	433	373	410	341	375
during the second year of experience	467	514	439	483	401	441
during the third year of experience	541	595	506	557	462	508
thereafter	614	675	572	629	522	574

	The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Kuils River, Krugersdorp, Nigel, Oberholzer, Paarl, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Simon's Town, Springs, The Cape, Vanderbijlpark, Vereeniging, Westonaria, Wynberg and Wonderboom and the municipal areas of Port Elizabeth, Sasolburg and Umhlanga		The municipal areas of Despatch and Uitenhage		The Magisterial District of Klerksdorp and the municipal areas of Beacon Bay, Bloemfontein, East London, Kimberley and Pietermaritzburg	
	(i)	(ii)	(i)	(ii)	(i)	(ii)
	R per month	R per month	R per month	R per month	R per month	R per month
Cook—						
during the first six months of experience	341	375	326	359	298	328
during the second six months of experience	372	409	354	389	324	356
during the third six months of experience	404	444	382	420	349	384
during the fourth six months of experience	435	479	411	452	375	413
thereafter	467	514	439	483	401	441
Cook's assistant	354	389	337	371	308	339
General assistant*	320*	352*	307*	338*	281*	309*
Handyman	446	491	421	463	384	422
Head cook	520	572	485	534	444	488
Head waiter	446	491	421	463	384	422
Housekeeper	562	618	524	576	478	526
Night porter	383	421	364	400	333	366
Porter	383	421	364	400	333	366
Security guard	394	433	273	300	341	375
Waiter—						
during the first six months of experience	331	364	316	348	289	318
during the second six months of experience	348	383	332	365	304	334
during the third six months of experience	366	403	348	383	318	350
thereafter	383	421	364	400	333	366
Watchman	354	389	337	371	308	339
Employee not elsewhere specifically mentioned in this subclause	354	389	337	371	308	339

(i) During the first 12 months after this amendment becomes effective.
(ii) Thereafter.

* Provided that the employee's wage may be reduced by not more than 10 per cent during his first six months' employment in the aggregate with the same employer.

	Die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Kuilsrivier, Krugersdorp, Nigel, Oberholzer, Paarl, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Vanderbijlpark, Vereeniging, Westonaria, Wynberg en Wonderboom en die munisipale gebiede van Port Elizabeth, Sasolburg en Umhlanga		Die munisipale gebiede van Despatch en Uitenhage		Die landdrosdistrik Klerksdorp en die munisipale gebiede van Beacon Bay, Bloemfontein, Oos-Londen, Kimberley en Pietermaritzburg	
	(i)	(ii)	(i)	(ii)	(i)	(ii)
	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand
Algemene assistent*	320*	352*	307*	338*	281*	309*
Assistent-huishouer	499	549	468	515	427	470
Faktotum	446	491	421	463	384	422
Hoofkelner	446	491	421	463	384	422
Hoofkok	520	572	485	534	444	488
Huishouer	562	618	524	576	478	526

	Die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Kuilsrivier, Krugersdorp, Nigel, Oberholzer, Paarl, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Vanderbijlpark, Vereeniging, Westonaria, Wynberg en Wonderboom en die munisipale gebiede van Port Elizabeth, Sasolburg en Umhlanga		Die munisipale gebiede van Despatch en Uitenhage		Die landdrosdistrik Klerksdorp en die munisipale gebiede van Beacon Bay, Bloemfontein, Oos-Londen, Kimberley en Pietermaritzburg	
	(i)	(ii)	(i)	(ii)	(i)	(ii)
	R per maand	R per maand	R per maand	R per maand	R per maand	R per maand
Kelner—						
gedurende die eerste ses maande ondervinding	331	364	316	348	289	318
gedurende die tweede ses maande ondervinding	348	383	332	365	304	334
gedurende die derde ses maande ondervinding	366	403	348	383	318	350
daarna	383	421	364	400	333	366
Klerk—						
gedurende die eerste jaar ondervinding	394	433	373	410	341	375
gedurende die tweede jaar ondervinding	467	514	439	483	401	441
gedurende die derde jaar ondervinding	541	595	506	557	462	508
daarna	614	675	572	629	522	574
Kok—						
gedurende die eerste ses maande ondervinding	341	375	326	359	298	328
gedurende die tweede ses maande ondervinding	372	409	354	389	324	356
gedurende die derde ses maande ondervinding	404	444	382	420	349	384
gedurende die vierde ses maande ondervinding	435	479	411	452	375	413
daarna	467	514	439	483	401	441
Koksmaat	354	389	337	371	308	339
Nagportier	383	421	364	400	333	366
Portier	383	421	364	400	333	366
Sekuriteitswag	394	433	273	300	341	375
Slaapkamerbediende	341	375	326	359	298	328
Slaapkamerbediende-kelner—						
gedurende die eerste ses maande ondervinding	341	375	326	359	298	328
daarna	354	389	337	371	308	339
Wag	354	389	337	371	308	339
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie	354	389	337	371	308	339

(i) Gedurende die eerste 12 maande nadat hierdie wysiging in werking getree het.
(ii) Daarna.
* Met dien verstande dat die loon van die werknemer gedurende sy eerste ses maande diens altesaam by dieselfde werkgewer, met hoogstens 10 persent verminder mag word

(c) *Casual employees.*—Subject to the proviso to paragraph (a), an employer shall pay a casual employee in respect of each hour or part of an hour (excluding overtime) worked by him on any day other than a paid holiday or a Sunday, not less than the hourly wage prescribed in paragraph (b), read with subclause (4), for an ordinary employee who in the same area performs the same class of work as the casual employee is required to per-

(c) *Los werknemers.*—Behoudens die voorbehoudsbepaling in paragraaf (a), moet 'n werkgewer 'n los werknemer ten opsigte van elke uur of 'n gedeelte van 'n uur (uitgesonderd oortyd) wat hy op enige dag behalwe 'n betaalde vakansiedag of 'n Sondag werk, minstens die uurloon voorgeskryf by paragraaf (b) saamgelees met subklousule (4), vir 'n gewone werknemer wat in dieselfde gebied dieselfde klas werk verrig as dié wat van die los werknemer vereis word, plus 5 persent, of

form, plus 15 per cent, or not less than the hourly wage or equivalent of the hourly wage actually being paid to the ordinary employee, whichever is the greater amount; Provided that—

(i) for the purposes of this paragraph the expression 'the ordinary employee' means the employee who performs the particular class of work in the employer's full-time employ and who is being paid the lowest wage for that class of work;

(ii) where the employer requires the casual employee—

(aa) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression 'hourly wage' shall mean the hourly wage prescribed for a qualified employee of that class;

(ab) to work for a period of less than four hours on any day, he shall be deemed to have worked for four hours.

(a) *Part-time employees.*—Subject to the proviso to paragraph (a), a part-time employee shall be paid not less than three-fourths of the weekly wage prescribed for an employee in the same area of the same class and with the same experience, having due regard to the definition of 'experience'.".

F. S. P. DE VILLIERS,
Chairman.

P. DUBBELMAN,
Member.

M. J. DELPORT,
Secretary.
Pretoria.

No. R. 284 **15 February 1991**

LABOUR RELATIONS ACT, 1956

COMMERCIAL DISTRIBUTIVE TRADE, KIMBERLEY.—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. 933 of 26 April 1985, R. 308 of 13 February 1987, R. 2842 of 24 December 1987, R. 1619 of 12 August 1988 and R. 2873 of 7 December 1990, to be effective from the date of publication of this notice and for the period ending 31 December 1995.

D. VAN DER WALT,
Director: Labour Relations.

minstens die uurloon of die ekwivalent van die uurloon wat werklik aan die gewone werknemer betaal word, watter bedrag ook al die grootste is, betaal: Met dien verstande dat—

(i) by die toepassing van hierdie paragraaf die uitdrukking 'die gewone werknemer' die werknemer beteken wat die betrokke klas werk in die werkgewer se voltydse diens verrig en aan wie die laagste loon vir daardie klas werk betaal word;

(ii) waar die werkgewer van die los werknemer vereis—

(aa) om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking 'uurloon' die uurloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;

(ab) om vir 'n tydperk van minder as vier uur op 'n dag te werk, hy geag word vir vier uur te gewerk het.

(d) *Deeltydse werknemers.*—Behoudens die voorbehoudsbepaling in paragraaf (a), moet 'n deeltydse werknemer minstens drie-vierdes van die loon voorgeskryf vir 'n werknemer in dieselfde gebied, van dieselfde klas en met dieselfde ondervinding betaal word, met die nodige inagneming van die woordomskrywing van 'ondervinding'.".

F. S. P. DE VILLIERS,
Voorsitter.

P. DUBBELMAN,
Lid.

M. J. DELPORT,
Sekretaris.
Pretoria.

No. R. 284 **15 Februarie 1991**

WET OP ARBEIDSVERHOUDINGE, 1956

KOMMERSIËLE DISTRIBUSIEBEDRYF, KIMBERLEY.—HERNUWING VAN OOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings Nos. R. 933 van 26 April 1985, R. 308 van 13 Februarie 1987, R. 2842 van 24 Desember 1987, R. 1619 van 12 Augustus 1988 en R. 2873 van 7 Desember 1990, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1995 eindig.

D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

the following winners of the State President's Award for Export Achievement for 1990:

Overall winner:

Bell Equipment Company (Pty) Ltd

PRIMARY SECTOR:

Mining Section:

Winner: Samancor Limited

Runner-up: Tubatse Ferrochrome (Pty) Ltd

Agricultural Section:

Winner: Wayland Green Exports CC

Runners-up: Boletus Mushrooms CC
Ceres Fruit Juices (Pty) Ltd
KWV
Valor Central Co-operative Limited

SERVICE SECTOR:

Winner: Sanachem (Pty) Ltd

Runners-up: Premier International (Pty) Limited
Sherwood Export CC

MANUFACTURING SECTOR:

Winner: Consani Engineering (Pty) Limited

Runners-up: ATC (Pty) Limited
G Vincent Metal Sections (Pty) Limited
Highveld Steel and Vanadium Corporation Limited
Hulett Aluminium Rolled Products (Pty) Limited
Intermodal CC
Middelburg Steel and Alloys (Pty) Limited
Saflec (Pty) Limited
Sappi International (Pty) Limited
Volkskluis (Pty) Limited

(15 February 1991)

goedkeuring te heg aan die volgende wenners van die Staatspresidentstoekenning vir Uitvoerprestasie vir 1990:

Algehele wenner:

Bell Equipment Company (Edms.) Beperk

PRIMÊRE SEKTOR:

Mynbou-afdeling:

Wenner: Samancor Beperk

Naaswenner: Tubatse Ferrochrome (Edms.) Beperk

Landbou-afdeling:

Wenner: Wayland Green Exports BK

Naaswenners: Boletus Mushrooms BK
Ceres Fruit Juices (Edms.) Beperk
KWV
Valor Central Co-operative Beperk

DIENSTESEKTOR:

Wenner: Sanachem (Edms.) Beperk

Naaswenners: Premier International (Edms.) Beperk
Sherwood Export BK

VERVAARDIGINGSEKTOR:

Wenner: Consani Engineering (Edms.) Beperk

Naaswenners: ATC (Edms.) Beperk
G Vincent Metal Sections (Edms.) Beperk
Highveld Steel and Vanadium Corporation Beperk
Hulett Aluminium Rolled Products (Edms.) Beperk
Intermodal BK
Middelburg Steel and Alloys (Edms.) Beperk
Saflec (Edms.) Beperk
Sappi International (Edms.) Beperk
Volkskluis (Edms.) Beperk

(15 Februarie 1991)

NOTICE 137 OF 1991

DEPARTMENT OF MANPOWER

289

LABOUR RELATIONS ACT, 1956

APPLICATION FOR REGISTRATION OF A TRADE UNION

I, David William James, Industrial Registrar, do hereby, in terms of section 4 (2) of the Labour Relations Act, 1956, give notice that an application for registration as a trade union has been received from the National Hotel, Liquor, Restaurant and Retail Workers Union. Particulars of the application are reflected in the subjoined table.

KENNISGEWING 137 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

AANSOEK OM REGISTRASIE VAN 'N VAKVERENIGING

Ek, David William James, Nywerheidsregistrateur, maak ingevolge artikel 4 (2) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om registrasie as 'n vakvereniging ontvang is van die National Hotel, Liquor, Restaurant and Retail Workers Union. Besonderhede van die aansoek word in onderstaande tabel verstrek.

Any registered trade union which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Manpower, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

TABLE

Name of trade union: National Hotel, Liquor, Restaurant and Retail Workers Union.

Date on which application was lodged: 7 December 1988.

Interest and area in respect of which application is made: All Black employees engaged in the Tearoom, Restaurant, Catering Trade, the Hotel and Liquor Trade and the Commercial Distributive Trade in the Magisterial District of Port Elizabeth.

For the purposes hereof—

(i) "Tearoom, Restaurant and Catering Trade" means the trade in which employers and their employees are associated wholly or mainly for the purpose of preparing, serving or providing meals or refreshments (whether liquid or otherwise) or both such meals and refreshments in or from any establishment or part thereof, whether permanent, temporary, indoors or in the open air, and includes such activities when carried out in or from one or more classes of premises or parts thereof—

(a) used as public restaurants, fish-and-chips shops, cafes, tearooms, roadhouses and take-away food outlets, except where the preparation and/or supply of ready-to-consume food and/or refreshments take(s) place on or from the premises of an accommodation establishment;

(b) where meals or non-alcoholic drinks are served for consumption on the premises or are provided for consumption away from the premises;

(c) where aerated or mineral waters are supplied in glasses or other containers for consumption on the premises; and

(d) wherein or wherefrom the activities referred to herein are carried on in respect of or in connection with any theatre, bioscope, biotearoom, drive-in cinema or other entertainment or any function;

and further includes the supply of liquor in any such establishments or on any such premises in terms of a liquor licence held or deemed to be held by such employers or issued under the Liquor Act, 1989, but does not include hotelkeepers, boardinghousekeepers or lodging-housekeepers, and further includes all operations incidental to or consequent on any of the aforesaid activities;

Enige geregistreerde vakvereniging wat teen die aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou 123A, Schoemanstraat 215, Pretoria (posadres: Privaatsak X117, Pretoria, 0001).

TABEL

Naam van vakvereniging: National Hotel, Liquor, Restaurant and Retail Workers Union.

Datum waarop aansoek ingedien is: 7 Desember 1988.

Belange en gebied ten opsigte waarvan aansoek gedoen word: Alle Swart werknemers in diens in die Teekamer-, Restourant- en Spyseniersbedryf, die Hotel- en Drankbedryf en die Kommersiële Distribusiebedryf in die landdrosdistrik Port Elizabeth.

Vir die doeleindes hiervan beteken—

(i) "Teekamer-, Restourant- en Spyseniersbedryf" die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is uitsluitlik of hoofsaaklik met die doel om maaltye of verversings (hetsy vloeibaar of andersins) of sowel sodanige maaltye as sodanige verversings voor te berei, te bedien of te verskaf in of vanuit enige bedryfsinrigting of gedeelte daarvan, hetsy permanent, tydelik, binnenshuis of in die ope lug, en omvat dit sodanige werksaamhede wanneer verrig in of vanuit een of meer klasse persele of gedeeltes daarvan—

(a) wat gebruik word as openbare restourante, vis-en-skyfiewinkels, kafees, teekamers, padkafees en wegneemkosverkooppunte, buiten waar die voorbereiding en/of verskaffing van eetklaar voedsel en/of verversings plaasvind op of vanuit die perseel van 'n akkommodasiebedryfsinrigting;

(b) waar maaltye of nie-alkoholiese dranke bedien word vir verbruik op die perseel of voorsien word vir verbruik weg van die perseel;

(c) waar spuit- of mineraalwater in glase of ander houers verskaf word vir verbruik op die perseel; en

(d) waarin of waarvandaan die werksaamhede hierin bedoel, verrig word ten opsigte van of in verband met enige teater, bioskoop, kafeebioskoop, inrybioskoop of ander vermaaklikheid of enige onthaal;

en omvat dit voorts die verskaffing van drank in enige sodanige bedryfsinrigtings of op enige sodanige persele kragtens 'n dranklisensie gehou of geag gehou te word deur sodanige werkgewers of uitgereik kragtens die Drankwet, 1989, maar omvat dit nie hotelhouers, losieshuishouers of huurkamerhuishouers nie, en omvat dit voorts alle bedrywighede wat gepaard gaan met of voortspruit uit enige van voormelde werksaamhede;

(ii) "Hotel and Liquor Trade" means the trade in which employers and their employees are associated for the purpose of providing accommodation and one or more meals per day for reward on premises where the sale of liquor is carried on and in connection with which one or more than one liquor licence is held or deemed to be held by such employers or has been issued in terms of the Liquor Act, 1989: Provided that, for the purposes of this definition, the expression "accommodation" shall mean bedroom accommodation and the services ordinarily associated therewith;

(iii) "Commercial distributive trade" means the trade in which employers and their employees are associated for the purpose of conducting the business of a shop as defined hereunder and includes all operations incidental thereto carried on by such employers and their employees;

"Shop" means any premises or any part of any premises in or on which—

(a) persons are admitted or invited for the purpose of purchasing, otherwise than by public auction, the goods displayed or offered therein or thereon or goods of the type so displayed or offered for sale;

(b) the goods referred to in paragraph (a) are stocked, stored, unpacked or packed, or from which such goods are delivered or despatched to persons referred to in paragraph (a) who are purchasing such goods;

(c) goods are stocked or stored and from which wholesale or retail orders are executed for the supply of such goods.

Postal address of applicant: P.O. Box 3165, North nd, Port Elizabeth, 6056.

Office address of applicant: 623 Main Street, Court hambers Building, North End, Port Elizabeth.

Attention is drawn to the following requirements of ction 4 of the Act:

(a) The representativeness of any trade union which objects to the application shall in terms of subsection (4) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.

b) The procedure laid down in subsection (2) must be followed in connection with any objection lodged.

W. JAMES,
ustrial Registrar.
February 1991)

(ii) "Hotel- en Drankbedryf" die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om akkommodasie en een of meer maaltye per dag teen vergoeding te verskaf op persele waar die verkoop van drank bedryf word en in verband waarmee een of meer as een dranklisensie gehou word of geag word gehou te word deur sodanige werkgewers of uitgereik is kragtens die Drankwet, 1989: Met dien verstande dat vir die doeleindes van hierdie omskrywing die uitdrukking "akkommodasie" slaapkamerakkommodasie en die dienste wat gewoonlik daarmee geassosieer word, beteken;

(iii) "Kommersiële Distribusiebedryf" die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om 'n winkel soos hieronder omskryf, te dryf, en omvat dit alle werksaamhede wat daarmee gepaard gaan wat deur sodanige werkgewers en hul werknemers verrig word;

"winkel" enige perseel of enige gedeelte van 'n perseel waarin of waarop—

(a) persone toegang verleen word of uitgenooi word met die doel om, op 'n ander wyse as by openbare veiling, die goedere wat daarin of daarop uitgestal of aangebied word of goedere van die soort wat aldus uitgestal of te koop aangebied word, te koop;

(b) die goedere in paragraaf (a) bedoel, in voorraad gehou, geberg, uitgepak of verpak word, of waarvandaan sodanige goedere afgelewer of versend word aan persone in paragraaf (a) bedoel, wat sodanige goedere aankoop;

(c) goedere in voorraad gehou of geberg word en waarvandaan groothandels- of kleinhandelsbestellings uitgevoer word vir die verskaffing van sodanige goedere.

Posadres van applikant: Posbus 3165, Noordeinde, Port Elizabeth, 6056.

Kantooradres van applikant: Mainstraat 623, Hofsaalgebou, Noordeinde, Port Elizabeth.

Die aandag word gevestig op onderstaande vereistes van artikel 4 van die Wet:

(a) Die mate waarin 'n beswaarmakende vakvereniging verteenwoordigend is, word ingevolge subartikel (4) bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf by subartikel (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

D. W. JAMES,
Nywerheidsregistrateur.
(15 Februarie 1991)

Commonwealth sanctions to stay

(280) B1Pay 18/2/91

LONDON — A nine-nation Commonwealth committee has decided to retain all sanctions against SA, although it suggested sports boycotts might be eased later this year.

Australia, the only committee member which had pressed for concessions, went along with Saturday's decision.

Britain, which is not a member of the Committee on Southern Africa, said it was disappointing.

Committee chairman and Canadian External Affairs Minister Joe Clark said: "We think that if there is to be any relief to sanctions, it should be in response to particular actions — not promises, not undertakings to do something, but actual things that have been done to change the system."

Britain said in a Foreign Office statement that it hoped the 50-nation Commonwealth would start lifting measures before its summit in October.

The committee, consisting of Canada, Australia, Guyana, India, Malaysia Nigeria, Tanzania, Zambia and Zimbabwe, was set up in 1987.

In a five-page communique, the committee said it would meet again after April 30 and consider "appropriate action," providing by then the SA government had scrapped the race laws and "repressive security legislation", freed all political prisoners and allowed all exiles back into the country.

The main Commonwealth economic embargoes, imposed in 1985 and 1986, include bans on air links, investment, bank loans and imports of agricultural products and of uranium, iron, coal and steel.

Australian Prime Minister Bob Hawke said in Sydney Saturday's meeting had effectively set a timetable for the easing of sports sanctions.

"If you have integration of sport in SA, and that is recognised by the relevant bodies, then there will be no reason why sporting contacts cannot be initiated," he said.

Clark agreed the first embargoes to go would be sports and other "people-to-people" measures, such as difficulties in getting visas, or travel bans.

"It probably need not be too long before the various sporting organisations in SA are able to satisfy the requirements that would enable them to return to international sporting events," said Commonwealth secretary general Emeka Anyaoku.

But the committee indicated that Commonwealth trade and financial embargoes would remain until President F W de Klerk's government is gone.

It said that lifting these embargoes would require "a further major step ... down the path of constitutional reform", such as the establishment of an interim government.

The decision to maintain embargoes was expected and was in line with the recommendation of the ANC. ANC foreign affairs chief Thabo Mbeki addressed the committee for 45 minutes soon after the one-day meeting began.

Clark denied that the decision to maintain embargoes was a snub to De Klerk and failed to acknowledge major steps to reform.

"We are very encouraged by the change of attitude that has been undertaken and personified by Mr de Klerk and is shared obviously by his senior ministers," said Clark. — Sapa-AP.

Holiday firm lays off 500 workers

Cape Times 6/4/91

By DANIEL SIMON

CAPE SHARE CC — a former Somerset West-based timeshare company — yesterday laid off hundreds of employees countrywide and closed its offices amid a national police probe into allegations of fraud involving millions of rand.

The investigation has been going on for about three years.

Yesterday's sudden shutdown of Cape Share's activities has affected some 500 employees at 16 branches around the country.

It was also learnt yesterday that timeshare owners who bought packages through Cape Share could lose financially and receive little or no compensation if Cape Share-linked trust company Carmel Trust is liquidated.

The trust, of which Cape Share managing director Mr Frank Pennington and his wife are trustees, was provisionally sequestrated on March 18 following an application lodged by Cape Share.

Cape Share has been operating for about five years and has sold about 2 800 timeshare packages worth tens of millions of rand.

The company began experiencing cash-flow problems several months ago when employees telephoned newspapers to say they were not receiving their salaries. The company acknowledged then that it had a financial problem.

In a telephone interview Mr Pennington said that at present Cape Share had R8 million in assets and R3m in liabilities.

He said employees received notice of a suspension of their jobs yesterday morning by fax. in

'International dispute' in hotel chain

By DICK USHER W/Mail 12/4-18/4/91

THE South African Commercial Catering and Allied Workers' Union (Saccawu) is poised to declare what may be Southern Africa's first international dispute. (289)

This ground-breaking step follows Sun International's (SI) refusal to enter region-wide bargaining with Saccawu and is a logical union response to the regional dominance of South African business.

SI, the Southern Sun group's offshore arm, has operations in Namibia, Botswana, Lesotho and the homelands.

Saccawu national organiser Alan Horwitz said the move had the support of the Swaziland Hotel and Catering Workers' Union. A response was awaited from unions in Namibia and Botswana. "We invited SI to a meeting to discuss centralised bargaining, but they refused on the grounds that operations in individual territories were independent.

"We have now written to each operation asking for negotiations in a central forum and if they refuse we will declare dispute with SI."

Horwitz said the union viewed the fragmented ownership system, with operations in the different territories registered as separate companies, as "corporate camouflage".

Saccawu considered SI the holding company for all these operations. "It has a fully integrated corporate identity and the technicalities are irrelevant to trade union concerns."

Saccawu, which has won recognition in Transkei and Ciskei but not in Bophuthatswana, also regarded the homelands as illegitimate. It could not legitimise them by treating SI subsidiaries there as independent.

Horwitz said it was logical for union organisation to follow the regional organisation of business. "South African business is dominant, the rand is the regional unit of business and the region is a single economic unit. But there are, for example, vast differences in wages which should be eliminated."

Sun hotels face international union dispute

By SHARON SOROUR
Labour Reporter

SACCAWU — the South African Commercial, Catering and Allied Workers' Union is poised to declare what is probably the sub-continent's first international dispute, the latest edition of S A Labour News reports.

The labour journal said the "ground-breaking step" was a logical corollary to the regional dominance of South African business.

Union national organiser Mr Alan Horwitz said the move followed Sun International's refusal to enter into centralised bargaining with the union.

He said: "We have now written to each subsidiary inviting them to start negotiations at a central forum and if they refuse we will declare a dispute with Sun International."

The union had "a very strong mandate" from members for this step, he said.

Sun International had operations in South African homelands, Namibia, Swaziland, Botswana and Lesotho — each registered as a separate company.

Mr Horwitz told S A Labour News that the Swaziland Hotel and Catering Workers' Union had already endorsed Saccawu's approach while unions in Namibia and Botswana were still to respond.

"In spite of the fragmented ownership system, Sun International is a holding company as far as we are concerned.

GAINED RECOGNITION

"It has a fully integrated corporate identity and the corporate technicalities are simply a camouflage which have nothing to do with trade union concerns," Mr Horwitz said.

The union, which had gained recognition in Transkei and Ciskei but not in Bophuthatswana, regarded the fragmentation of South Africa into homelands as illegitimate.

It could not, therefore, give them legitimacy by accepting that Sun International subsidiaries in these regions were independent international operations.

"The group's operation in Swaziland is as much a part of Sun International as the Wild Coast Sun," he said.

But there were certain differences — like vast differences in wages, for example — which should be eliminated.

(A) Avia Air Charter (Pty) Ltd, P.O. Box 13460, Sinoville, 0129. (B) Avia Air Charter (Pty) Ltd. (C) Non-scheduled Air Transport Service Licence N26. Under "Aircraft to be used" and "Tariff of charges" add:

"Aircraft	*Tariff (c/km)*
Douglas DC-6B ZS-MTE	1 200–2 000
Cessna 402B ZS-MGY	160–250".

(A) National Airways Corp. (Pty) Ltd, P.O. Box 18016, Rand Airport, 1419. (B) National Airways Corporation. (C) Aerial Work Air Service Licence W404. Under "Categories of work" add: "Game counting, catching and culling".

(A) Tropair Charter (Pty) Ltd, P.O. Box 14471, Sinoville, 0129. (B) Tropair Charter (Pty) Ltd. (C) Non-scheduled Air Transport Service Licence N935. Under "Aircraft to be used" and "Tariff of charges" delete existing and add:

"Aircraft	*Tariff (R/km)*
Cessna 310R ZS-KEE	1,35–2,00
Cessna 402B ZS-MGY	1,60–2,50
Cessna 414 ZS-MDT	1,60–2,50".

19 April 1991)

289

NOTICE 352 OF 1991

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

APPLICATION FOR REGISTRATION OF A TRADE UNION

I, David William James, Industrial Registrar, do hereby, in terms of section 4 (2) of the Labour Relations Act, 1956, give notice that an application for registration as a trade union has been received from the National Union of Hotel, Restaurant, Commercial and Allied Workers. Particulars of the application are reflected in the subjoined table.

Any registered trade union which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Manpower, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

TABLE

Name of trade union: National Union of Hotel, Restaurant, Commercial and Allied Workers.

Date on which application was lodged: 14 March 1991.

Interests and area in respect of which application is made: All persons employed in the undermentioned trades, industries and undertakings in the Magisterial Distncts of Brits, Groblersdal, Johannesburg, Pietersburg, Potgietersrus, Pretoria, Warmbaths and Witbank:

(i) Tearoom, Restaurant and Catering Trade;

(ii) Hotel and Liquor Trade;

(iii) Commercial Distributive Trade;

(iv) Clothing and Knitting Industry;

(v) Bread and Confectionery Industry;

(A) Avia Air Charter (Edms.) Bpk., Posbus 13460, Sinoville, 0129. (B) Avia Air Charter (Edms.) Bpk. (C) Nie-vasgestelde-lugvervoerdienslisensie N26. Onder "Lugvaartuie wat gebruik gaan word" en "Tariefskaal" voeg by:

"Lugvaartuig	*Tarief (c/km)*
Douglas DC-6B ZS-MTE	1 200–2 000
Cessna 402B ZS-MGY	160–250".

(A) National Airways Corp. (Edms.) Bpk., Posbus 18016, Randlughawe, 1419. (B) National Airways Corporation. (C) Handelslugdienslisensie W404. Onder "Kategorieë van werk" voeg by: "Wildtelling, -vang en -uitdunning".

(A) Tropair Charter (Edms.) Bpk., Posbus 14471, Sinoville, 0129. (B) Tropair Charter (Edms.) Bpk. (C) Nie-vasgestelde-lugvervoerdienslisensie N935. Onder "Lugvaartuie wat gebruik gaan word" en "tariefskaal" skrap huidige en voeg by:

"Lugvaartuig	*Tarief (R/km)*
Cessna 310R ZS-KEE	1,35–2,00
Cessna 402B ZS-MGY	1,60–2,50
Cessna 414 ZS-MDT	1,60–2,50".

(19 April 1991)

KENNISGEWING 352 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

AANSOEK OM REGISTRASIE VAN 'N VAKVERENIGING

Ek, David William James, Nywerheidsregistrateur, maak ingevolge artikel 4 (2) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om registrasie as 'n vakvereniging ontvang is van die National Union of Hotel, Restaurant, Commercial and Allied Workers. Besonderhede van die aansoek word in onderstaande tabel verstrek.

Enige geregistreerde vakvereniging wat teen die aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou 123A, Schoemanstraat 215, Pretoria (posadres: Privaatsak X117, Pretoria, 0001).

TABEL

Naam van vakvereniging: National Union of Hotel, Restourant, Commercial and Allied Workers.

Datum waarop aansoek ingedien is: 14 Maart 1991.

Belange en gebied ten opsigte waarvan aansoek gedoen word: Alle persone in diens in ondervermelde bedrywe, nywerhede en ondernemings in die landdrosdistrikte Brits, Groblersdal, Johannesburg, Pietersburg, Potgietersrus, Pretoria, Warmbad en Witbank.

(i) Teekamer-, Restourant- en Verversingsbedryf;

(ii) Hotel- en Drankbedryf;

(iii) Kommersiële Distribusiebedryf;

(iv) Klerasie- en Breinywerheid;

(v) Brood- en Banketnywerheid;

(vi) Health and Medical Services Undertaking; and

(vii) Cleaning Services Undertaking.

For the purposes hereof the above-mentioned trades, industries and undertakings are defined as follows:

(i) **"Tearoom, Restaurant and Catering Trade"** means the trade in which employers and their employees are associated wholly or mainly for the purpose of preparing, serving or providing meals or refreshments (whether liquid or otherwise) or both such meals and refreshments in or from any establishment or part thereof, whether permanent, temporary, indoors or in the open air, and includes such activities when carried on in or from one or more classes of premises or parts thereof—

(a) used as public restaurants, fish-and-chips shops, cafes, tearooms, roadhouses and take-away food outlets, except where the preparation and/or supply of ready-to-consume food and/or refreshments take(s) place on or from the premises of an accommodation establishment;

(b) where meals or non-alcoholic drinks are served for consumption on the premises or are provided for consumption away from the premises;

(c) where aerated or mineral waters are supplied in glasses or other containers for consumption on the premises; and

(d) wherein or wherefrom the activities referred to herein are carried on in respect of or in connection with any theatre, bioscope, biotearoom, drive-in cinema or other entertainment or any function;

and further includes the supply of liquor in any such establishments or on any such premises in terms of a liquor licence held or deemed to be held by such employers or issued under the Liquor Act, 1989, but does not include hotelkeepers, boarding-housekeepers or lodging-housekeepers, and further includes all operations incidental to or consequent on any of the aforesaid activities.

(ii) **"Hotel and Liquor Trade"** means the trade in which employers and their employees are associated for the purpose of providing accommodation and one or more meals per day for reward on premises where the sale of liquor is carried on and in connection with which one or more than one liquor licence is held or deemed to be held by such employers or has been issued in terms of the Liquor Act, 1989: Provided that, for the purposes of this definition, the expression; "accommodation", shall mean bedroom accommodation and the services ordinarily associated therewith.

(iii) **"Commercial Distributive Trade"** means the trade in which employers and their employees are associated for the purpose of conducting the business of a shop as defined hereunder and includes all operations incidental thereto carried on by such employers and their employees.

(vi) Gesondheids- en Mediesediensteonderneming; en

(vii) Skoonmaakdiensteonderneming.

Vir die doeleindes hiervan word bovermelde bedrywe, nywerhede en ondernemings soos volg omskryf:

(i) **"Teekamer-, Restourant- en Verversingsbedryf"** beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is uitsluitlik of hoofsaaklik met die doel om etes of verversings (hetsy vloeibaar of andersins) of sowel sodanige etes as sodanige verversings te berei, te bedien of te verskaf in of vanuit enige bedryfsinrigting of gedeelte daarvan, hetsy permanent, tydelik, binnenshuis of in die ope lug, en dit omvat sodanige werksaamhede wanneer verrig in of vanuit een of meer klasse persele of gedeeltes daarvan—

(a) wat gebruik word as openbare restourante, vis-en-skyfiewinkels, kafees, teekamers, padkafees en verkooppunte vir wegneemkos, behalwe waar die voorbereiding en/of verskaffing van eetklaar voedsel en/of verversings plaasvind op of vanuit die perseel van 'n akkommodasiebedryfsinrigting;

(b) waar etes of nie-alkoholiese dranke bedien word vir verbruik op die perseel of verskaf word vir verbruik weg van die perseel;

(c) waar spruit- of mineraalwater in glase of ander houers verskaf word vir verbruik op die perseel; en

(d) waarin of waarvandaan die werksaamhede hierin bedoel, verrig word ten opsigte van of in verband met enige teater, bioskoop, kafeebioskoop, inryteater of ander vermaaklikheid of enige onthaal;

en dit omvat voorts die verskaffing van drank in enige sodanige bedryfsinrigtings of op enige sodanige persele kragtens 'n dranklisensie gehou of geag gehou te word deur sodanige werkgewers of uitgereik kragtens die Drankwet, 1989, maar dit omvat nie hotelhouers, losieshuishouers of huurkamerhuishouers nie, en dit omvat voorts alle bedrywighede wat met enige van voormelde werksaamhede gepaard gaan of daaruit voortspruit.

(ii) **"Hotel- en Drankbedryf"** beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om huisvesting en een of meer etes per dag teen vergoeding te verskaf op persele waar die verkoop van drank bedryf word en in verband waarmee een of meer as een dranklisensie gehou word of geag word gehou te word deur sodanige werkgewers of uitgereik is kragtens die Drankwet, 1989: Met dien verstande dat vir die doeleindes van hierdie omskrywing die uitdrukking "huisvesting" slaapkamer-akkommodasie en die dienste wat gewoonlik daarmee geassosieer word, beteken.

(iii) **"Kommersiële Distribusiebedryf"** beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om 'n winkel, soos hieronder omskryf, te dryf, en dit omvat alle daarmee gepaard gaande werksaamhede wat deur sodanige werkgewers en hul werknemers verrig word.

"Shop" means any premises or any part of any premises—

(a) into or onto which persons are admitted or invited for the purpose of purchasing, otherwise than by public auction, the goods displayed or offered therein or thereon or goods of the type so displayed or offered for sale;

(b) in or on which the goods referred to in paragraph (a) are stocked, stored, unpacked or packed, or from which such goods are delivered or dispatched to persons referred to in paragraph (a) who are purchasing such goods;

(c) in or on which goods are stocked or stored and from which wholesale or retail orders are executed for the supply of such goods;

(d) in or on which a manufacturer's representative carries on his activities as such, and in this regard "manufacturer's representative" means any person, other than an employee of a manufacturer, who, as an agent or otherwise, keeps for sale, goods or samples of goods manufactured by the manufacturer, or obtains or receives, in any manner whatsoever, orders for goods from persons for the purchase by them of such goods and executes such orders or transmits such orders to the manufacturer for acceptance or otherwise;

and "shop activity" has a corresponding meaning.

(iv) **"Clothing and Knitting Industry"** means the industry in which employers and their employees are associated for the purpose of—

(a) making, irrespective of the process or method used in such making, any one or more of the following classes of clothing and includes the knitting of any such articles of clothing:

(i) Outer garments, underwear or nightwear;

(ii) ties;

(iii) men's or boy's tweed or linen hats or caps;

(iv) garments made to the order of any Government department, any provincial administration, any local authority or Transnet;

(v) stockings or socks;

(b) knitting clothing fabric where it is carried on in conjunction with the manufacture of any one or more of the articles listed in (a);

but does not include—

(i) the making of garments to the measurement of individual persons;

(ii) the making of clothing from furs or pelts;

(iii) the making of women's or girls' hats.

"Winkel" beteken enige perseel of enige gedeelte van 'n perseel—

(a) waarin of waarop persone toegelaat of waarheen persone uitgenooi word met die doel om, uitgesonderd by openbare veiling, die goedere wat daarin of daarop vir verkoop uitgestal of aangebied word, of goedere van die soort wat aldus uitgestal of aangebied word, te koop;

(b) waarin of waarop goedere in paragraaf (a) bedoel, in voorraad gehou, geberg, uitgepak of verpak word, of van waar sodanige goedere afgelewer of versend word aan persone in paragraaf (a) bedoel wat sodanige goedere aankoop;

(c) waarin of waarop goedere in voorraad gehou of geberg word en van waar groothandels- of kleinhandelsbestellings uitgevoer word vir die lewering van sodanige goedere;

(d) waarin of waarop 'n vervaardigersverteenwoordiger sy werksaamhede as sodanig verrig, en in hierdie verband beteken "vervaardigersverteenwoordiger" 'n persoon, uitgesonderd 'n werknemer van 'n vervaardiger, wat, as 'n agent of andersins, goedere of monsters van goedere deur die vervaardiger vervaardig, te koop aanhou, of op enige manier, hoegenaamd bestellings vir goedere verkry of ontvang vanaf persone vir die aankoop deur hulle van sodanige goedere en sodanige bestellings uitvoer of sodanige bestellings aanstuur na die vervaardiger vir aanvaarding of andersins;

en "winkelwerksaamheid" het 'n ooreenstemmende betekenis.

(iv) **"Klerasie- en Breinywerheid"** beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om—

(a) ongeag die proses of metode wat by die maak daarvan gebruik word, enigeen of meer van die volgende klasse kledingstukke te maak, en dit omvat die brei van enige sodanige kledingstukke:

(i) Boklere, onderklere of nagklere;

(ii) dasse;

(iii) mans- of seunshoede of -pette van tweed of linne;

(iv) kledingstukke gemaak op bestelling van enige Staatsdepartement, enige provinsiale administrasie, enige plaaslike owerheid of Transnet;

(v) kouse of sokkies;

(b) kledingmateriaal te brei waar dit verrig word tesame met die vervaardiging van enigeen of meer van die artikels wat in (a) gelys word;

maar dit omvat nie die volgende nie:

(i) Die maak van kledingstukke volgens die maat van individuele persone;

(ii) die maak van kledingstukke van pelse of kortwolvelle;

(iii) die maak van vroue- of meisieshoede.

(v) **"Bread and Confectionery Industry"** means the industry in which employers and their employees are associated for the purpose of making bread and/or confectionery for sale, and includes the distribution by such employers of the bread and/or confectionery, and further includes all operations incidental to or consequent on any of the aforesaid activities, and for the purposes of this paragraph—

(a) "bread", without limiting its ordinary meaning, also means buns, rolls and fancy bread; and

(b) "confectionery", without limiting its ordinary meaning, also means kitkes, cakes, fancy pastries, dry rusks, pastries, pies, sausage rolls, scones and currant bread, but does not include wafers, ice-cream wafers or cones, dog or puppy biscuits, pretzel sticks or matzos.

(vi) **"Health and Medical Services Undertaking"** means the undertaking in which employers and their employees are associated for the purpose of rendering health and medical services in hospitals and clinics that are not administered by any Government department or any provincial administration.

(vii) **"Cleaning Services Undertaking"** means the undertaking in which employers and their employees are associated for the purpose of cleaning and maintaining industrial and commercial premises and buildings, and includes workers engaged in operations incidental to and consequent on the above-mentioned operations.

Postal address of applicant: P.O. Box 97004, Presas, 0114.

Office address of applicant: First Floor, Dairymall Building, 146 Jacob Maré Street, Pretoria.

Attention is drawn to the following requirements of section 4 of the Act:

(a) The representativeness of any trade union which objects to the application shall in terms of subsection (4) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.

(b) The procedure laid down in subsection (2) must be followed in connection with any objection lodged.

D. W. JAMES,
Industrial Registrar.
(19 April 1991)

(v) **"Brood- en Banketnywerheid"** beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om brood en of banket vir verkoop te maak, en dit omvat die verspreiding deur sodanige werkgewers van die brood en/of banket, en dit omvat voorts alle bedrywighede wat met enige van voormelde werksaamhede gepaard gaan of daaruit voortspruit, en vir die doeleindes van hierdie paragraaf beteken—

(a) "brood", sonder om die gewone betekenis daarvan te beperk, ook bolletjies, broodrolletjies en sierbrood; en

(b) "banket", sonder om die gewone betekenis daarvan te beperk, ook kitkes, koeke, sierfyngebak, droë beskuit, fyngebakkies, pasteie, worsrolletjies, botterbroodjies en korintebrood, maar dit omvat nie wafeltjies, roomyswafeltjies, of -horinkies, honde- of kleinhondjiebeskuitjies, pretzelstokkies of matzos nie.

(vi) **"Gesondheids- en Mediesedienste onderneming"** beteken die onderneming waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om gesondheids- en mediese dienste te lewer in hospitale en klinieke wat nie deur 'n Staatsdepartement of 'n provinsiale administrasie geadministreer word nie.

(vii) **"Skoonmaakdiensteonderneming"** beteken die onderneming waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om nywerheids- en handelspersele en -geboue skoon te maak en in stand te hou, en dit omvat werkers wat werksaamhede verrig wat met bovermelde bedrywighede gepaard gaan en daaruit voortspruit.

Posadres van applikant: Posbus 97004, Presas, 0114.

Kantooradres van applikant: Eerste Verdieping, Dairymall-gebou, Jacob Maréstraat 146, Pretoria.

Die aandag word gevestig op onderstaande vereistes van artikel 4 van die Wet:

(a) die mate waarin 'n beswaarmakende vakvereniging verteenwoordigend is, word ingevolge subartikel (4) bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf by subartikel (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

D. W. JAMES,
Nywerheidsregistrateur.
(19 April 1991)

NOTICE 346 OF 1991

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

CANCELLATION OF REGISTRATION OF AN EMPLOYERS' ORGANISATION

I, David William James, Industrial Registrar, hereby notify, in terms of section 14 (2) of the Labour Relations Act, 1956, that I have cancelled the registration of the Confectionary Craft Association with effect from 11 April 1991.

D. W. JAMES,
Industrial Registrar.

(19 April 1991)

KENNISGEWING 346 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN REGISTRASIE VAN 'N WERKGEWERSORGANISASIE

Ek, David William James, Nywerheidsregistrateur, maak hierby kragtens artikel 14 (2) van die Wet op Arbeidsverhoudinge, 1956, bekend dat ek die registrasie van die Confectionary Craft Association met ingang van 11 April 1991 ingetrek het.

D. W. JAMES,
Nywerheidsregistrateur.

(19 April 1991)

289

NOTICE 347 OF 1991

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

APPLICATION FOR VARIATION OF SCOPE OF REGISTRATION OF A TRADE UNION

I, David William James, Industrial Registrar, do hereby, in terms of section 4 (2) as applied by section 7 (5) of the Labour Relations Act, 1956, give notice that an application for the variation of its scope of registration has been received from the Hotel, Liquor, Catering, Commercial and Allied Workers Union of South Africa. Particulars of the application are reflected in the subjoined table.

Any registered trade union which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Manpower, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

TABLE

Name of trade union: Hotel, Liquor, Catering, Commercial and Allied Workers Union of South Africa.

Date on which application was lodged: 21 March 1991.

Interests and area in respect of which application is made: All persons employed in the undermentioned trades in the Province of the Orange Free State:

(i) Tearoom, Restaurant and Catering Trade;

(ii) Hotel and Liquor Trade; and

(iii) Commercial Distributive Trade.

For the purposes hereof the above-mentioned trades are defined as follows:

(i) **"Tearoom, Restaurant and Catering Trade"** means the trade in which employers and their employees are associated wholly or mainly for the purpose of preparing, serving or providing meals or refreshments (whether liquid or otherwise) or both such meals and refreshments in or from any establishment

KENNISGEWING 347 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

AANSOEK OM VERANDERING VAN DIE REGISTRASIEBESTEK VAN 'N VAKVERENIGING

Ek, David William James, Nywerheidsregistrateur, maak ingevolge artikel 4 (2) soos toegepas by artikel 7 (5) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om die verandering van sy registrasiebestek ontvang is van die Hotel, Liquor, Catering, Commercial and Allied Workers Union of South Africa. Besonderhede van die aansoek word in onderstaande tabel verstrek.

Enige geregistreerde vakvereniging wat teen die aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou 123A, Schoemanstraat 215, Pretoria (posadres: Privaatsak X117, Pretoria, 0001).

TABEL

Naam van vakvereniging: Hotel, Liquor, Catering, Commercial and Allied Workers Union of South Africa.

Datum waarop aansoek ingedien is: 21 Maart 1991.

Belange en gebied ten opsigte waarvan aansoek gedoen word: Alle persone in diens in die ondervermelde bedrywe in die provinsie die Oranje-Vrystaat:

(i) Teekamer-, Restourant- en Verversingsbedryf;

(ii) Hotel- en Drankbedryf; en

(iii) Kommersiële Distribusiebedryf.

Vir die doeleindes hiervan word bovermelde bedrywe soos volg omskryf:

(i) **"Teekamer-, Restourant- en Verversingsbedryf"** beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is uitsluitlik of hoofsaaklik met die doel om etes of verversings (hetsy vloeibaar of andersins) of sowel sodanige etes as sodanige verversings te berei, te bedien of te verskaf in of vanuit enige bedryfsinrigting of gedeelte daarvan,

or part thereof, whether permanent, temporary, indoors or in the open air, and includes such activities when carried on in or from one or more classes of premises or parts thereof—

(a) used as public restaurants, fish-and-chips shops, cafes, tearooms, roadhouses and take-away food outlets, except where the preparation and/or supply of ready-to-consume food and/or refreshments take(s) place on or from the premises of an accommodation establishment;

(b) where meals or non-alcoholic drinks are served for consumption on the premises or are provided for consumption away from the premises;

(c) where aerated or mineral waters are supplied in glasses or other containers for consumption on the premises; and

(d) wherein or wherefrom the activities referred to herein are carried on in respect of or in connection with any theatre, bioscope, biotearoom, drive-in cinema or other entertainment or any function;

and further includes the supply of liquor in any such establishments or on any such premises in terms of a liquor licence held or deemed to be held by such employers or issued under the Liquor Act, 1989, but does not include hotelkeepers, boarding-housekeepers or lodging-housekeepers, and further includes all operations incidental to or consequent on any of the aforesaid activities.

(ii) **"Hotel and Liquor Trade"** means the trade in which employers and their employees are associated for the purpose of providing accommodation and one or more meals per day for reward on premises where the sale of liquor is carried on and in connection with which one or more than one liquor licence is held or deemed to be held by such employers or has been issued in terms of the Liquor Act, 1989: Provided that, for the purposes of this definition, the expression "accommodation" shall mean bedroom accommodation and the services ordinarily associated therewith.

(iii) **"Commercial Distributive Trade"** means the trade in which employers and their employees are associated for the purpose of conducting the business of a shop and includes all operations incidental thereto. In this context "shop" means—

(a) any premises to which persons are invited for the purpose of purchasing by either retail or wholesale the goods displayed therein or goods of the type displayed therein; and

(b) any premises or part thereof in which such goods are stored, packed or unpacked, or from which such goods are delivered or despatched to purchasers or from which wholesale or retail orders are executed.

Postal address of applicant: P.O. Box 1409, Johannesburg, 2000.

Office address of applicant: Second Floor, Lekton House, 5 Wanderers Street, Johannesburg.

534—C

hetsy permanent, tydelik, binnenshuis of in die ope lug, en dit omvat sodanige werksaamhede wanneer verrig in of vanuit een of meer klasse persele of gedeeltes daarvan—

(a) wat gebruik word as openbare restourante, vis-en-skyfiewinkels, kafees, teekamers, padkafees en verkooppunte vir wegneemkos, behalwe waar die voorbereiding en/of verskaffing van eetklaar voedsel en/of verversings plaasvind op of vanuit die perseel van 'n akkommodasiebedryfsinrigting;

(b) waar etes of nie-alkoholiese dranke bedien word vir verbruik op die perseel of verskaf word vir verbruik weg van die perseel;

(c) waar spuit- of mineraalwater in glase of ander houers verskaf word vir verbruik op die perseel; en

(d) waarin of waarvandaan die werksaamhede hierin bedoel, verrig word ten opsigte van of in verband met enige teater, bioskoop, kafeebioskoop, inryteater of ander vermaaklikheid of enige onthaal;

en dit omvat voorts die verskaffing van drank in enige sodanige bedryfsinrigtings of op enige sodanige persele kragtens 'n dranklisensie gehou of geag gehou te word deur sodanige werkgewers of uitgereik kragtens die Drankwet, 1989, maar dit omvat nie hotelhouers, losieshuishouers of huurkamerhuishouers nie, en dit omvat voorts alle bedrywighede wat met enige van voormelde werksaamhede gepaard gaan of daaruit voortspruit.

(ii) **"Hotel- en Drankbedryf"** beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om huisvesting en een of meer etes per dag teen vergoeding te verskaf op persele waar die verkoop van drank bedryf word en in verband waarmee een of meer as een dranklisensie gehou word of geag word gehou te word deur sodanige werkgewers of uitgereik is kragtens die Drankwet, 1989: Met dien verstande dat vir die doeleindes van hierdie omskrywing die uitdrukking "huisvesting" slaapkamer-akkommodasie en die dienste wat gewoonlik daarmee geassosieer word, beteken.

(iii) **"Kommersiële Distribusiebedryf"** beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om 'n winkel te dryf, en dit omvat alle bedrywighede wat daarmee gepaard gaan. In hierdie verband beteken "winkel"—

(a) enige perseel waarheen persone uitgenooi word met die doel om, hetsy by die klein maat of by die groot maat, die goedere daarin uitgestal of goedere van die soort daarin uitgestal, te koop; en

(b) enige perseel of gedeelte daarvan waarin sodanige goedere geberg, verpak of uitgepak word, of waarvandaan sodanige goedere aan kopers afgelewer of versend word of waarvandaan groothandels- of kleinhandelsbestellings uitgevoer word.

Posadres van applikant: Posbus 1409, Johannesburg, 2000.

Kantooradres van applikant: Tweede Verdieping, Lekton House, Wandererstraat 5, Johannesburg.

Attention is drawn to the following requirements of sections 4 and 7 of the Act:

(a) The representativeness of any trade union which objects to the application shall in terms of section 4 (4) as applied by section 7 (5) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.

(b) The procedure laid down in section 4 (2) must be followed in connection with any objection lodged.

D. W. JAMES,
Industrial Registrar.
(19 April 1991)

Die aandag word gevestig op onderstaande vereistes van artikels 4 en 7 van die Wet:

(a) Die mate waarin 'n beswaarmakende vakvereniging verteenwoordigend is, word ingevolge artikel 4 (4), soos toegepas by artikel 7 (5), bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf by artikel 4 (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

D. W. JAMES,
Nywerheidsregistrateur.
(19 April 1991)

NOTICE 348 OF 1991

ADMINISTRATION: HOUSE OF ASSEMBLY DEPARTMENT OF AGRICULTURAL DEVELOPMENT

NOTICE OF MEETING OF CREDITORS IN TERMS OF SECTION 22 (1) OF THE AGRICULTURAL CREDIT ACT, 1966

A meeting of the undermentioned applicant and his creditors is hereby convened at the place and date mentioned hereunder for the purpose of enabling creditors to prove their claims against the applicant and of considering a proposal for a compromise by the Agricultural Credit Board.

J. H. SMIT,
Director: Directorate Financial Assistance, Department of Agricultural Development.

KENNISGEWING 348 VAN 1991

ADMINISTRASIE: VOLKSRAAD DEPARTEMENT VAN LANDBOU-ONTWIKKELING

KENNISGEWING VAN VERGADERING VAN SKULDEISERS KRAGTENS ARTIKEL 22 (1) VAN DIE WET OP LANDBOUKREDIET, 1966

Hierby word 'n vergadering van ondergenoemde applikant en sy skuldeisers op die plek en datum hieronder genoem, belê, met die doel om skuldeisers in staat te stel om hul vorderings teen die applikant te bewys en 'n skikkingsvoorstel van die Landboukredietraad te oorweeg.

J. H. SMIT,
Direkteur: Direktoraat Finansiële Bystand, Departement van Landbou-ontwikkeling.

Application by Aansoek van	Place of meeting Plek van byeenkoms	Date and time Datum en tyd
Lukas Cornelius van der Walt (I.D. 380530 5026 006), of the farm/van die plaas Rietdraai, P.O. Box/Posbus 406, Lichtenburg, 2740	Magistrate's Office/Kantoor van die Landdros, Lichtenburg.	3 June/Junie 1991 at/om 09:00.

(19 April 1991)

NOTICE 349 OF 1991

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF AGRICULTURAL DEVELOPMENT

NOTICE OF MEETING OF CREDITORS IN TERMS OF SECTION 22 (1) OF THE AGRICULTURAL CREDIT ACT, 1966

A meeting of the undermentioned applicant and his creditors is hereby convened at the place and date mentioned hereunder for the purpose of enabling creditors to prove their claims against the applicant and of considering a proposal for a compromise by the Agricultural Credit Board.

J. H. SMIT,
Director: Directorate Financial Assistance,
Department of Agricultural Development.

KENNISGEWING 349 VAN 1991

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN LANDBOU-ONTWIKKELING

KENNISGEWING VAN VERGADERING VAN SKULDEISERS KRAGTENS ARTIKEL 22 (1) VAN DIE WET OP LANDBOUKREDIET, 1966

Hierby word 'n vergadering van ondergenoemde applikant en sy skuldeisers op die plek en datum hieronder genoem, belê, met die doel om skuldeisers in staat te stel om hul vorderings teen die applikant te bewys en 'n skikkingsvoorstel van die Landboukredietraad te oorweeg.

J. H. SMIT
Direkteur: Direktoraat Finansiële Bystand,
Departement van Landbou-ontwikkeling.

(289)

Saccawu goes to court today

VERA VON LIERES

AN application by the SA Commercial, Catering and Allied Workers' Union (Saccawu) to interdict Southern Sun over national wage demands for 6 000 of its members will be heard in the industrial court in Pretoria today. This was confirmed at the weekend by Saccawu spokesman Khaile Setena who said the company had rejected the union's final offer of a R110 monthly across-the board increase from April plus R10 from October.

Saccawu has accused the company of bypassing it by making its final offer directly to workers. It said the company had threatened salary deductions for "unauthorised absenteeism".

Southern Sun's final offer was a R105-a-month increase or 14% overall — whichever was the greater.

Southern Sun spokesman Andy Maclaurin said last week the union had failed to make its final offer known to the company at the last conciliation board hearing between the parties. Saccawu said it had insufficient time to obtain a final mandate from its members.

Vlok admits casino group helped in raids

CAPE TOWN — Sun International employees assisted police in raids on illegal gambling clubs in Johannesburg, Durban and the Vaal Triangle, Law and Order Minister Adriaan Vlok disclosed yesterday.

About 180 police were involved in last month's raids, which netted R750 000 in gambling equipment. Club employees and patrons were arrested and more than 90 people were released after paying R100 admission of guilt fines.

Vlok was replying to a question in Parliament by DP MP Peter Soal, who described the casino group's involvement as

Political Staff

"sinister and highly undesirable".

Vlok said Sun International had been approached to "furnish evidence in court, to render expert assistance in the indentification of modern and unfamiliar gambling machines and methods".

The Minister said he wished to give the assurance that the involvement of Sun International during the operation "did not arise from a vendetta against ex-employees" as had been alleged

Vlok said numerous complaints had been received by police about "financial ruination" through illegal gambling.

Soal said an organisation with gambling interests in neighbouring states being involved in raids created the "impression that they are protecting their interests".

JONATHON REES reports that Sun International MD Ken Rosevear said yesterday this was not the first time the group had assisted the police in this way.

Illegal gambling operators did not pay taxes or establish any tourist infrastructure so could not be allowed to continue, Rosevear said.

NOTICE 492 OF 1991

DEPARTMENT OF MANPOWER

289

LABOUR RELATIONS ACT, 1956

REGISTRATION AS A TRADE UNION

It is hereby notified for general information that the National Union of Hotel, Restaurant, Commercial and Allied Workers has with effect from 28 May 1991 in terms of section 4 (7) of the Labour Relations Act, 1956, been registered as a trade union in respect of persons employed in the undermentioned trades, industry and undertakings in the Magisterial Districts of Brits, Groblersdal, Johannesburg, Pietersburg, Potgietersrus, Pretoria, Warmbaths and Witbank:

(i) Tearoom, Restaurant and Catering Trade;

(ii) Hotel and Liquor Trade;

(iii) Commercial Distributive Trade;

(iv) Bread and Confectionery Industry;

(v) Health and Medical Services Undertaking; and

(vi) Cleaning Services Undertaking.

For the purposes hereof the above-mentioned trades, industries and undertakings are defined as follows:

(i) **"Tearoom, Restaurant and Catering Trade"** means the trade in which employers and their employees are associated wholly or mainly for the purpose of preparing, serving or providing meals or refreshments (whether liquid or otherwise) or both such meals and refreshments in or from any establishment or part thereof, whether permanent, temporary, indoors or in the open air, and includes such activities when carried on in or from one or more classes of premises or parts thereof—

(a) used as public restaurants, fish-and-chips shops, cafes, tearooms, roadhouses and take-away food outlets, except where the preparation and/or supply of ready-to-consume food and/or refreshments take(s) place on or from the premises of an accommodation establishment;

(b) where meals or non-alcoholic drinks are served for consumption on the premises or are provided for consumption away from the premises;

(c) where aerated or mineral waters are supplied in glasses or other containers for consumption on the premises; and

(d) wherein or wherefrom the activities referred to herein are carried on in respect of or in connection with any theatre, bioscope, biotearoom, drive-in cinema or other entertainment or any function;

and further includes the supply of liquor in any such establishments or on any such premises in terms of a liquor licence held or deemed to be held by such employers or issued under the Liquor Act, 1989, but does not include hotelkeepers, boarding-housekeepers or lodging-housekeepers, and further includes all operations incidental to or consequent on any of the aforesaid activities.

(ii) **"Hotel and Liquor Trade"** means the trade in which employers and their emloyees are associated for the purpose of providing accommodation and one or

KENNISGEWING 492 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

REGISTRASIE AS 'N VAKVERENIGING

Hierby word vir algemene inligting bekendgemaak dat die National Union of Hotel, Restaurant, Commercial and Allied Workers met ingang van 28 Mei 1991 ingevolge artikel 4 (7) van die Wet op Arbeidsverhoudinge, 1956, as 'n vakvereniging geregistreer is ten opsigte van persone in diens in ondervermelde bedrywe, nywerheid en ondernemings in die landdrosdistrikte Brits, Groblersdal, Johannesburg, Pietersburg, Potgietersrus, Pretoria, Warmbad en Witbank.

(i) Teekamer-, Restourant- en Verversingsbedryf;

(ii) Hotel- en Drankbedryf;

(iii) Kommersiële Distribusiebedryf;

(iv) Brood- en Banketnywerheid;

(v) Gesondheids- en Mediesedienste onderneming; en

(vi) Skoonmaakdienste onderneming.

Vir die doeleindes hiervan word bovermelde bedrywe, nywerhede en ondernemings soos volg omskryf:

(i) **"Teekamer-, Restourant- en Verversingsbedryf"** beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is uitsluitlik of hoofsaaklik met die doel om etes of verversings (hetsy vloeibaar of andersins) of sowel sodanige etes as sodanige verversings te berei, te bedien of te verskaf in of vanuit enige bedryfsinrigting of gedeelte daarvan, hetsy permanent, tydelik, binnenshuis of in die ope lug, en dit omvat sodanige werksaamhede wanneer verrig in of vanuit een of meer klasse persele of gedeeltes daarvan—

(a) wat gebruik word as openbare restourante, vis-en-skyfiewinkels, kafees, teekamers, padkafees en verkooppunte vir wegneemkos, behalwe waar die voorbereiding en/of verskaffing van eetklaar voedsel en/of verversings plaasvind op of vanuit die perseel van 'n akkommodasiebedryfsinrigting;

(b) waar etes of nie-alkoholiese dranke bedien word vir verbruik op die perseel of verskaf word vir verbruik weg van die perseel;

(c) waar spruit- of mineraalwater in glase of ander houers verskaf word vir verbruik op die perseel; en

(d) waarin of waarvandaan die werksaamhede hierin bedoel, verrig word ten opsigte van of in verband met enige teater, bioskoop, kafeebioskoop, inryteater of ander vermaaklikheid of enige onthaal;

en dit omvat voorts die verskaffing van drank in enige sodanige bedryfsinrigtings of op enige sodanige persele kragtens 'n dranklisensie gehou of geag gehou te word deur sodanige werkgewers of uitgereik kragtens die Drankwet, 1989, maar dit omvat nie hotelhouers, losieshuishouers of huurkamerhuishouers nie, en dit omvat voorts alle bedrywighede wat met enige van voormelde werksaamhede gepaard gaan of daaruit voortspruit.

(ii) **"Hotel- en Drankbedryf"** beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om huisvesting en een of

289

more meals per day for reward on premises where the sale of liquor is carried on and in connection with which one or more than one liquor licence is held or deemed to be held by such employers or has been issued in terms of the Liquor Act, 1989: Provided that, for the purposes of this definition, the expression; "accommodation", shall mean bedroom accommodation and the services ordinarily associated therewith.

(iii) **"Commercial Distributive Trade"** means the trade in which employers and their employees are associated for the purpose of conducting the business of a shop as defined hereunder and includes all operations incidental thereto carried on by such employers and their employees.

"Shop" means any premises or any part of any premises—

(a) into or onto which persons are admitted or invited for the purpose of purchasing, otherwise than by public auction, the goods displayed or offered therein or thereon or goods of the type so displayed or offered for sale;

(b) in or on which the goods referred to in paragraph (a) are stocked, stored, unpacked or packed, or from which such goods are delivered or dispatched to persons referred to in paragraph (a) who are purchasing such goods;

(c) in or on which goods are stocked or stored and from which wholesale or retail orders are executed for the supply of such goods;

(d) in or on which a manufacturer's representative carries on his activities as such, and in this regard "manufacturer's representative" means any person, other than an employee of a manufacturer, who, as an agent or otherwise, keeps for sale, goods or samples of goods manufactured by the manufacturer, or obtains or receives, in any manner whatsoever, orders for goods from persons for the purchase by them of such goods and executes such orders or transmits such orders to the manufacturer for acceptance or otherwise;

and "shop activity" has a corresponding meaning.

(iv) **"Bread and Confectionery Industry"** means the industry in which employers and their employees are associated for the purpose of making bread and/or confectionery for sale, and includes the distribution by such employers of the bread and/or confectionery, and further includes all operations incidental to or consequent on any of the aforesaid activities, and for the purposes of this paragraph—

(a) "bread", without limiting its ordinary meaning, also means buns, rolls and fancy bread; and

(b) "confectionery", without limiting its ordinary meaning, also means kitkes, cakes, fancy pastries, dry rusks, pastries, pies, sausage rolls, scones and currant bread, but does not include wafers, ice-cream wafers or cones, dog or puppy biscuits, pretzel sticks or matzos.

meer etes per dag teen vergoeding te verskaf op persele waar die verkoop van drank bedryf word en in verband waarmee een of meer as een dranklisensie gehou word of geag word gehou te word deur sodanige werkgewers of uitgereik is kragtens die Drankwet, 1989: Met dien verstande dat vir die doeleindes van hierdie omskrywing die uitdrukking "huisvesting" slaapkamer-akkommodasie en die dienste wat gewoonlik daarmee geassosieer word, beteken.

(iii) **"Kommerslële Distribusiebedryf"** beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om 'n winkel, soos hieronder omskryf, te dryf, en dit omvat alle daarmee gepaard gaande werksaamhede wat deur sodanige werkgewers en hul werknemers verrig word.

"Winkel" beteken enige perseel of enige gedeelte van 'n perseel—

(a) waarin of waarop persone toegelaat of waarheen persone uitgenooi word met die doel om, uitgesonderd by openbare veiling, die goedere wat daarin of daarop vir verkoop uitgestal of aangebied word, of goedere van die soort wat aldus uitgestal of aangebied word, te koop;

(b) waarin of waarop goedere in paragraaf (a) bedoel, voorraad gehou, geberg, uitgepak of verpak word, of van waar sodanige goedere afgelewer of versend word aan persone in paragraaf (a) bedoel wat sodanige goedere aankoop;

(c) waarin of waarop goedere in voorraad gehou of geberg word en van waar groothandels- of kleinhandelsbestellings uitgevoer word vir die lewering van sodanige goedere;

(d) waarin of waarop 'n vervaardigersverteenwoordiger sy werksaamhede as sodanig verrig, en in hierdie verband beteken "vervaardigersverteenwoordiger" 'n persoon, uitgesonderd 'n werknemer van 'n vervaardiger, wat, as 'n agent of andersins, goedere of monsters van goedere deur die vervaardiger vervaardig, te koop aanhou, of op enige manier, hoegenaamd bestellings vir goedere verkry of ontvang vanaf persone vir die aankoop deur hulle van sodanige goedere en sodanige bestellings uitvoer of sodanige bestellings aanstuur na die vervaardiger vir aanvaarding of andersins;

en "winkelwerksaamheid" het 'n ooreenstemmende betekenis.

(iv) **"Brood- en Banketnywerheid"** beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om brood en of banket vir verkoop te maak, en dit omvat die verspreiding deur sodanige werkgewers van die brood en/of banket, en dit omvat voorts alle bedrywighede wat met enige van voormelde werksaamhede gepaard gaan of daaruit voortspruit, en vir die doeleindes van hierdie paragraaf beteken—

(a) "brood", sonder om die gewone betekenis daarvan te beperk, ook bolletjies, broodrolletjies en sierbrood; en

(b) "banket", sonder om die gewone betekenis daarvan te beperk, ook kitkes, koeke, sierfyngebak, droë beskuit, fyngebakkies, pasteie, worsrolletjies, botterbroodjies en korintebrood, maar dit omvat nie wafeltjies, roomyswafeltjies, of -horinkies, honde- of kleinhondjiebeskuitjies, pretzelstokkies of matzos nie.

(v) **"Health and Medical Services Undertaking"** means the undertaking in which employers and their employees are associated for the purpose of rendering health and medical services in hospitals and clinics that are not administered by any Government department or any provincial administration.

(vi) **"Cleaning Services Undertaking"** means the undertaking in which employers and their employees are associated for the purpose of cleaning and maintaining industrial and commercial premises and buildings, and includes workers engaged in operations incidental to and consequent on the above-mentioned operations.

(7 June 1991)

(v) **"Gesondheids- en Mediesedienste onderneming"** beteken die onderneming waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om gesondheids- en mediese dienste te lewer in hospitale en klinieke wat nie deur 'n Staatsdepartement of 'n provinsiale administrasie geadministreer word nie.

(vi) **"Skoonmaakdiensteonderneming"** beteken die onderneming waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om nywerheids- en handelspersele en -geboue skoon te maak en in stand te hou, en dit omvat werkers wat werksaamhede verrig wat met bovermelde bedrywighede gepaard gaan en daaruit voortspruit.

(7 Junie 1991)

NOTICE 493 OF 1991

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

APPLICATION FOR REGISTRATION OF A TRADE UNION

I, David William James, Industrial Registrar, do hereby, in terms of section 4 (2) of the Labour Relations Act, 1956, give notice that an application for registration as a trade union has been received from the Suid-Afrikaanse Witwerkersunie. Particulars of the Application are reflected in the subjoined table.

Any registered trade union which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Manpower, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

TABLE

Name of trade union: Suid-Afrikaanse Witwerkersunie.

Date on which application was lodged: 15 February 1991.

Interest and area in respect of which application is made: White persons employed in the undermentioned industries and undertakings in the Republic of South Africa:

(i) Battery Manufacturing Industry;

(ii) Financial Institutions Undertaking;

(iii) Motor Industry;

(iv) Local Authority Undertaking;

(v) Rubber and Rubber Product Industry; and

(vi) Sawmilling and Woodworking Industry.

For the purposes hereof (i) to (vi) above are defined as follows:

"Battery Manufacturing Industry" means the industry in which employers and their employees are associated for the purpose of the production and/or manufacture and/or mounting and/or rebuilding and/or installation and/or servicing and/or repair of batteries of

KENNISGEWING 493 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

AANSOEK OM REGISTRASIE VAN 'N VAKVERENIGING

Ek, David William James, Nywerheidsregistrateur, maak ingevolge artikel 4 (2) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om registrasie as 'n vakvereniging ontvang is van die Suid-Afrikaanse Witwerkersunie. Besonderhede van die aansoek word in onderstaande tabel verstrek.

Enige geregistreerde vakvereniging wat teen die aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou 123A, Schoemanstraat 215, Pretoria (posadres: Privaatsak X117, Pretoria, 0001).

TABEL

Naam van vakvereniging: Suid-Afrikaanse Witwerkersunie.

Datum waarop aansoek ingedien is: 15 Februarie 1991.

Belange en gebied ten opsigte waarvan aansoek gedoen word: Blanke persone in diens in onderstaande nywerhede en ondernemings in die Republiek van Suid-Afrika.

(i) Batterynywerheid;

(ii) Finansiële Instellingsonderneming;

(iii) Motornywerheid;

(iv) Plaaslike Owerheidsonderneming;

(v) Rubber- en Rubberproduktenywerheid; en

(vi) Saagmeul- en Houtwerknywerheid.

Vir die doeleindes hiervan word (i) tot (vi) hierbo soos volg omskryf:

"Batterynywerheid" beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir die maak en/of vervaardiging en/of montering en/of herbouing en/of installering en/of versiening en/of herstel van batterye van die lood-suur-tipe of

No. R. 1368 **14 June 1991**

289 LABOUR RELATIONS ACT, 1956

TEAROOM, RESTAURANT AND CATERING TRADE, PRETORIA: AMENDMENT OF MAIN AGREEMENT

I, Eli van der Merwe Louw, 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 28 February 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), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 28 February 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.

E. VAN DER MERWE LOUW,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE TEAROOM, RESTAURANT AND CATERING TRADE, PRETORIA

AGREEMENT

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

Pretoria and Districts Caterers' Association

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

The Pretoria 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 Tearoom, Restaurant and Catering Trade, Pretoria,

to amend the Agreement published under Government Notice No. R. 1719 of 24 September 1976, as amended and renewed by Government Notices Nos. R. 944 and R. 945 of 1 May 1981, R. 886 of 7 May 1982, R. 2357 and R. 2358 of 5 November 1982, R. 401 and R. 402 of 2 March 1984, R. 536 and R. 537 of 27 March 1986, R. 376 of 27 February 1987, R. 582 of 20 March 1987, R. 1848 of 28 August 1987, R. 563 of 25 March 1988, R. 107, and R. 108 of 27 January 1989 and R. 533 of 22 March 1991.

No. R. 1368 **14 Junie 1991**

WET OP ARBEIDSVERHOUDINGE, 1956

TEEKAMER-, RESTOURANT- EN VERVERSINGSBEDRYF, PRETORIA: WYSIGING VAN HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1992 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1992 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

E. VAN DER MERWE LOUW,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE TEEKAMER-, RESTOURANT- EN VERVERSINGSBEDRYF, PRETORIA

OOREENKOMS

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

Pretoria and Districts Caterers' Association

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

The Pretoria 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 Teekamer-, Restourant- en Verversingsbedryf, Pretoria,

om die Ooreenkoms, gepubliseer by Goewermentskennisgewing No. R. 1719 van 24 September 1976, soos gewysig en hernieu deur Goewermentskennisgewings Nos. R. 944 en R. 945 van 1 Mei 1981, R. 886 van 7 Mei 1982, R. 2357 en R. 2358 van 5 November 1982, R. 401 en R. 402 van 2 Maart 1984, R. 536 en R. 537 van 27 Maart 1986, R. 376 van 27 Februarie 1987, R. 582 van 20 Maart 1987, R 1848 van 28 Augustus 1987, R. 563 van 25 Maart 1988 en R. 107 en R. 108 van 27 Januarie 1989 en R. 533 van 22 Maart 1991, te wysig.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Tea-room, Restaurant and Catering Trade—

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

(2) in the Magisterial District of Pretoria; in those portions of the Magisterial District of Kempton Park which were transferred from the Magisterial District of Pretoria in terms of Government Notices Nos. 551 of 29 March 1956 and 1618 of 2 October 1970; in that portion of the Magisterial District of Cullinan which was transferred from the Magisterial District of Pretoria in terms of Government Notice No. 970 of 30 May 1968; in that portion of the Magisterial District of Brits which, prior to 1 June 1972 (Government Notice No. 872 of 26 May 1972), fell within the Magisterial District of Pretoria and in that portion of the Magisterial District of Randburg which, prior to 1 January 1975 (Government Notice No 2152 of 22 November 1974), fell within the Magisterial District of Pretoria, and the Magisterial District of Wonderboom.

2. CLAUSE 4: REMUNERATION

Substitute the following for clause 4:

"4. REMUNERATION

(1) The minimum wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:

With effect from 1 March 1991 to 28 February 1992

(A) Class of employee	Full-time employees		Casual and Special functions employees	
			Per hour	
	Per week	Per month	Ordinary time	Over-time
	R	R	cent	cent
Barman:				
Qualified	128,87	559	349	523
Unqualified:				
During the first year of experience	80,53	349	218	328
During the second year of experience	96,64	420	263	394
During third year of experience	112,74	488	305	458
Cashier:				
Qualified	96,65	420	263	394
Unqualified	80,51	349	218	328
Clerical employee:				
Qualified	112,74	488	305	458
Unqualified	96,65	420	263	394
Counterhand:				
Qualified	96,65	420	263	394
Unqualified	80,53	349	218	328
Counterhand/Waiter	96,65	420	263	394
Cook:				
First grade	104,70	454	283	427
Second grade:				
Qualified	96,65	420	263	394

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Teekamer-, Restourant- en Verversingsbedryf nagekom word—

(1) deur alle werkgewers en werknemers wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is;

(2) in die landdrosdistrik Pretoria; in daardie gedeeltes van die landdrosdistrik Kempton Park wat ingevolge Goewermentskennisgewings Nos. 551 van 29 Maart 1956 en 1618 van 2 Oktober 1970 vanaf die landdrosdistrik Pretoria oorgeplaas is; in daardie gedeelte van die landdrosdistrik Cullinan wat ingevolge Goewermentskennisgewing No. 970 van 30 Mei 1968 van die landdrosdistrik Pretoria oorgeplaas is; in daardie gedeelte van die landdrosdistrik Brits wat voor 1 Junie 1972 (Goewermentskennisgewing No. 872 van 26 Mei 1972) binne die landdrosdistrik Pretoria geval het en in daardie gedeelte van die landdrosdistrik Randburg wat voor 1 Januarie 1975 (Goewermentskennisgewing No. 2152 van 22 November 1974) binne die landdrosdistrik Pretoria geval het, en die landdrosdistrik Wonderboom.

2. KLOUSULE 4: BESOLDIGING

Vervang klousule 4 deur die volgende:

"4. BESOLDIGING

Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse werknemers moet betaal, is soos volg:

Met ingang van 1 Maart 1991 tot 28 Februarie 1992

(A) Klas werknemer	Voltydse werknemers		Los werknemers en werknemers vier spesiale funksies	
			Per uur	
	Per week	Per maand	Gewone tyd	Oortyd-werk
	R	R	sent	sent
Kroegman:				
Gekwalifiseerd	128,87	559	349	523
Ongekwalifiseerd:				
Gedurende eerste jaar ondervinding	80,53	349	218	328
Gedurende tweede jaar ondervinding	96,64	420	263	394
Gedurende derde jaar ondervinding	112,74	488	305	458
Kassier:				
Gekwalifiseerd	96,65	420	263	394
Ongekwalifiseerd	80,51	349	218	328
Klerk:				
Gekwalifiseerd	112,74	488	305	458
Ongekwalifiseerd	96,65	420	263	394
Toonbankbediener:				
Gekwalifiseerd	96,65	420	263	394
Ongekwalifiseerd	80,53	349	218	328
Toonbank-/Tafelbediener	96,65	420	263	394
Kok:				
Graad I	104,70	454	283	427
Graad II:				
Gekwalifiseerd	96,65	420	263	394

289

(A) Class of employee	Full-time employees		Casual and Special functions employees	
			Per hour	
	Per week	Per month	Ordinary time	Over-time
	R	R	cent	cent
Unqualified:				
During first 12 months' experience	80,53	349	218	328
Grill-hand:				
Qualified	80,53	349	218	328
Unqualified	72,49	315	197	297
Kitchen-hand	68,44	297	185	278
Night-watchman	96,65	420	263	394
Labourer:				
During first six months' service with one employer	60,39	263	164	246
After six months' service with one employer	66,44	289	178	270
Manager	221,46	960	601	900
Motor vehicle driver:				
Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of a trailer or trailers drawn by such vehicle—				
(i) does not exceed 450 kg	80,53	349	218	328
(ii) exceeds 450 kg but does not exceed 2 700 kg	96,65	420	263	394
(iii) exceeds 2 700 kg	112,74	488	255	458
Supervisor	181,23	785	491	736
Vendor	96,65	420	263	394
Waiter:				
Qualified	80,53	349	218	328
Unqualified	72,49	315	197	297
Wine steward:				
Qualified	96,65	420	263	394
Unqualified	80,53	349	218	328

(B) Class of employees	Part-time employees	
	Per week	Per month
	R	R
Part-time counterhand	72,49	315
Part-time waiter	60,82	264
Theatre part-time counterhand	62,41	270
Theatre part-time waiter	60,82	264
Theatre part-time vendor	87,67	315."

(A) Klas werknemer	Voltydse werknemers		Los werknemers en werknemers vier spesiale funksies	
			Per uur	
	Per week	Per maand	Gewone tyd	Oortyd-werk
	R	R	sent	sent
Ongekwalifiseerd:				
Gedurende eerste 12 maande ondervinding	80,53	349	218	328
Roosterbediener:				
Gekwalifiseerd	80,53	349	218	328
Ongekwalifiseerd	72,49	315	197	297
Kombuiswerker	68,44	297	185	278
Nagwag	96,65	420	263	394
Arbeider:				
Gedurende eerste ses maande diens by een werkgewer	60,39	263	164	246
Na ses maande diens by een werkgewer	66,44	289	178	270
Bestuurder	221,46	960	601	900
Motorvoertuigdrywer:				
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—				
(i) hoogstens 450 kg	80,53	349	218	328
(ii) meer as 450 kg maar hoogstens 2 700 kg	96,65	420	263	394
(iii) meer as 2 700 kg	112,74	488	255	458
Toesighouer	181,23	785	491	736
Verkoper	96,65	420	263	394
Tafelbediende:				
Gekwalifiseerd	80,53	349	218	328
Ongekwalifiseerd	72,49	315	197	297
Wynkelder:				
Gekwalifiseerd	96,65	420	263	394
Ongekwalifiseerd	80,53	349	218	328

(B) Klas werknemer	Deeltydse werknemers	
	Per week	Per maand
	R	R
Deeltydse toonbankbediener	72,49	315
Deeltydse tafelbediende	60,82	264
Deeltydse teatertoonbankbediener	62,41	270
Deeltydse teatertafelbediende	60,82	264
Deeltydse teaterverkoper	87,67	315."

3. CLAUSE 17: EXPENSES OF THE COUNCIL

Delete the first three paragraphs and substitute with the following two new paragraphs:

"For the purposes of meeting the expenses of the Council, every employer shall deduct from the earnings of each of his employees the sum of 75 cents per month.

To the amounts so deducted, the employer shall, in respect of each employee, add the sum of 75 cents per month.".

Signed at Pretoria, on behalf of the parties, this 15th day of January 1991.

J. IOANNOU,
Chairman of the Council.

T. HONDROU,
Vice-Chairman of the Council.

L. P. VAN BREDA,
Secretary of the Council.

No. R. 1369 **14 June 1991**

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, WESTERN PROVINCE: AMENDMENT OF AGREEMENT FOR THE BOLAND

I, Eli van der Merwe Louw, 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 31 October 1991, 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 October 1991, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

3. KLOUSULE 17: UITGAWES VAN DIE RAAD

Skraap die eerste drie paragrawe en voeg die volgende twee nuwe paragrawe in:

"Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer van die verdienste van elkeen van sy werknemers 'n bedrag van 75 sent per maand aftrek.

By die bedrae aldus afgetrek, moet die werkgewer ten opsigte van elke werknemer die bedrag van 75 per sent per maand voeg.".

Namens die partye op hede die 15de dag van Januarie 1991 te Pretoria onderteken.

J. IOANNOU,
Voorsitter van die Raad.

T. HONDROU,
Ondervoorsitter van die Raad.

L. P. VAN BREDA,
Sekretaris van die Raad.

No. R. 1369 **14 Junie 1991**

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, WESTELIKE PROVINSIE: WYSIGING VAN OOREENKOMS VIR DIE BOLAND

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1991 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1991 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

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

289

NOTICE 507 OF 1991

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

APPLICATION FOR VARIATION OF SCOPE OF REGISTRATION OF AN EMPLOYERS' ORGANISATION

I, David William James, Industrial Registrar, do hereby, in terms of section 4 (2) as applied by section 7 (5) of the Labour Relations Act, 1956, give notice that an application for the variation of its scope of registration has been received from the Pretoria and Districts Caterers Association. Particulars of the application are reflected in the subjoined table.

Any registered employers' organisation which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Manpower, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

TABLE

Name of employers' organisation: Pretoria and Districts Caterers Association.

Date on which application was lodged: 25 March 1991.

Interests and area in respect of which application is made: All employers engaged in the undermentioned trades in the Magisterial Districts of Brits, Bronkhorstspruit, Cullinan, Kempton Park, Pretoria, Randburg, Rustenburg, Witbank and Wonderboom:

(i) Tearoom, Restaurant and Catering Trade; and

(ii) Commercial Distributive Trade.

For the purposes hereof the above-mentioned trades are defined as follows:

(i) **"Tearoom, Restaurant and Catering Trade"** means the trade in which employers and their employees are associated wholly or mainly for the purpose of preparing, serving or providing meals or refreshments (whether liquid or otherwise) or both such meals and refreshments in or from any establishment or part thereof, whether permanent, temporary, indoors or in the open air, and includes such activities when carried on in or from one or more classes or premises or parts thereof—

(a) used as public restaurants, fish-and-chips shops, cafes, tearooms, roadhouses and take-away food outlets, except where the preparation and/or supply of ready-to-consume food and/or refreshments take(s) place on or from the premises of an accommodation establishment;

(b) where meals or non-alcoholic drinks are served for consumption on the premises or are provided for consumption away from the premises;

(c) where aerated or mineral waters are supplied in glasses or other containers for consumption on the premises; and

(d) wherein or wherefrom the activities referred to herein are carried on in respect of or in connection with any theatre, bioscope, biotearoom, drive-in cinema or other entertainment or any function;

KENNISGEWING 507 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

AANSOEK OM VERANDERING VAN DIE REGISTRASIEBESTEK VAN 'N WERKGEWERSORGANISASIE

Ek, David William James, Nywerheidsregistrateur, maak ingevolge artikel 4 (2) soos toegepas by artikel 7 (5) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om die verandering van sy registrasiebestek ontvang is van die Pretoria and Districts Caterers Association. Besonderhede van die aansoek word in onderstaande tabel verstrek.

Enige geregistreerde werkgewersorganisasie wat teen die aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou 123A, Schoemanstraat 215, Pretoria (posadres: Privaatsak X117, Pretoria, 0001).

TABEL

Naam van werkgewersorganisasie: Pretoria and Districts Caterers Association.

Datum waarop aansoek ingedien is: 25 Maart 1991.

Belange en gebied ten opsigte waarvan aansoek gedoen word: Alle werkgewers betrokke by ondergenoemde bedrywe in die landdrosdistrikte Brits, Bronkhorstspruit, Cullinan, Kempton Park, Pretoria, Randburg, Rustenburg, Witbank en Wonderboom:

(i) Teekamer-, Restourant- en Verversingsbedryf; en

(ii) Kommersiële Distribusiebedryf.

Vir die doeleindes hiervan word bogenoemde bedrywe soos volg omskryf:

(i) **"Teekamer-, Restourant- en Verversingsbedryf"** beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is uitsluitlik of hoofsaaklik met die doel om etes of verversings (hetsy vloeibaar of ander) of sowel sodanige etes as sodanige verversings te berei, te bedien of te verskaf in of vanuit enige bedryfsinrigting of gedeelte daarvan, hetsy permanent, tydelik, binnenshuis of in die ope lug, en dit omvat sodanige werksaamhede wanneer verrig in of vanuit een of meer klasse persele of gedeeltes daarvan—

(a) wat gebruik word as openbare restourante, vis-en-skyfie-winkels, kafees, teekamers, padkafees en verkooppunte vir wegneemkos, behalwe waar die voorbereiding en/of verskaffing van eetklaar voedsel en/of verversings plaasvind op of vanuit die perseel van 'n akkommodasiebedryfsinrigting;

(b) waar etes of nie-alkoholiese dranke bedien word vir verbruik op die perseel of verskaf word vir verbruik weg van die perseel;

(c) waar spuit- of mineraalwater in glase of ander houers verskaf word vir verbruik op die perseel; en

(d) waarin of waarvandaan die werksaamhede hierin bedoel, verrig word ten opsigte van of in verband met enige teater, bioskoop, kafeebioskoop, inryteater of ander vermaaklikheid of enige onthaal;

and further includes the supply of liquor in any such establishments or on any such premises in terms of a liquor licence held or deemed to be held by such employers or issued under the Liquor Act, 1989, but does not include hotelkeepers, boarding-housekeepers or lodging-housekeepers, and further includes all operations incidental to or consequent on any of the aforesaid activities.

(ii) **"Commercial Distributive Trade"** means the trade in which employers and their employees are associated for the purpose of conducting the business of a shop and includes all operations incidental thereto. In this context "shop" means—

(a) any premises to which persons are invited for the purpose of purchasing either by retail or wholesale the goods displayed therein or goods of the type displayed therein; and

(b) any premises or part thereof in which such goods are stored, packed or unpacked, or from which such goods are delivered or despatched to purchasers or from which wholesale or retail orders are executed.

Interests and area in respect of which registration is held: Employers engaged in the Catering, Tearoom and Restaurant Trade in the Magisterial Districts of Pretoria and Wonderboom.

Postal address of applicant: P.O. Box 2128, Pretoria, 0001.

Office address of applicant: Fifth Floor, 2 Pencardia, 509 Pretorius Street, Arcadia.

Attention is drawn to the following requirements of sections 4 and 7 of the Act:

(a) The representativeness of any employers' organisation which objects to the application shall in terms of section 4 (4) as applied by section 7 (5) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.

(b) The procedure laid down in section 4 (2) must be followed in connection with any objection lodged.

D. W. JAMES,
Industrial Registrar.
(14 June 1991)

en dit omvat voorts die verskaffing van drank in enige sodanige bedryfsinrigtings of op enige sodanige persele kragtens 'n dranklisensie gehou of geag gehou te word deur sodanige werkgewers of uitgereik kragtens die Drankwet, 1989, maar dit omvat nie hotelhouers, losieshuishouers of huurkamerhuishouers nie, en dit omvat voorts alle bedrywighede wat met enige van voormelde werksaamhede gepaard gaan of daaruit voortspruit.

(ii) **"Kommersiële Distribusiebedryf"** beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om 'n winkel te dryf, en dit omvat alle bedrywighede wat daarmee gepaard gaan. In hierdie verband beteken "winkel"—

(a) enige perseel waarheen persone uitgenooi word met die doel om hetsy by die klein maat of by die groot maat, die goedere daarin uitgestal of goedere van die soort daarin uitgestal, te koop; en

(b) enige perseel of gedeelte daarvan waarin sodanige goedere geberg, verpak of uitgepak word, of waarvandaan sodanige goedere aan kopers afgelewer of versend word of waarvandaan groothandels- of kleinhandelsbestellings uitgevoer word.

Belange en gebied ten opsigte waarvan registrasie gehou word: Werkgewers betrokke by die Verversings-, Teekamer- en Restourantbedryf in die landdrosdistrikte Pretoria en Wonderboom.

Posadres van applikant: Posbus 2128, Pretoria, 0001.

Kantooradres van applikant: Vyfde Verdieping, Pencardia 2, Pretoriusstraat 509, Arcadia.

Die aandag word gevestig op onderstaande vereistes van artikels 4 en 7 van die Wet:

(a) Die mate waarin 'n beswaarmakende werkgewersorganisasie verteenwoordigend is, word ingevolge artikel 4 (4), soos toegepas by artikel 7 (5), bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf by artikel 4 (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

D. W. JAMES,
Nywerheidsregistrateur.
(14 Junie 1991)

NOTICE 511 OF 1991

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

APPLICATION FOR VARIATION OF SCOPE OF REGISTRATION OF A TRADE UNION

I, David William James, Industrial Registrar, do hereby, in terms of section 4 (2) as applied by section 7 (5) of the Labour Relations Act, 1956, give notice that an application for the variation of its scope of registration has been received from the Independent Liquor, Catering and Allied Workers Union. Particulars of the application are reflected in the subjoined table.

KENNISGEWING 511 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

AANSOEK OM VERANDERING VAN DIE REGISTRASIEBESTEK VAN 'N VAKVERENIGING

Ek, David William James, Nywerheidsregistrateur, maak ingevolge artikel 4 (2) soos toegepas by artikel 7 (5) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om die verandering van sy registrasiebestek ontvang is van die Independent Liquor, Catering and Allied Workers Union. Besonderhede van die aansoek word in onderstaande tabel verstrek.

Any registered trade union which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Manpower, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

289

TABLE

Name of trade union: Independent Liquor, Catering and Allied Workers Union.

Date on which application was lodged: 6 May 1991.

Interests and area in respect of which application is made: All persons employed in the undermentioned trades in the Magisterial Districts of Brits, Bronkhorstspruit, Cullinan, Kempton Park, Pretoria, Randburg, Rustenburg, Warmbaths, Wonderboom and Witbank:

(i) Tearoom, Restaurant and Catering Trade;

(ii) Hotel and Liquor Trade; and

(iii) Commercial Distributive Trade.

For the purposes hereof the above-mentioned trades are defined as follows:

(i) **"Tearoom, Restaurant and Catering Trade"** means the trade in which employers and their employees are associated wholly or mainly for the purpose of preparing, serving or providing meals or refreshments (whether liquid or otherwise) or both such meals and refreshments in or from any establishment or part thereof, whether permanent, temporary, indoors or in the open air, and includes such activities when carried on in or from one or more classes of premises or parts thereof—

(a) used as public restaurants, fish-and-chips shops, cafes, tearooms, roadhouses and take-away food outlets, except where the preparation and/or supply of ready-to-consume food and/or refreshments take(s) place on or from the premises of an accommodation establishment;

(b) where meals or non-alcoholic drinks are served for consumption on the premises or are provided for consumption away from the premises;

(c) where aerated or mineral waters are supplied in glasses or other containers for consumption on the premises; and

(d) wherein or wherefrom the activities referred to herein are carried on in respect of or in connection with any theatre, bioscope, biotearoom, drive-in cinema or other entertainment or any function;

and further includes the supply of liquor in any such establishments or on any such premises in terms of a liquor licence held or deemed to be held by such employers or issued under the Liquor Act, 1989, but does not include hotelkeepers, boarding-housekeepers or lodging-housekeepers, and further includes all operations incidental to or consequent on any of the aforesaid activities.

Enige geregistreerde vakvereniging wat teen die aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p/a die Departement van Mannekrag, Mannekraggebou 123A, Schoemanstraat 215, Pretoria (posadres: Privaatsak X117, Pretoria, 0001).

TABEL

Naam van vakvereniging: Independent Liquor, Catering and Allied Workers Union.

Datum waarop aansoek ingedien is: 6 Mei 1991.

Belange en gebied ten opsigte waarvan aansoek gedoen word: Alle persone in diens in ondervermelde bedrywe in die landdrosdistrikte Brits, Bronkhorstspruit, Cullinan, Kempton Park, Pretoria, Randburg, Rustenburg, Warmbad, Wonderboom en Witbank:

(i) Teekamer-, Restourant- en Verversingsbedryf;

(ii) Hotel- en Drankbedryf; en

(iii) Kommersiële Distribusiebedryf.

Vir die doeleindes hiervan word bovermelde bedrywe soos volg omskryf:

(i) **"Teekamer-, Restourant- en Verversingsbedryf"** beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is uitsluitlik of hoofsaaklik met die doel om etes of verversings (hetsy vloeibaar of ander) of sowel sodanige etes as sodanige verversings te berei, te bedien of te verskaf in of vanuit enige bedryfsinrigting of gedeelte daarvan, hetsy permanent, tydelik, binnenshuis of in die ope lug, en dit omvat sodanige werksaamhede wanneer verrig in of vanuit een of meer klasse persele of gedeeltes daarvan—

(a) wat gebruik word as openbare restourante, vis-en-skyfie-winkels, kafees, teekamers, padkafees en verkooppunte vir wegneemkos, behalwe waar die voorbereiding en/of verskaffing van eetklaar voedsel en/of verversings plaasvind op of vanuit die perseel van 'n akkommodasiebedryfsinrigting;

(b) waar etes of nie-alkoholiese dranke bedien word vir verbruik op die perseel of verskaf word vir verbruik weg van die perseel;

(c) waar spuit- of mineraalwater in glase of ander houers verskaf word vir verbruik op die perseel; en

(d) waarin of waarvandaan die werksaamhede hierin bedoel, verrig word ten opsigte van of in verband met enige teater, bioskoop, kafeebioskoop, inryteater of ander vermaaklikheid of enige onthaal;

en dit omvat voorts die verskaffing van drank in enige sodanige bedryfsinrigtings of op enige sodanige persele kragtens 'n dranklisensie gehou of geag gehou te word deur sodanige werkgewers of uitgereik kragtens die Drankwet, 1989, maar dit omvat nie hotelhouers, losieshuishouers of huurkamerhuishouers nie, en dit omvat voorts alle bedrywighede wat met enige van voormelde werksaamhede gepaard gaan of daaruit voortspruit.

(ii) **"Hotel and Liquor Trade"** means the trade in which employers and their employees are associated for the purpose of providing accommodation and one or more meals per day for reward on premises where the sale of liquor is carried on and in connection with which one or more than one liquor licence is held or deemed to be held by such employers or has been issued in terms of the Liquor Act, 1989: Provided that, for the purposes of this definition, the expression "accommodation" shall mean bedroom accommodation and the services ordinarily associated therewith.

(iii) **"Commercial Distributive Trade"** means the trade in which employers and their employees are associated for the purpose of conducting the business of a shop and includes all operations incidental thereto. In this context "shop" means—

(a) Any premises to which persons are invited for the purpose of purchasing either by retail or wholesale the goods displayed therein or goods of the type displayed therein; and

(b) any premises or part thereof in which such goods are stored, packed or unpacked, or from which such goods are delivered or despatched to purchasers or from which wholesale or retail orders are executed.

Interests and area for which registration is held: The liquor and Catering Trade and the Tearoom, Restaurant and Catering Trade in certain of the areas applied for.

Postal address of applicant: P.O. Box 5274, Pretoria, 0001.

Office address of applicant: 34 Brown Street, Suite 24, Pretoria.

Attention is drawn to the following requirements of sections 4 and 7 of the Act:

(a) The representativeness of any trade union which objects to the application shall in terms of section 4 (4) as applied by section 7 (5) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who where in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.

(b) The procedure laid down in section 4 (2) must be followed in connection with any objection lodged.

D. W. JAMES,
Industrial Registrar.
(14 June 1991)

(ii) **"Hotel- en Drankbedryf"** beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om huisvesting en een of meer etes per dag teen vergoeding te verskaf op persele waar die verkoop van drank bedryf word en in verband waarmee een of meer as een dranklisensie gehou word of geag word gehou te word deur sodanige werkgewers of uitgereik is kragtens die Drankwet, 1989: Met dien verstande dat vir die doeleindes van hierdie omskrywing die uitdrukking "huisvesting" slaapkamerakkommodasie en die dienste wat gewoonlik daarmee geassosieer word, beteken.

(iii) **"Kommersiële Distribusiebedryf"** beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om 'n winkel te dryf, en dit omvat alle bedrywighede wat daarmee gepaard gaan. In hierdie verband beteken "winkel"—

(a) enige perseel waarheen persone uitgenooi word met die doel om, hetsy by die klein maat of by die groot maat, die goedere daarin uitgestal of goedere van die soort daarin uitgestal, te koop; en

(b) enige perseel of gedeelte daarvan waarin sodanige goedere geberg, verpak of uitgepak word, of waarvandaan sodanige goedere aan kopers afgelewer of versend word aan of waarvandaan groothandels- of kleinhandelsbestellings uitgevoer word.

Belane en gebied waarvoor registrasie gehou word: Die Drank- en Verversingsbedryf en die Teekamer-Restourant en Verversingsbedryf in sekere van die gebiede waarvoor aansoek gedoen is.

Posadres van applikant: Posbus 5274, Pretoria, 0001.

Kantooradres van applikant: Brownstraat 34, Suite 24, Pretoria.

Die aandag word gevestig op onderstaande vereistes van artikels 4 en 7 van die Wet:

(a) Die mate waarin 'n beswaarmakende vakvereniging verteenwoordigend is, word ingevolge artikel 4 (4), soos toegepas by artikel 7 (5), bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf by artikel 4 (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

D. W. JAMES,
Nywerheidsregistrateur.
(14 Junie 1991)

NOTICE 512 OF 1991

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

APPLICATION FOR REGISTRATION OF AN EMPLOYERS' ORGANISATION

I, David William James, Industrial Registrar, do hereby, in terms of section 4 (2) of the Labour Relations Act, 1956, give notice that an application for registration as an employers' organisation has has been received from the Association of Personnel Service Organisations of South Africa. Particulars of the application are reflected in the subjoined table.

KENNISGEWING 512 VAN 1991

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

AANSOEK OM REGISTRASIE VAN 'N WERKGEWERSORGANISASIE

Ek, David William James, Nywerheidsregistrateur, maak ingevolge artikel 4 (2) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om registrasie as 'n werkgewersorganisasie ontvang is van die Vereniging van Personeel-diensorganisasie van Suid-Afrika. Besonderhede van die aansoek word in onderstaande tabel verstrek.

Hotel staff demand apology for race slur

289

Own Correspondent Star 26/6/91

THOHOYANDOU — The Allied Workers Union at Thohoyandou said on Monday that Venda Sun should not only "force" a white woman, who last week allegedly insulted black employees, to withdraw her statement, but should also let her carry out her threat of resigning with immediate effect.

It is alleged that head housekeeper Jeanetta Erasmus told black employees last week that no "kaffir" could control her after she was told that her assistant would only be free after a workers' meeting was over.

A hotel shop steward said that it seemed Mrs Erasmus would not repent. "Weekly reports of her harrassing other employees are never taken into account by the hotel management."

Mrs Erasmus said she would rather resign than be forced to withdraw whatever statement she might have made. She said: "These people misunderstood me. Anyway I can't help it if they don't take to a joke".

Resident Manager Virgilio Nunes said he was aware of the alleged insult and believed it was up to Mrs Erasmus and the person involved to solve the problem.

Hotel's strikers 'rejected inquiry'

Star 2/7/91

By Shareen Singh

Sun International management said yesterday that striking workers at Venda Sun had rejected an inquiry into an alleged racial incident that began their strike.

Workers stopped work last Thursday, demanding the dismissal of the head housekeeper who allegedly referred to blacks as "kaffirs".

Sun International human resources director R Rimmer said Venda Sun management had started an inquiry into the allegation but the workers stopped work in the midst of the inquiry.

It would be unreasonable for workers to expect management to dismiss an employee who had not yet been found guilty, Mr Rimmer said.

Procedures

According to an agreement with the Allied Workers' Union, procedures have to be followed before a worker accused of misconduct can be dismissed or suspended, he said.

The management has informed the workers that their strike is illegal and contrary to the recognition agreement with their union.

The company has hired temporary workers and services at the hotel has not been affected, Mr Rimmer said.

The Allied Workers' Union could not be contacted at the time of going to press.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
17.01			Deur pos No. 17.01 deur die volgende te vervang:			
"17.01			**Rietsuiker of beetsuiker en chemies suiwer sukrose, in soliede vorm.**			
	1701.1		Rou suiker wat nie bygevoegde geursel of kleursel bevat nie:			
	1701.11	6	Rietsuiker	kg	20% of 115c/kg min 80%	
	1701.12	2	Beetsuiker	kg	20% of 115c/kg min 80%	
	1701.9		Ander:			
	1701 91	2	Wat bygevoegde geursel of kleursel bevat	kg	20% of 115c/kg min 80%	
	1701.99	3	Ander	kg	20%of 115c/kg min 80%"	

Opmerking.—Die skaal van reg op rietsuiker of beetsuiker en chemies suiwer sukrose, in soliede vorm, word van 20% of 100c/kg min 80% na 20% of 115c/kg min 80% gewysig.

DEPARTMENT OF MANPOWER

No. R. 1692 **26 July 1991**

LABOUR RELATIONS ACT, 1956

CORRECTION NOTICE

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY: RE-ENACTMENT OF THE LIFT ENGINEERING AGREEMENT

The following corrections to Government Notice No. R. 94 appearing in *Government Gazette* No. 12977 of 15 January 1991, are hereby published for general information:

In the English text of the Schedule:

1. PART 1, CLAUSE (6): WAGES

In subclause (a) substitute the expression "R13,49 per hour" for the expression "R13,40 per hour".

No. R. 1693 **26 July 1991**

289

WAGE ACT, 1957

AMENDMENT OF WAGE DETERMINATION 457: HOTEL TRADE, CERTAIN AREAS

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 15 (6) of the Wage Act, 1957, amend Wage Determination 457: Hotel Trade, Certain Areas, published under Government Notice No. R. 329 of 3 March 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.

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

DEPARTEMENT VAN MANNEKRAG

No. R. 1692 **26 Julie 1991**

WET OP ARBEIDSVERHOUDINGE, 1956

VERBETERINGSKENNISGEWING

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID: HERBEKRAGTIGING VAN DIE HYSBAK-INGENIEURSOOREENKOMS

Onderstaande verbeterings aan Goewermentskennisgewing No. R. 94 wat in *Staatskoerant* No. 12977 van 15 Januarie 1991 verskyn, word hierby vir algemene inligting gepubliseer:

In die Engelse teks van die Bylae:

1. DEEL 1, KLOUSULE (6): LONE

In subklousule (a) vervang van die syfer "R13,40 per hour" met die uitdrukking "R13,49 per hour".

No. R. 1693 **26 Julie 1991**

LOONWET, 1957

WYSIGING VAN LOONVASSTELLING 457: HOTELBEDRYF, SEKERE GEBIEDE

Ek, Eli van der Merwe Louw, Minister van Mannekrag, wysig hierby kragtens artikel 15 (6) van die Loonwet, 1957, Loonvasstelling 457: Hotelbedryf, Sekere Gebiede, gepubliseer by Goewermentskennisgewing No. R. 329 van 3 Maart 1989, ooreenkomstig die Bylae hiervan en bepaal die derde Maandag na die datum van publikasie van hierdie kennisgewing as die datum waarop genoemde wysiging bindend word.

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

SCHEDULE

1. In clause 3, substitute the following for subclause (1) (b):

"(b) An employer shall, subject to the proviso to paragraph (a), pay to each member of the undermentioned classes of his employees, other than casual employees and part-time employees, the minimum wages specified hereunder:

BYLAE

1. In klousule 3, vervang subklousule (1) (b) deur die volgende:

"(b) Behoudens die voorbehoudsbepaling van paragraaf (a), moet 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers, uitgesonderd los werknemers en deeltydse werknemers, die minimum loon hieronder gespesifiseer, betaal:

	The Magisterial District of Kuils River and the municipal areas of Paarl, Port Elizabeth, Sasolburg and Umhlanga (excluding that portion which falls within a radius of 17,7 km from the Durban General Post Office)			The Magisterial Districts of Paarl (excluding the municipal area of Paarl) and Stellenbosch and the municipal areas of Bloemfontein, Carletonville, Despatch, Kimberley, Klerksdorp, Odendaalsrus, Orkney, Potchefstroom, Stilfontein, Uitenhage, Virginia, Welkom, Wellington and Witbank			The municipal area of Kroonstad			The Magisterial Districts of Brits, George, Gordonia, Hermanus, Highveld Ridge, Knysna and Klip River, the areas within a radius of 20 km from the Middelburg (Tvl), Mossel Bay, Nelspruit and Pietersburg General Post Offices, and 30 km from the Rustenburg General Post Office, respectively, and the municipal areas of Bethlehem, Ermelo, Estcourt, Heidelberg (Tvl), Lichtenburg, Malmesbury, Newcastle, Oudtshoorn and Worcester			The Magisterial District of White River, the areas within a radius of 20 km and 30 km from the Grahamstown and Harrismith General Post Offices, respectively, the municipal areas of Beaufort West, Bethal Bronkhorstspruit, Ceres, Cradock, De Aar, Delmas, Dundee, Empangeni, Fochville, Graaff-Reinet, Hennenman, King William's Town, Parys, Phalaborwa, Potgietersrus, Queenstown, Richards Bay, Standerton, Stanger, Tzaneen, Verulam, Vryburg, Vryheid, Vredenburg, Saldanha and Warmbaths and that portion of the Magisterial District of Inanda which falls outside a radius of 17,7 km from the Durban General Post Office, but excluding the municipal area of Umhlanga		
	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month
	(a)	(b)	(c)	(a)	(b)	(c)	(a)	(b)	(c)	(a)	(b)	(c)	(a)	(b)	(c)
Assistant manager	863	915	970	806	854	905	711	754	799	657	696	738	580	615	652
Barman/Bartender—															
during the first year of experience	483	512	543	451	478	507	398	422	447	367	389	412	325	345	366
during the second year of experience	613	650	689	573	607	643	506	536	568	467	495	525	413	438	464
thereafter	744	789	836	695	737	781	614	651	690	567	601	637	501	531	563
Bedroom attendant	401	425	451	375	398	422	330	350	371	305	323	342	269	285	302
Clerk—															
during the first year of experience	471	499	529	440	466	494	388	411	436	359	381	404	317	336	356
during the second year of experience	554	587	622	517	548	581	456	483	512	421	446	473	373	395	419
during the third year of experience	629	667	707	588	623	660	519	550	583	479	508	538	423	448	475
thereafter	704	746	791	658	697	739	581	616	653	536	568	602	474	502	532
Cook—															
during the first year of experience	416	441	467	389	412	437	343	364	386	317	336	356	279	296	314
during the second year of experience	498	528	560	465	493	523	510	435	461	378	401	425	334	354	375
thereafter	555	588	623	518	549	582	457	484	513	422	447	474	373	395	419
Driver	447	474	502	416	441	467	369	391	414	339	359	380	300	318	337

	The Magisterial District of Kuils River and the municipal areas of Paarl, Port Elizabeth, Sasolburg and Umhlanga (excluding that portion which falls within a radius of 17,7 km from the Durban General Post Office)			The Magisterial Districts of Paarl (excluding the municipal area of Paarl) and Stellenbosch and the municipal areas of Bloemfontein, Carletonville, Despatch, Kimberley, Klerksdorp, Odendaalsrus, Orkney, Potchefstroom, Stilfontein, Uitenhage, Virginia, Welkom, Wellington and Witbank			The municipal area of Kroonstad			The Magisterial Districts of Brits, George, Gordonia, Hermanus, Highveld Ridge, Knysna and Klip River, the areas within a radius of 20 km from the Middelburg (Tvl), Mossel Bay, Nelspruit and Pietersburg General Post Offices, and 30 km from the Rustenburg General Post Office, respectively, and the municipal areas of Bethlehem, Ermelo, Estcourt, Heidelberg (Tvl), Lichtenburg, Malmesbury, Newcastle, Oudtshoorn and Worcester			The Magisterial District of White River, the areas within a radius of 20 km and 30 km from the Grahamstown and Harrismith General Post Offices, respectively, the municipal areas of Beaufort West, Bethal Bronkhorstspruit, Ceres, Cradock, De Aar, Delmas, Dundee, Empangeni, Fochville, Graaff-Reinet, Hennenman, King William's Town, Parys, Phalaborwa, Potgietersrus, Queenstown, Richards Bay, Standerton, Stanger, Tzaneen, Verulam, Vryburg, Vryheid, Vredenburg, Saldanha and Warmbaths and that portion of the Magisterial District of Inanda which falls outside a radius of 17,7 km from the Durban General Post Office, but excluding the municipal area of Umhlanga		
	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month
	(a)	(b)	(c)	(a)	(b)	(c)	(a)	(b)	(c)	(a)	(b)	(c)	(a)	(b)	(c)
*General assistant	*370	*392	*416	*346	*367	*389	*305	*323	*342	*282	*299	*317	*249	*264	*280
Handyman	515	546	579	481	510	541	424	449	476	392	416	441	346	367	389
Head barman	804	852	903	751	796	844	662	702	744	612	649	688	542	575	610
Head cook	593	629	667	553	586	621	488	517	548	451	478	507	399	423	448
Head waiter	515	546	579	481	510	541	424	449	476	392	416	441	346	367	389
Housekeeper—															
during the first year of experience	486	513	544	452	479	508	399	423	448	369	391	414	325	345	366
thereafter	555	588	623	518	549	582	457	484	513	422	447	474	373	395	419
Night porter	515	546	579	481	510	541	424	449	476	392	416	441	346	367	389
Page	As for a general assistant														
Porter—															
during the first year of experience	416	441	467	389	412	437	343	364	386	317	336	356	279	296	314
during the second year of experience	455	482	511	425	451	478	375	398	422	347	368	390	305	323	342
thereafter	496	526	558	463	491	520	408	432	458	377	400	424	333	353	374
Security guard	471	499	529	440	466	494	388	411	436	359	381	404	317	336	356

289

	The Magisterial District of Kuils River and the municipal areas of Paarl, Port Elizabeth, Sasolburg and Umhlanga (excluding that portion which falls within a radius of 17,7 km from the Durban General Post Office)			The Magisterial Districts of Paarl (excluding the municipal area of Paarl) and Stellenbosch and the municipal areas of Bloemfontein, Carletonville, Despatch, Kimberley, Klerksdorp, Odendaalsrus, Orkney, Potchefstroom, Stilfontein, Uitenhage, Virginia, Welkom, Wellington and Witbank			The municipal area of Kroonstad			The Magisterial Districts of Brits, George, Gordonia, Hermanus, Highveld Ridge, Knysna and Klip River, the areas within a radius of 20 km from the Middelburg (Tvl), Mossel Bay, Nelspruit and Pietersburg General Post Offices, and 30 km from the Rustenburg General Post Office, respectively, and the municipal areas of Bethlehem, Ermelo, Estcourt, Heidelberg (Tvl), Lichtenburg, Malmesbury, Newcastle, Oudtshoorn and Worcester			The Magisterial District of White River, the areas within a radius of 20 km and 30 km from the Grahamstown and Harrismith General Post Offices, respectively, the municipal areas of Beaufort West, Bethal Bronkhorstspruit, Ceres, Cradock, De Aar, Delmas, Dundee, Empangeni, Fochville, Graaff-Reinet, Hennenman, King William's Town, Parys, Phalaborwa, Potgietersrus, Queenstown, Richards Bay, Standerton, Stanger, Tzaneen, Verulam, Vryburg, Vryheid, Vredenburg, Saldanha and Warmbaths and that portion of the Magisterial District of Inanda which falls outside a radius of 17,7 km from the Durban General Post Office, but excluding the municipal area of Umhlanga		
	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month
	(a)	(b)	(c)	(a)	(b)	(c)	(a)	(b)	(c)	(a)	(b)	(c)	(a)	(b)	(c)
Waiter	As for a porter														
Watchman.....	416	441	467	389	412	437	343	364	386	317	336	356	279	296	314
Wine steward	As for a porter														
Employee not specifically mentioned elsewhere in this subclause.....	416	441	467	389	412	437	343	364	386	317	336	356	279	296	314

* Provided that this wage may be reduced by not more than 10 per cent during the first six months of employment, in the aggregate, with the same employer.

Notes:

(a) During the first six months after this amendment becomes effective

(b) During the second six months after this amendment becomes effective

(c) Thereafter".

2. In clause 3, substitute the following for subclause (1) (c):

"(c) *Casual employees:* Subject to the proviso to paragraph (a), an employer shall pay a casual employee in respect of each hour or part of an hour (excluding overtime) worked by him on any day other than a paid holiday or a Sunday not less than the hourly wage prescribed in paragraph (b), read with clause 2 (18), for an ordinary employee who in the same area performs the same class of work as the casual employee is required to do, plus 15 per cent, or not less than the hourly wage or hourly equivalent of the wage actually being paid to the ordinary employee, whichever is the greater amount: Provided that:

(i) for the purposes of this paragraph the expression 'the ordinary employee' means the employee who performs the particular class of work in the employer's full-time employ and who is being paid the lowest wage for that class of work;

(ii) where the employer requires the casual employee—

(aa) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression 'hourly wage' shall mean the hourly wage prescribed for a qualified employee of that class;

(ab) to work for a period of less than four hours on any day, he shall be deemed to have worked for four hours.".

3. In clause 5, substitute the following for subclause (6) (c):

"(c) This clause shall not apply to an assistant manager or any other class of employee who is in receipt of a regular annual wage of not less than the remuneration stipulated for the area in which he is employed in a current exemption published in terms of section 34 (1) of the Basic Conditions of Employment Act, 1983 (Act No. 3 of 1983).".

2. In klousule 3, vervang subklousule (1) (c) deur die volgende:

"(c) *Los werknemers:* Behoudens die voorbehoudsbepaling van paragraaf (a), moet 'n werkgewer 'n los werknemer ten opsigte van elke uur of gedeelte van 'n uur (uitgesonderd oortyd) wat hy op enige dag behalwe 'n betaalde vakansiedag of 'n Sondag werk, minstens die uurloon betaal wat by paragraaf (b), gelees met klousule 2 (33), voorgeskryf word vir 'n gewone werknemer wat in dieselfde gebied dieselfde klas werk verrig as dié wat van die los werknemer vereis word, plus 15 persent, of minstens die uurloon of die uurlikse ekwivalent van die loon betaal wat werklik aan die gewone werknemer betaal word, watter bedrag ook al die grootste is: Met dien verstande dat:

(i) by die toepassing van hierdie paragraaf die uitdrukking 'die gewone werknemer' die werknemer beteken wat die betrokke klas werk in die werkgewer se voltydse diens verrig en aan wie die laagste loon vir daardie klas werk betaal word;

(ii) waar die werkgewer van die los werknemer vereis—

(aa) om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking 'uurloon' die uurloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;

(ab) om vir 'n tydperk van minder as vier uur op enige dag te werk, hy geag word vir uur lank te gewerk het.".

3. In klousule 5, vervang subklousule (6) (c) deur die volgende:

"(c) Hierdie klousule is nie van toepassing nie op 'n assistentbestuurder of enige ander klas werknemer wat 'n gereelde jaarlikse loon ontvang van minstens die beloning wat vir die gebied waarin hy werksaam is, bepaal is in 'n bestaande vrystelling gepubliseer kragtens artikel 34 (1) van die Wet op Basiese Diensvoorwaardes, 1983 (Wet No. 3 van 1983).".

No. R. 1746 **26 July 1991**

MANPOWER TRAINING ACT, 1981

METAL AND ENGINEERING INDUSTRIES ARTISAN TRAINING BOARD: DESIGNATION OF TRADES AND PRESCRIPTION OF CONDITIONS OF APPRENTICESHIP

I, Eli van der Merwe Louw, Minister of Manpower, acting in terms of section 13 of the Manpower Training Act, 1981 hereby—

(a) withdraw with effect from the second Monday after the date of publication of this notice Government Notices Nos. R. 1043 of 25 May 1984 and R. 895 of 16 May 1986: Provided that—

(i) clauses 2, 4 and 6 of Government Notices No. R. 1043 of 25 May 1984 remain applicable in respect of an apprentice whose contract of apprenticeship was entered into prior to the date of the coming into operation of this notice; and

(ii) the practical training courses in respect of the trades of Architectural Metalworker, Boatbuilder, Bricklayer (Refractory) Carpenter, Coppersmith, Die Sinker and Engraver, Electrician (Construction), Electrician (Engineering), Electroplater, Inboard/Outboard Engine Mechanic, Millwright, Plumber, Roll Tool and Template Maker, Telecommunication Electrician, Vehicle Body Builder (Composite) and Vehicle Body Builder (Metal) set out in Government Notices Nos. R. 1043 of 25 May 1984 and R. 895 of 16 May 1986, shall remain applicable in respect of apprentices in the said trades whose contracts of apprenticeship were entered into prior to the date of the coming into operation of this notice;

No. R. 1746 **26 Julie 1991**

WET OP MANNEKRAGOPLEIDING, 1981

OPLEIDINGSRAAD VIR AMBAGSLUI IN DIE METAAL- EN INGENIEURSNYWERHEDE: AANWYSING VAN AMBAGTE EN VOORSKRYWING VAN LEERVOORWAARDES

Ek, Eli van der Merwe Louw, Minister van Mannekrag, handelende kragtens artikel 13 van die Wet op Mannekragopleiding, 1981—

(a) trek hierby Goerwermentskennisgewings Nos. R. 1043 van 25 Mei 1984 en R. 895 van 16 Mei 1986 terug met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing: Met dien verstande dat—

(i) klousules 2, 4 en 6 van Goewermentskennisgewing No. R. 1043 van 25 Mei 1984 van toepassing bly op 'n vakleerling wat sy kontrak van vakleerlingskap aangegaan het voor die datum van inwerkingtreding van hierdie kennisgewing; en

(ii) die praktiese opleidingskursusse ten opsigte van die ambagte Argitektoniese Metaalwerker, Binneboord-/Buiteboordenjinwerktuigkundige, Bootbouer, Elektrisiën (Ingenieurswerk), Elektrisiën (Konstruksie), Elektroplateerder, Kopersmid, Loodgieter, Meulmaker, Messelaar (Vuurvaste stene), Stempelsnyer en Graveerder, Timmerman, Telekommunikasie-elektrisiën, Voertuigbakbouer (Metaal), Voertuigbakbouer (Saamgesteld) en Walsgereedskap- en Patroonmaker, soos uiteengesit in Goewermentkennisgewings Nos. R. 1043 van 25 Mei 1984 en R. 895 van 16 Mei 1986, van toepassing bly op vakleerlinge in die genoemde ambagte wat hul opleidingskontrakte aangegaan het voor die datum van inwerkingtreding van hierdie kennisgewing;

Wage hikes, levies hit Transun

MARCIA KLEIN

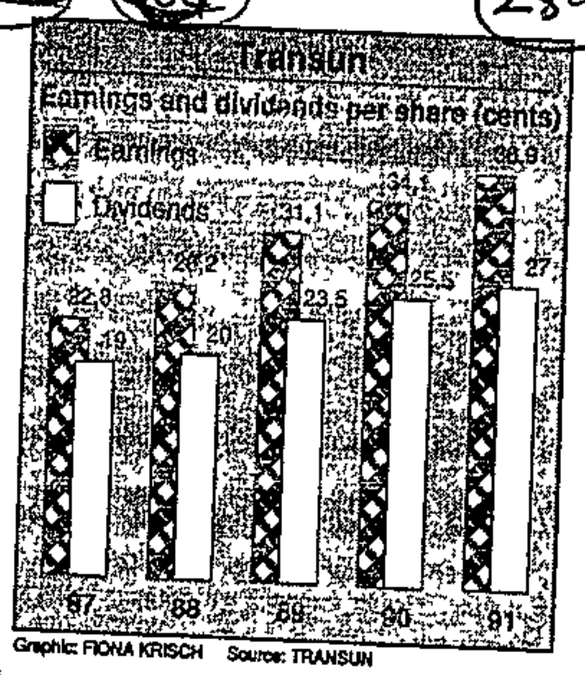
THE effect of higher gaming levies and significantly increased wage rates on Transkei Sun International's (Transun's) earnings at the December interim stage continued to be felt in its results for the full year.

The hotel and casino group, in the Kersaf stable, has turned in an 8% increase in earnings to 36,9c (34,1c) a share for the year to end-June.

Chairman Ken Rosevear said yesterday that an average room occupancy of 73% for the year was down by 6% from the previous year, but still well above the average rate of 57% for three, four and five star hotels in SA.

Turnover grew by 18% to R192,6m (R163,1m), which Rosevear said was satisfactory.

However, the higher rate of casino levies (now 7,5% of gaming revenues) and increased wage rates saw operating profit rise by only 6% to R67,9m (R64,0m) and operating margins fall by 4%.



Graphic: FIONA KRISCH Source: TRANSUN

A 38% higher interest income of R7,4m (R5,3m) resulted in a 9% rise in pre-tax profit to R75,2m (R69,2m). After a 10% increase in taxation to R21,7m (R19,7m), attributable earnings were R53,5m, 8% above last year's R49,4m.

A final dividend of 13,25c (12,5c) a share was declared, bringing the full year dividend up 6% to 27c (25,5c) a share.

Transun has changed its dividend policy to a 1,4 times cover compared with the previous 1,3 times "as a measure of prudency in the difficult economic climate and in the light of the Wild Coast Sun's expansion programme".

The R75m expansion and refurbishment programme — to be completed over two years — would be financed from Transun's existing cash resources and facilities.

Rosevear said the resort has been expanded four times since opening in December 1981, but it still had difficulty coping with the crowds. He hoped it would attract many more than the current 1-million visitors a year when the expansions had been completed.

Growth over financial 1992 is expected to be "only moderate" in light of poor economic conditions, high interest rates, upward pressures on costs and short term disruptions from construction activities.

Saccawu call over killing

289

Sowetan 12/8/91

THE South African Commercial Catering and Allied Workers Union yesterday claimed that Pleasure Foods should pay R15 000 towards a special investigation into the death of Stella Mabale near Phokeng on the night of July 6.

Saccawu spokesman Mr Allan Horwitz said the demand directed at Pleasure Foods - the holding company for several fast food outlets - emanates from the mysterious death of Miss Stella Mabale of Phokeng, Bophuthatswana, at the hands of unknown attackers on July 6. He said the union has also demanded the reinstatement of 12 employees dismissed for attending Mabale's funeral service the following weekend.

A spokesman for Pleasure Foods in Johannesburg could not be reached for comment at the time of going to press.

Mabale (27), a waitress at Milky Lane fast foods in Rustenburg, was found dead in the early hours of last Sunday morning by Bophuthatswana police. The spokesman said: "She had apparently been raped and bludgeoned on the skull with a blunt object by her assailants."

By SELLO MOTLHABAKWE

He said she had earlier been dropped at robots on the outskirts of town by her employer, Mr Roberto Vernandos, instead of at her home as usual. "Her corpse was positively identified by one of her colleagues, who later was dismissed along with 11 others for having attended her funeral the following weekend."

Bophuthatswana police spokesman Warrant officer I Moabi confirmed the incident but could not confirm whether Mabale had been raped. No one has been arrested and investigations are continuing, he said.

BYLAE

Pos	Subpos	T. S	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
97 01			Deur subpos No 9701 90 deur die volgende te vervang			
	"9701 90	1	Ander	getal	20%"	

Opmerking —Die uitwerking van hierdie wysiging is dat die skaal van reg op collages en dergelike sierplate van kurk van 15% na 20% verhoog word

DEPARTMENT OF MANPOWER

No. R. 2038 **23 August 1991**

WAGE ACT, 1957

AMENDMENT OF WAGE DETERMINATION 453: THE TRADE OF LETTING FLATS OR ROOMS, CERTAIN AREAS

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 15 (6) of the Wage Act, 1957, amend Wage Determination 453, The Trade of Letting Flats or Rooms, Certain Areas, published under Government Notice No. R. 1402 of 15 July 1988, in accordance with the Schedule hereto and fix the third Monday after the date of publication of this notice as the date from which the said amendment shall be binding.

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

SCHEDULE

1 In clause 3, substitute the following for subclause (1) (a):

DEPARTEMENT VAN MANNEKRAG

No. R. 2038 **23 Augustus 1991**

LOONWET, 1957

WYSIGING VAN LOONVASSTELLING 453: DIE BEDRYF VIR DIE VERHUUR VAN WOONSTELLE OF WOONKAMERS, SEKERE GEBIEDE

Ek, Eli van der Merwe Louw, Minister van Mannekrag, wysig hierby kragtens artikel 15 (6) van die Loonwet, 1957, Loonvasstelling 453, Die Bedryf vir die Verhuur van Woonstelle of Woonkamers, Sekere Gebiede, gepubliseer by Goewermentskennisgewing No. R. 1402 van 15 Julie 1988, ooreenkomstig die Bylae hiervan en bepaal die derde Maandag na die datum van publikasie van hierdie kennisgewing as die datum waarop genoemde wysiging bindend word.

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

BYLAE

1. In klousule 3, vervang subklousule (1) (a) deur die volgende

"(a) Employees, other than part-time employees and casual employees.

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Paarl, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Simon's Town, Springs, The Cape, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg and the municipal areas of Despatch, Port Elizabeth, Sasolburg, Uitenhage and Umhlanga			In the Magisterial Districts of Highveld Ridge and Klerksdorp and the municipal areas of Beacon Bay, Bloemfontein, East London, Kimberley, Odendaalsrus, Pietermaritzburg, Potchefstroom, Virginia, Welkom and Witbank			In the municipal areas of Bethlehem, Kroonstad, Ladysmith, Middelburg (Tvl), Newcastle, Pietersburg and Rustenburg		
	During the first six months after this amendment becomes operative	During the second six months after this amendment becomes operative	Thereafter	During the first six months after this amendment becomes operative	During the second six months after this amendment becomes operative	Thereafter	During the first six months after this amendment becomes operative	During the second six months after this amendment becomes operative	Thereafter
	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month	R per month
Bedroom attendant	478	507	537	437	463	491	370	392	416
Clerk—									
during the first year of experience	547	580	615	500	530	562	423	448	475
during the second year of experience	627	665	705	574	608	644	487	516	547
during the third year of experience	707	749	794	648	687	728	548	581	616
thereafter	789	836	886	721	764	810	611	648	687
Caretaker	639	677	718	584	619	656	494	524	555
*General worker	*460	*488	*517	*420	*445	*472	*357	*378	*401
Handyman	582	617	654	532	564	598	450	477	506
Housekeeper	621	658	697	567	601	637	481	510	541
Security guard	556	589	624	508	538	570	430	456	483
Watchman	508	538	570	464	492	522	392	416	441
Employee not specifically mentioned elsewhere in this subclause	501	531	563	458	485	514	387	410	435

* Provided that this wage 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 ".

2. In clause 3, substitute the following for subclause (1) (c).

"(c) *Casual employees:* Subject to the proviso to subclause (1), an employer shall pay a casual employee in respect of each hour or part of an hour (excluding overtime) worked by him on any day other than a paid holiday or a Sunday not less than the hourly wage prescribed by paragraph (a) read with clause 2 (11), for an ordinary employee who in the same area performs the same class of work as the casual employee is required to do, plus 15 per cent, or not less than the hourly wage or hourly equivalent of the wage actually being paid to the ordinary employee, whichever is the greater amount: Provided that—

(i) for the purposes of this paragraph the expression 'the ordinary employee' means the employee who performs the class of work concerned in the employer's full-time employ and who is being paid the lowest wage for that class of work;

(ii) where the employer requires the casual employee—

(aa) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression 'hourly wage' shall mean the hourly wage prescribed for a qualified employee of that class;

(ab) to work for a period of less than four hours on any day, he shall be deemed to have worked for four hours "

No. R. 2045 **23 August 1991**

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY, EAST LONDON: 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. 1749 of 17 August 1984, R 1363 of 21 June 1985, R. 361 of 20 February 1987 and R. 452 of 11 March 1988, to be effective from the date of publication of this notice and for the period ending 30 September 1991.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 2046 **23 August 1991**

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE, SOUTHERN AND WESTERN TRANSVAAL: 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 periods fixed in Government Notices Nos. R. 2511 of 13 November 1987, R. 2013 of 30 September 1988, R. 2046 of 7 October 1988 and R. 1878 of 10 August 1990, by a further period ending 31 December 1993.

D. VAN DER WALT,

Director: Labour Relations.

2. In subklousule 3, vervang subklousule (1) (c) deur die volgende:

"(c) *Los werknemers.* Behoudens die voorbehoudsbepaling in subklousule (1), moet 'n werkgewer 'n los werknemer ten opsigte van elke uur of gedeelte van 'n uur (uitgesonderd oortyd) wat hy op enige dag behalwe 'n betaalde vakansiedag of 'n Sondag werk, minstens die uurloon voorgeskryf by paragraaf (å) saamgelees met klousule 2 (21) vir 'n gewone werknemer wat in dieselfde gebied dieselfde klas werk verrig as dié wat van die los werknemer vereis word plus 15 persent, of minstens die uurloon of die uurlikse ekwivalent van die loon wat werklik aan die gewone werknemer betaal word, watter bedrag ook al die grootste is, betaal Met dien verstande dat—

(i) by die toepassing van hierdie paragraaf die uitdrukking 'die gewone werknemer' die werknemer beteken wat die betrokke klas werk in die werkgewer se voltydse diens verrig en aan wie die laagste loon vir daardie klas werk betaal word;

(ii) waar die werkgewer van die los werknemer vereis—

(aa) om die werk te verrig van 'n klas werknemer vir wie 'n loon teen'n stygende skaal voorgeskryf word, die uitdrukking 'uurloon' die uurloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;

(ab) om vir 'n tydperk van minder as vier uur op 'n dag te werk, hy geag word vir vier uur te gewerk het.".

No. R. 2045 **23 Augustus 1991**

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIESE NYWERHEID, OOS-LONDEN: HERNUWING VAN OOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings Nos. R. 1749 van 17 Augustus 1984, R 1363 van 21 Junie 1985, R. 361 van 20 Februarie 1987 en R. 452 van 11 Maart 1988, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1991 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 2046 **23 Augustus 1991**

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, SUID- EN WES-TRANSVAAL: VERLENGING VAN HOOFOOREEN-KOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewings Nos. R. 2511 van 13 November 1987, R. 2013 van 30 September 1988, R. 2046 van 7 Oktober 1988 en R 1878 van 10 Augustus 1990, met 'n verdere tydperk wat op 31 Desember 1993 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

Staff protest hotel cutbacks

By IKE MOTSAPI

...an 800 members of the South ...rican Commercial, Catering and Allied ...orkers Union marched through the streets of Johannesburg yesterday to protest against impending retrenchments at the Braamfontein Hotel.

At least 56 black workers have been threatened with retrenchment at the hotel.

Saccawu organiser Mr Ernest Masia said management's action was unfair because it was taken when wage negotiations between the union and the company were continuing.

Yesterday's march started at 11am at the hotel and proceeded to Heerengracht Building in De Korte Street, which houses the headquarters of the hotel, Braamco CC.

Police and traffic officers followed the marchers, who sang and danced as they wound their way through the streets towards the building.

Traffic came to a standstill and groups of people stood at street corners to watch the march.

At Heerengracht Building the marchers milled at the entrance and demanded to see Mr TB Davies, the managing director.

Davies was not available. He was reported to be in Cape Town.

He was represented by another director, Mr MD Silverman, who was presented with a memorandum detailing the workers' grievances.



Part of the hotel workers who marched through the streets of Johannesburg yesterday.

Pic: PAT SEBOKO

Smooth Swiss skills for homeland hotel school

Malcolm Fothergill

CONSTRUCTION has begun on a R17-million hotel and tourism school that will offer an internationally recognised diploma from the Belvoirpark Hotel School in Zurich, regarded as one of the best in the world.

The school, taking shape on a site south of the Mmbatho Sun Hotel in Bophuthatswana, has been designed to the specifications of the lecturers in Zurich.

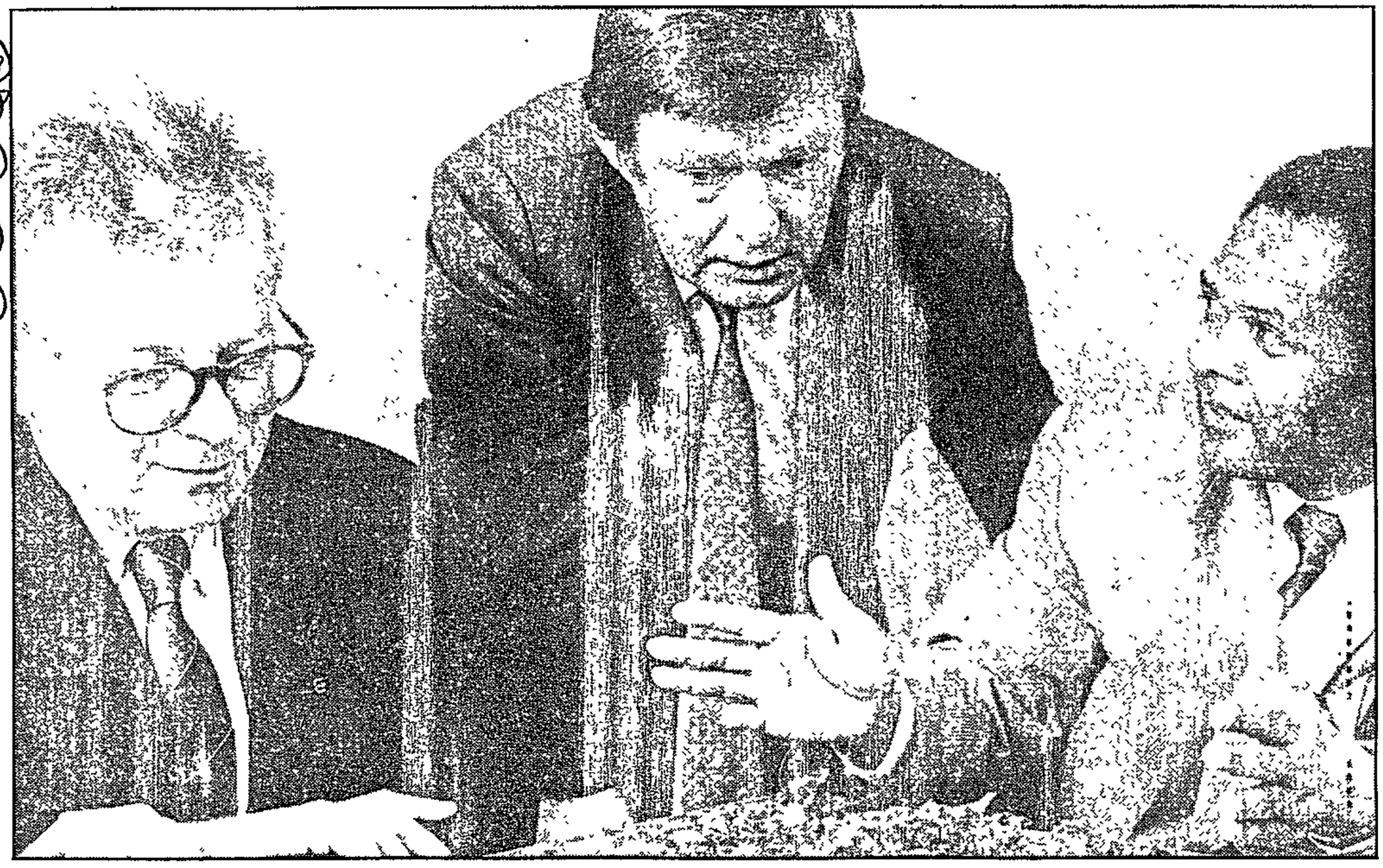
It will be open to students from throughout southern Africa The minimum requirement will be a matric certificate or outstanding service in the hospitality industry. Star 31/8/91

Gil Maleka, chief executive of the Bophuthatswana Tourism Council, says no hotel school now operating in southern Africa comes close to the standards of Belvoirpark. The first 48 students will start their three-year course next April.

Jurg P Vontobel, director of the Belvoirpark school, says the emphasis at Mmabatho will be on the practical side of managing hotels rather than on theory.

A small hotel attached to the school will offer 12 double bedrooms of five-star standard and will be run by students Tests will be run under supervision from Belvoirpark Five Belvoirpark graduates will do the teaching.

● For information, write to Mr Maleka at Box 4488, Mmabatho, 8681



LOOKING AHEAD: Belvoirpark director Jurg P Vontobel (left) discusses plans for the school with architect Dieter Maresch and the Bophuthatswana Tourism Council's Gil Maleka.

Union, hotel group set for confrontation

Sowetan 24/9/91

CONFRONTATION is looming between the South African Commercial Catering and Allied Workers Union and Southern Sun hotel group over the proposed retrenchment of 960 workers.

Saccawu spokesman Mr Power Malgas said on Sunday night the union had declared a dispute over the retrenchment of workers.

Malgas said the union viewed the retrenchment proposals by Southern Sun as extremely confrontational following human resources director Mr ND MacLauren's alleged statement that "the union had been raping the company for years and the company is now trying to rape the union".

"The statement is viewed by the union as extremely confrontational and a declaration of war with the union."

He said the company's reason for retrenchment was to supplement the permanent employment with sub-contracts and casual labour. Sub-contractors and casual labour costs the company an average of R323 a month in wages, while the current minimum wage at Southern Sun was R815 a month.

Malgas said the union had a mandate from workers not to accept retrenchments in furtherance of non-permanent employment.

He said the company had rejected a union proposal to avoid retrenchment and instead to offer workers early retirement option with a benefit of R2500 for people opting for voluntary retirement.

Southern Sun is currently employing current 500 sub-contractors, 961 casual, 153 fixed-term contract employees, but they rejected union proposals to review the employment of casual labour and sub-contractors and absorb people considered for retrenchment, Malgas said.

"The union notes with concern that the company is confining retrenchment to the bargaining unit which comprises largely union members — black and coloured — thus the union views the retrenchment as union bashing, political in nature and discriminatory."

Malgas said Southern Sun proposed to re-employ retrenched workers hardly a day after terminating services, but on completely different terms such as a 54-hour six-day week as opposed to the current agreement of 45 hours in a five-day week. - *South African Press Association.*

Wage row goes to council

(289) AHG 26/9/91

DENNIS CRUYWAGEN
Staff Reporter

THE dispute over wages and working conditions between 200 workers and the Mount Nelson Hotel has been referred to the Industrial Council for further discussion next month.

The general manager, Mr Nick Seewer, said hotels were having an economic crisis, yet the Mount Nelson had not retrenched staff.

He hoped a "realistic wage agreement will keep things that way".

The Mount Nelson had offered the workers, all members of the South African Commercial, Catering and Allied Workers Union, an across-the-board monthly increase of the greater of R111 or 11 percent.

This would have pushed the minimum wage of R720 for unskilled workers already employed to R831, and for new unskilled employees to R820.

The union asked for a mimimum across-the-board monthly salary of R1 000 and a full 13th cheque.

Management's offer was equal to the inflation rate and was made in recognition of rising living costs affecting all.

Shop stewards and management had to take responsibility for job security.

Mr Seewer added: "This means keeping the company financially viable so that we can continue to provide secure employment for our staff."

Hotel chain hit by strike

MORE than 200 members of the South African Commercial, Catering and Allied Workers Union are on strike at seven City Lodge hotels nationwide.

The strike was sparked by a deadlock in wage negotiations, officials of the hotel chain said.

Increase

Union members are demanding an increase of R160 a month and a minimum wage of R980. They have also demanded transport to and from work.

The company offered an increase of R115 a month or 13 per cent, whichever is the greater, with a minimum wage of R915. The company had also offered a transport allowance of R7 for all late-shift workers.

Striking employees had to be removed from Sandown City Lodge when they tried to occupy guest areas. - *Sapa*



PROVIDENT FUNDS

Never happy

Demands for an industry-wide national provident fund seem to be leading to a dispute between the major retailers and hotel groups, and the Commercial, Catering and Allied Workers' Union.

Union members at stores across the country began one-hour lunchtime protests this week to back demands for single provident funds in both the commercial and catering sectors. The union says that, despite tabling its national provident fund proposals last year, and following a number of meetings with the Employers' Contact Group, no conclusion has been reached.

The union now accuses the retail and hotel groups of delaying tactics, saying that while negotiations have been taking place, provident and pension funds are being set up at company level. The union has called for further meetings next week, warning that it may declare a dispute with any company that fails to attend.

Checkers MD Sergio Martinengo says he finds the demands surprising. They were listed in letters handed to managers during the lunch-hour protests. He adds that meetings on the provident fund issue are continuing — even on Tuesday when the protests began.

"We don't have any problems with company or group provident funds but do not see the value of a global fund for the industry as a whole. While some employees might benefit, many would not — it all depends on the different solvency levels of the companies concerned."

The union says it wants an industry-wide fund so that members can have control over their money.

Included in this week's protests were demands against lay-off programmes, being carried out by some retailers and hotels, and a general protest against the implementation of VAT.

● President F W de Klerk's meeting with the Co-ordinating Committee on VAT — aimed at breaking the deadlock over the committee's insistence that basic foods, medicines and services be zero-rated — was continuing as the *FM* went to press. The 21-member committee, which includes Cosatu and Nactu, had earlier threatened national resistance, including a general strike, if the new tax were unaltered. The ANC's Cyril Ramaphosa apparently upped the stakes by saying failure to reach consensus on the demands could jeopardise all-party talks. ■

Southern Sun dispute

■ A heated dispute has erupted between the Saccawu and the Southern Sun hotel chain over the proposed retrenchment of 960 workers.

Announcing it had declared a formal dispute, the union said it viewed the retrenchments as "union-bashing, political in nature and discriminatory". It said Southern Sun was confining retrenchments to the bargaining unit, which largely comprised black and coloured union members.

Saccawu said another motive for the job cuts was the company's wish to increase non-permanent employment. Most current employees were already sub-contracted or casual labour.

Reports by Weekly Mail staff, Sapa

W\Mail 27|9-3|10|91

High staff turnovers at SA hotels a 'national disgrace'

(289) Star 4/10/91

Horrendously high staff turnover levels were one of the main problems of South African hotels, Mr Ted Hirst, chairman of the Tourism Authority for Natal and KwaZulu (TANK),, told the seminar.

Hotel industry staff turnover figures of up to 100 percent a year were a national disgrace.

One could not blame the trade unions for increasing demands for higher wages. The demands for better wages and benefits had naturally prompted the industry to look at other ways in which they could divorce themselves from the hassle factor.

South Africans in the tourist industry had to realise there was no such thing as cheap labour; service counted above price.

Mr Hirst painted a rosy picture of the potential for the tourist industry.

However South Africa also clearly did not have the tourist infrastructure needed if tourism was to pick up as it should.

Worldwide, tourism provided 8,7 percent of world GDP and one person out of 15 was employed in this sector.

SA tourism was only about 0,02 percent of world tourism — a mere peppercorn.

South Africa was probably the world's best-known country, owing to all the publicity over the sanctions years. It should now capitalise on the natural curiosity people had about the country, he said.

There were countless opportunities for the small business entrepreneur in tourism. Moreover, tourism provided job opportunities at all skill levels.

NEWS IN BRIEF

Hotel workers picket

WORKERS retrenched by Southern Suns Hotels continued to picket in Cape Town yesterday against job cuts amid union accusations that the company's labour practices threatened the hotel industry's viability (289) (152)

The protest coincided with a strike ballot to gauge support for industrial action against sub-contracting by Southern Suns Hotels, Saccawu's Allan Horwitz said.

Meanwhile, the Industrial Court, sitting in Pretoria, dismissed an urgent application by Saccawu for the reinstatement of more than 600 retrenched Southern Suns workers.

Saccawu and Kentucky wage dispute

A WAGE dispute between the SA Commercial, Catering and Allied Workers Union (Saccawu) and Kentucky Hillcove in Pietersburg continued yesterday after mediation failed to resolve the issue, according to the union.

A Saccawu statement said further meetings would be held to bring the two parties together.

The union has demanded an across-the-board increase of R255 a month with a minimum monthly salary of R900.

The company has offered an across-the-board increase of R104 a month with a minimum salary of R800 a month.- *Sapa*.

Union acts at Kentucky

Bday 15/5/91

VERA VON LIERES

A DISPUTE has been declared over wages and demands for central pay talks for almost 2 000 workers at 180 Kentucky Fried Chicken outlets nationwide.

SA Commercial, Catering and Allied Workers' Union spokesman Allan Horwitz said yesterday demands for central pay talks included a R1 200 minimum wage and a R300 across-the-board increase.

A spokesman for Devco, the agent for Kentucky in SA, said yesterday the company had not yet received a formal application of dispute. He was therefore unable to comment.

Drivers' wages overtake inflation

Business Day 8/1/91

MATTHEW CURTIN

DRIVERS last year won wage increases well above the inflation rate, but large disparities still existed between different categories, a Labour Research Service (LRS) survey released yesterday said

Drivers of heavy articulated vehicles won a 29,8% increase, while drivers of extra-heavy vehicles were the only ones to receive a wage hike (13,8%) below the 14,5% inflation rate.

Forklift drivers fared well with increases which averaged above 20%, while drivers of light, heavy and extra-articulated vehicles won increases of between 16,7% and 19,2%.

LRS official Vivien Geard said yesterday extra-heavy vehicle drivers nevertheless remained the best paid, earning R242 a week on average. Light-vehicle drivers earned the lowest wages, R52 less at R190 a week on average.

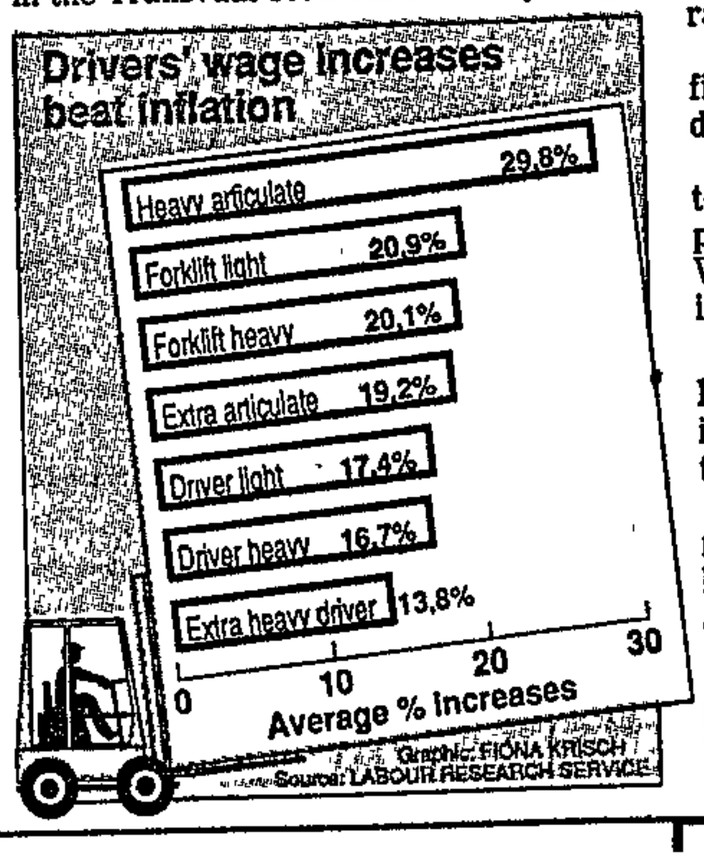
In industrial sector-by-sector analysis, worst paid heavy-duty drivers were those in the construction industry who earned R149 a week on average, R63 below the average heavy-duty wage of R212 a week.

She said heavy-duty drivers in the paper and packaging industry were the best paid earning R271 a week.

Drivers in the food, rubber and motor, goods transport and public sectors also won above average wage packages of between R212 and R250 a week.

The LRS, an organisation providing economic information and analysis for the trade union movement, compiled the survey from its actual wage rates database. It surveyed 236 drivers' wages for the year to end-October 1990.

The LRS said the Motor Goods Industrial Council for the goods transport industry in the Transvaal set a R172 weekly wage.



In general, heavy-duty drivers working for the goods transport companies earned almost R55 less than their counterparts in the paper and packaging industry.

This was 23% below the average wage set in plant-level negotiations for heavy-duty drivers and the lowest rate outside the construction industry.

Heavy-duty drivers in the mining, wholesale and retail and textile sectors enjoyed below average wage packets, ranging from R183 to R174 a week.

Geard said it was not possible to put a figure on the size of the heavy-vehicle driving labour force.

There was little monitoring of the sector and drivers were mobilised by transport unions like the Transport and General Workers Union, and by the unions operating in the sector in which they worked.

In its last wages database review, the LRS said labourers had also won wage increases well above the inflation rate for the first half of 1990.

The survey showed labourers' wages rose by 20,9% on average, down from a high of 22,9% in 1988, but still representing a 6,4% real increase.

Labourers earned a weekly average pay packet of R174 at unionised workplaces, the largest increases (30%) coming from the public sector.

Industrial council plan hits snags

(284)

■Negotiations for a national industrial council in the contract cleaning industry have hit unexpected snags, following a major revolt by the Transvaal region of the National Contract Cleaners Association (NCCA). w\mail 1\11-4\11\91.

The Transport and General Workers' Union said this week that the NCCA's Transvaal region had rejected the recent agreement settling the five-week cleaners' strike in Natal schools, arguing that the Natal region had not been mandated to agree to national pay talks before the registration of an industrial council.

One of the largest members, Prestige Cleaning Services, had resigned from the NCCA in protest — rendering the organisation unrepresentative in the Transvaal and possibly the Cape. This posed severe problems both for national pay negotiations and for the registration of a national council, the union said.

They are hair today, gone tomorrow

Star 16/11/91

KINGS used to take off their hats for them, an opera was composed about one and they've featured in endless movies. Now being a barber is a dying art. AL-AMEEN KAFAAR reports.

THE signs were already clear 15 years ago that the traditional barber was on his way out

There are still a few left in Johannesburg and Fordsburg, the youngest undoubtedly in his 50s Virtually all of them started their trade as boys, experimenting with their friends' hair after school

Under the watchful eye of their father or an uncle, they would gradually master the art of trimming a "number two or a French cut"

Only if the instructor was completely satisfied would he be allowed to put on his white coat and cut an adult's hair — because to satisfy the customer is the pride of his trade

Walking into the Majestic in Central Road, Fordsburg, you are met by an atmosphere of the living past. The air is smoky, and the smell of leather and shaving cream fills the air

The barber's chair, and the chairs for waiting customers, are still solid after 50 years The walls are covered with framed mirrors, and between the mirrors are pictures of movie and pop stars of the 1950s

A youthful Brigitte Bardot winks at customers, while Gina Lollobrigida smiles coquettishly Elvis Presley, Pat Boone and Tommy Steele feature on the other wall Each of these gentlemen looked as if he had recently received a crew cut.

Ahmed Ebrahim and Parbhoo Monaram are the men behind the barber's chairs Both started the trade in 1949 at the age of 15. Behind their chairs, on the floor, are two semi-circles — formed over 35 years of shuffling from one side to the other

"Parbhoo and I are the perfect team — he's the listener while I do the talking," Mr Ebrahim said

"Soon we are going to be something of the past The youngsters prefer the new fancy salons Fortunately our customers will be dying out with us," Mr Ebrahim remarked jovially

"I will never go to one of these new salons," interrupted John Isaacs, a Bosmont customer "I've been coming to this shop for the last 30 years and will continue to do so until it is no more "

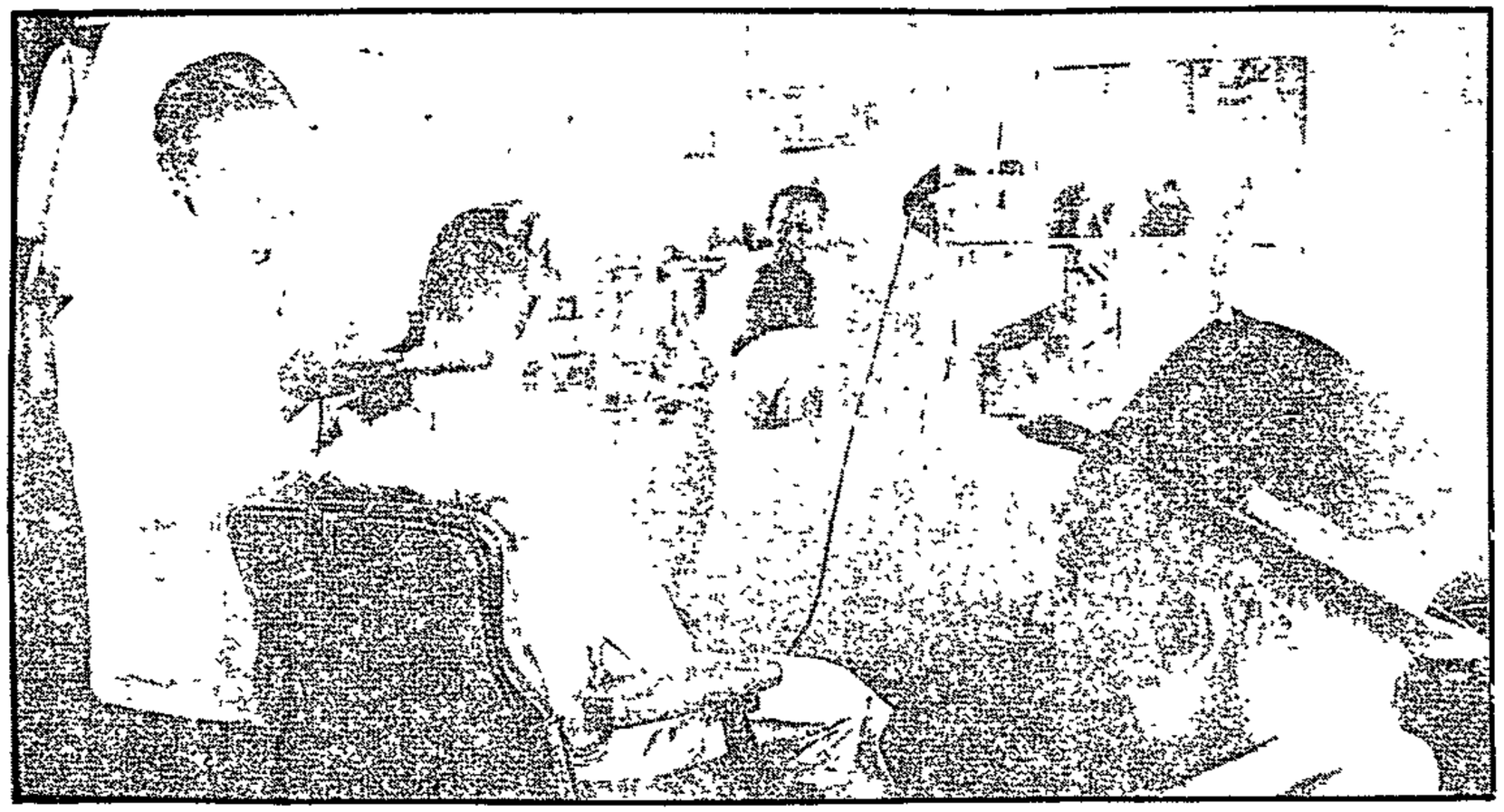
Mr Ebrahim explained "People don't come to a barber just for the haircut Our customers are regulars We've known each other for years When one sits down in my chair, I know exactly which cut he is going to request. And to exclude someone in the shop from a conversation is virtually impossible

"Barbershops are places for social gathering, especially on a Saturday All the regulars, if they want to have a cut or not, normally pop in

"Then we discuss the week's events, sports, politics, work, a new movie or anything After more than 50 years, I'm still amazed at how I managed to get the job done."

But does it make him sad to know he is probably one of the last few barbers in Johannesburg?

"Yes Nostalgia will always be with me but I've never regretted my decision Of course I would like to see the trade continuing, but no one is interested Besides, I don't think any of the youngsters would cope," he said with a smile



FIFTIES CREWCUT- Ahmed Ebrahim of Majestic in Fordsburg gives Hanif Bhayat his regular cut. ● Photograph: JOHN HOGG

They are hair today, gone tomorrow

Star 16/11/91

KINGS used to take off their hats for them, an opera was composed about one and they've featured in endless movies. Now being a barber is a dying art.
AL-AMEEN KAFAAR reports.

287

THE signs were already clear 15 years ago that the traditional barber was on his way out.

There are still a few left in Johannesburg and Fordsburg, the youngest undoubtedly in his 50s. Virtually all of them started their trade as boys, experimenting with their friends' hair after school.

Under the watchful eye of their father or an uncle, they would gradually master the art of trimming a "number two or a French cut".

Only if the instructor was completely satisfied would he be allowed to put on his white coat and cut an adult's hair — because to satisfy the customer is the pride of his trade.

Walking into the Majestic in Central Road, Fordsburg, you are met by an atmosphere of the living past. The air is smoky, and the smell of leather and shaving cream fills the air

The barber's chair, and the chairs for waiting customers, are still solid after 50 years. The walls are covered with framed mirrors, and between the mirrors are pictures of movie and pop stars of the 1950s.

A youthful Brigitte Bardot winks at customers, while Gina Lollobrigida smiles coquettishly. Elvis Presley, Pat Boone and Tommy Steele feature on the other wall. Each of these gentlemen looked as if he had recently received a crew cut.

Ahmed Ebrahim and Parbhoo Monaram are the men behind the barber's chairs. Both started the trade in 1949 at the age of 15. Behind their chairs, on the floor, are two semi-circles — formed over 35 years of shuffling from one side to the other.

"Parbhoo and I are the perfect team — he's the listener while I do the talking," Mr Ebrahim said.

"Soon we are going to be something of the past. The youngsters prefer the new fancy salons. Fortunately our customers will be dying out with us," Mr Ebrahim remarked jovially.

"I will never go to one of these new salons," interrupted John Isaacs, a Bosmont customer. "I've been coming to this shop for the last 30 years and will continue to do so until it is no more."

Mr Ebrahim explained: "People don't come to a barber just for the haircut. Our customers are regulars. We've known each other for years. When one sits down in my chair, I know exactly which cut he is going to request. And to exclude someone in the shop from a conversation is virtually impossible.

"Barbershops are places for social gathering, especially on a Saturday. All the regulars, if they want to have a cut or not, normally pop in.

"Then we discuss the week's events, sports, politics, work, a new movie or anything. After more than 50 years, I'm still amazed at how I managed to get the job done."

But does it make him sad to know he is probably one of the last few barbers in Johannesburg?

"Yes. Nostalgia will always be with me but I've never regretted my decision. Of course I would like to see the trade continuing, but no one is interested. Besides, I don't think any of the youngsters would cope," he said with a smile.



FIFTIES CREWCUT: Ahmed Ebrahim of Majestic in Fordsburg gives Hanif Bhayat his regular cut. ● Photograph: JOHN HOGG

Six fired as wages used to pay bail

Sowetan 12/12/91

SIX workers at Waterberg Security in Marble Hall were last week dismissed without pay after their salaries were allegedly used to bail out two white employees charged with murdering blacks.

By MATHATHA TSEDU

The two white employees, Mr Fanie du Plessis (26) and Mr Johanns du Plessis (24), sons of the owner of the firm, Mr J du Plessis, allegedly murdered two blacks about two weeks ago.

They are charged with murder and abduction together with three other white men.

The six workers were dismissed last week following the first court appearance of the five men.

They said Du Plessis, the father, told them they were fired and he could not pay their November wages because he had used all his money to pay bail for his sons.

They then approached the National Workers Union of SA for assistance, said union spokesman Mr Hendrik Ngwenya.

An official at the Groblersdaal office of the Department of Manpower confirmed that the six men were being assisted by his office.

The human price of security

ARMED gangs have killed at least 18 guards in the cash transit industry over the past 20 months. That is how many burial claims have been submitted to the Motor Transport Workers' Union. The figure for lives lost could be higher — the South African Security Association, the industry employers association have been unavailable for comment.

Nine of those killed were employed by Fidelity Guards, which has the largest cash transit division in the country. "We are 10 times bigger than our nearest competitor and are therefore 10 times more likely to be hit," says Jeremy Frere, managing director of the company's cash-in-transit division. "Violent crime is prevalent and the weapons and tactics the gangs are using are overwhelming," he added.

According to Frere, attacks by gangs of seven or more armed with AK-47s are not unusual. "Last year our vehicles would only be attacked about once a month, but now we are being hit every 10 days."

The company performs about 15 000 cash movements a day, which means the 30 vehicles attacked this year are a relatively small percentage of its operations. But the cost in human life has to be compensated in rands and cents.

Fidelity employees receive a basic salary of between R1 600 and R1 800 a month, depending on their training and length of service. This is slightly above the R1 653 to R1 730 recommended by the industrial council but well below the ideal of R3 000 set by the union. The union represents about 90 percent of the workers in the industry, nationally.

The company has a pension fund to which all of its employees belong. In case of death the fund will pay out the equivalent of two years' salary, between between R45 000 and R48 000.

Paul Stober

SERVICES SECTOR — LABOUR

1992

Grace period for security workers

(285) (287) (288)

DIRK HARTFORD

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 Baartman 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 R35 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 R48, 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; 61 Days 24/11/92
- ☐ Getting finger printing 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.

Government gives ground on guards

By DREW FORREST

THE government has given significant ground on the controversial Security Officers Act as a result of sustained trade union pressure — and further concessions may be on the cards.

The Act, and particularly the requirement that low-wage security guards pay a registration fee and annual levy to the Security Officers Board (SOB), was the spark for mass protests last year by members of the Transport and General Workers' Union.

This week the TGWU's Jane Barrett revealed that major changes to the Act had been agreed in a tripartite "working group" set up in the wake of the protests. These were embodied in a draft amendment Bill published late last year.

The working group, which includes the TGWU, the South African National Security Employers' Association, representatives of the Law and Order Ministry and the Consumer Council, was to meet again this week to consider other possible changes.

Barret said consensus had been reached on including worker representatives on the SOB; changing the schedule of crimes disqualifying workers from the industry; negotiating the code of conduct; and the police's role in monitoring the industry.

Barrett said that at this week's meeting, the union would press for further changes, including provision for representation for trade unions and employer bodies on the SOB.

2 billion Feb 19

Security Act talks

SECURITY industry employer and worker representatives will meet Deputy Law and Order Minister Johan Scheepers in Cape Town today to discuss possible Security Officers Act amendments, said a Transport and General Workers' Union spokesman.

Participants include the Security Officers Board, the Consumer Council, the SA National Security Employers and the TGWU.

Fidelity Guards fires more than 100 strikers

MORE than 100 striking Fidelity Guards' employees in Durban were sacked by the national security firm yesterday.

Managing director Mr Roy McFarlane said in Johannesburg yesterday that the workers, who had been on strike since last Thursday, had been given an ultimatum to return to work. Sowetan 12/2/92 (287)

He said the time limit for them to return to work yesterday morning had passed, which meant their employment with the company had ended.

McFarlane said initially 40 workers - many of whom were facing disciplinary hearings - had gone on a strike to demand the dismissal of the assistant manager and the operations manager, who they claimed were "racist Afrikaners".

He said the allegations were untrue. Furthermore, the assistant manager did not speak Afrikaans and the operations manager was Asian.

"Frankly, I don't think they know themselves why they went on strike," he said.

McFarlane alleged the strikers had gone to various clients' premises and intimidated workers to go on strike. This had swelled their ranks to between 100 and 150 men.

He said clients had not been inconvenienced. Alternative guards had been employed and installed. - *Sapa.*

5. KLOUSULE 26: SIEKEFONDS

(1) In subklousule (4) (a) vervang die uitdrukking "R190,00" deur die uitdrukking "R205,00" oral waar dit voorkom.

(2) In subklousule (5) (c) vervang die uitdrukking "Kraamvoordeelfonds" deur die uitdrukking "Kraamvoordele" in die opskrif.

(3) In subklousule (5) (c) (i), (ii), (ii) (aa), (ii) (ab) en (v) vervang die uitdrukking "Kraamvoordeelfonds" deur die uitdrukking "kraamvoordeelrekening".

Namens die partye op hede die 31ste dag van Oktober 1991 te Soutrivier onderteken.

W. F. ALEXANDER,
Ondervoorsitter van die Raad.

S. JOCUM,
Verteenwoordiger van die Raad.

J. N. VAUGHAN,
Sekretaris van die Raad.

No. R. 496 **14 Februarie 1992**

WET OP MANNEKRAGOPLEIDING, 1981

MINING INDUSTRY ENGINEERING TRADES TRAINING BOARD: SKRAPPING VAN AMBAG

Ek, Pieter Gabriel Marais, Minister van Mannekrag, handelende kragtens artikel 13 (3) van die Wet op Mannekragopleiding 1981, skrap, met ingang van die datum van publikasie van hierdie kennisgewing, die ambag grofsmid waar dit voorkom in die lys van ambagte soos gepubliseer in Goewermentskennisgewing No. R. 1273 van 16 Junie 1989: Met dien verstande dat al die bepalings van voormelde kennisgewing van toepassing bly ten opsigte van 'n vakleerling grofsmid wie se kontrak van vakleerlingskap aangegaan is voor die datum van inwerkingtreding van hierdie kennisgewing.

P. G. MARAIS,
Minister van Mannekrag.

No. R. 497 **14 Februarie 1992**

WET OP MANNEKRAGOPLEIDING, 1981

MANNEKRAGOPLEIDINGSKOMITEE VIR DIE HAARSNYERSBEDRYF, BLOEMFONTEIN: WYSIGING VAN LEERVOORWAARDES

Ek, Pieter Gabriel Marais, Minister van Mannekrag, handelende kragtens artikel 13 van die Wet op Mannekragopleiding, 1981—

(a) wysig hierby met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, Goewermentskennisgewing No. R. 1677 van 2 Augustus 1985 deur klousule 3 (1) van die Leervoorwaardes, met betrekking tot lone, met die volgende klousule te vervang:

"3. Lone

(1) 'n Werkgewer moet 'n vakleerling maandeliks besoldig teen minstens die skale hieronder uiteengesit, welke skale jaarliks op 1 Julie hersien moet word:

Eerste jaar R240,00
Tweede jaar R300,00
Derde jaar R360,00.".

P. G. MARAIS,
Minister van Mannekrag.

5. CLAUSE 26: SICK FUND

(1) In subclause (4) (a) substitute the expression "R205,00" for the expression "R190,00" wherever it appears.

(2) In subclause (5) (c) substitute the expression "Maternity Benefits" for the expression "Maternity Benefit Fund" in the heading.

(3) In subclause (5) (c) (i), (ii), (ii) (aa), (ii) (ab) and (v) substitute the expression "maternity benefit account" for the expression "Maternity Benefit Fund".

Signed at Salt River, on behalf of the parties, on this 31st day of October 1991.

W. F. ALEXANDER,
Vice-Chairman of the Council.

S. JOCUM,
Representative of the Council.

J. N. VAUGHAN,
Secretary of the Council.

No. R. 496 **14 February 1992**

MANPOWER TRAINING ACT, 1981

MINING INDUSTRY ENGINEERING TRADES TRAINING BOARD: DELETION OF TRADE

I, Pieter Gabriel Marais, Minister of Manpower, acting in terms of section 13 (3) of the Manpower Training Act, 1981, delete, with effect from the date of publication of this notice, the trade blacksmith where it appears in the list of trades as published in Government Gazette No. R. 1273 of 16 June 1989: Provided that all the provisions of the above-mentioned notice remain applicable in respect of an apprentice blacksmith whose contract of apprenticeship was entered into prior to the date of coming into operation of this notice.

P. G. MARAIS,
Minister of Manpower.

No. R. 497 **14 February 1992**

MANPOWER TRAINING ACT, 1981

MANPOWER TRAINING COMMITTEE FOR THE HAIRDRESSING INDUSTRY, BLOEMFONTEIN: AMENDMENT OF CONDITIONS OF APPRENTICESHIP

I, Pieter Gabriel Marais, Minister of Manpower, acting in terms of section 13 of the Manpower Training Act, 1981—

(a) hereby amend, with effect from the second Monday after the date of publication of this notice, Government Notice No. R. 1677 of 2 August 1985 by the substitution for clause 3 (1) of the Conditions of Apprenticeship, with regard to wages, of the following clause:

"3. Wages

(1) An employer shall pay an apprentice monthly at not less than the rates specified hereunder, which rates must be revised annually on 1 July:

First year R240,00
Second year R300,00
Third year R360,00.".

P. G. MARAIS,
Minister of Manpower.

Security guards face suspension

B/pay 18/2/92

DIRK HARTFORD

MORE than 45 000 security guards face immediate suspension from the industry and dismissal in three months time for refusing to pay the annual registration fee of R48 required in terms of the Security Officers Act, the Transport and General Workers' Union (TGWU) says.

In terms of the Act, all guards were required to pay the fee by the end of last year. But only a quarter of the 62 000 registered guards have paid the fee so far.

TGWU, which has 15 000 members in the security industry, has demanded the fee be waived until a new Security Officers' Board is set up with worker representation. This is likely to happen only when Parliament passes agreed amendments to the Act.

A meeting last month between the board and TGWU failed to reach agreement on the fee. The board is insisting the fee be paid, as it is under pressure to pay back to government a R1m loan.

The union believes suspensions are imminent. It is holding a national meeting of shop stewards this week to plan action against any suspensions.

Last year tens of thousands of security guards held mass marches and protests against the introduction of the fee.

Security men agree on levy

Business Day 26/2/92

SHOP stewards in the contract security industry decided at a national meeting to recommend to security guards that they pay the R48 annual registration levy for 1992, 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 once 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 linked by the union to 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 Saccawu 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 15 000 security guard membership in its seven branches. — Sapa.

Store, hotel chains rule out pay hikes

(28) 27/2/92

Own Correspondent

JOHANNESBURG. — Workers in the retail and service sectors 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.

Checkers is preparing to tell the SA Commercial, Catering and Allied Workers' Union 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 Wooltru 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 improved. A Southern Sun spokesman said it would guarantee a 6% increase in October — halfway through the wage year.

6.2 Ondanks die bepalings van:

6.2.1 paragraaf 6.1.3 mag die som van die insekgevrete en beskadigde saad en die verkleurde saad nie 2,0 persent oorskry nie; en

6.2.2 paragraaf 6.1.3.1 mag nie meer as een saad van wilde hawer (*Avena fatua* L.) in 400 g saad voorkom nie.".

No. R. 998 **3 April 1992**

BEMARKINGSWET, 1968
(WET No. 59 VAN 1968)

SITRUSSKEMA: MAGTIGING OM TE WEIER OM ONDERGRAADSITRUSVRUGTE VIR VERKOOP IN ONTVANGS TE NEEM

Ek, André Isak van Niekerk, Minister van Landbou, handelende kragtens artikel 64 (4) van die Bemarkingswet, 1968 (Wet No. 59 van 1968), magtig hierby die Sitrusraad bedoel in artikel 6 van die Sitrusraadskema gepubliseer by Proklamasie No. R. 2 van 1979, soos gewysig, om te eniger tyd gedurende die tydperk vanaf 18 Mei 1992 tot 17 Mei 1993 te weier om Ondergraadsitrusvrugte vir verkoop in ontvangs te neem.

A. I. VAN NIEKERK,
Minister van Landbou.

DEPARTEMENT VAN MANNEKRAG

No. R. 966 **3 April 1992**

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENTSKENNISGEWINGS

HAARKAPPERSBEDRYF, NATAL

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermentskennisgewings R. 993 van 30 April 1987 en R. 2047 van 23 Augustus 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. 967 **3 April 1992**

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, NATAL: HERBEKRAGTIGING 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 30 Junie 1992 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

6.2 Notwithstanding the provisions of:

6.2.1 paragraph 6.1.3, the aggregate of the insect-eaten and damaged seed content and the discoloured seed shall not exceed 2,0 per cent, and

6.2.2 paragraph 6.1.3.1 not more than one seed of wild oats (*Avena fatua* L.) may occur in 400 g of seed.".

No. R. 998 **3 April 1992**

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

CITRUS SCHEME: AUTHORITY TO REFUSE TO TAKE DELIVERY OF UNDERGRADE CITRUS FRUIT FOR SALE

I, André Isak van Niekerk, Minister of Agriculture, acting under section 64 (4) of the Marketing Act, 1968 (Act No. 59 of 1968), hereby authorise the Citrus Board referred to in section 6 of the Citrus Scheme published by Proclamation No. R. 2 of 1979, as amended, to refuse at any time during the period from 18 May 1992 to 17 May 1993 to take delivery for sale of Undergrade citrus fruit.

A. I. VAN NIEKERK,
Minister of Agriculture.

DEPARTMENT OF MANPOWER

No. R. 966 **3 April 1992**

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICES

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 Notices R. 993 of 30 April 1987 and R. 2047 of 23 August 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. 967 **3 April 1992**

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE, NATAL: RE-ENACTMENT OF MAIN AGREEMENT (287)

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 June 1992, 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) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 2 en 3 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1992 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

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

BYLAE

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, NATAL

OOREENKOMS

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

South African Hairdressers' and Cosmetologists' Association

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

The South African Hairdressers' Employees' Industrial Union

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

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf, Natal

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) (a) Hierdie Ooreenkoms moet nagekom word deur die werkgewers en werknemers in die Haarkappersbedryf (Natal);

(1) (b) wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is; en

(1) (c) wat betrokke is by of in diens is in die landdrosdistrikte, Durban, Inanda, uitgesonderd enige gedeeltes van daardie gebied wat binne die selfregerende gebied van KwaZulu val.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone in klousule 4 voorgeskryf word: Met dien verstande egter dat die Ooreenkoms op vakleerlinge van toepassing is, maar slegs in die mate waarin dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of 'n leerlingkontrak aangegaan of voorwaardes gestel ingevolge genoemde Wet nie

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag kragtens artikel 48 (1) van die Wet vasstel, en bly van krag vir die tydperk eindigende 30 Junie 1992 of vir die tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalings soos vervat in klousules 5 (2) (d), 15 (2) en (3), 17 (1), 18, 19, 20 en 25 (5) (b) (i) van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 993 van 30 April 1987 soos hernieu is deur Goewermentskennisgewing R 2047 van 23 Augustus 1991 (hierna die "Vorige Ooreenkoms" genoem) soos verder verleng, hernieu, gewysig of herbekragtig van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

(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 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 said Agreement.

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

(287)

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) (a) The terms of this Agreement shall be observed by employers and employees in the Hairdressing Trade (Natal);

(1) (b) who are members of the employers' organisation and trade union, respectively; and

(1) (c) who are engaged or employed in the Magisterial Districts of Durban, Inanda but excluding portions of the area falling within the self-governing territority of KwaZulu".

(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: Provided that the Agreement shall, however, apply in respect of apprentices but only in so far as it is not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any condition fixed thereunder.

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 1992 or for such period as may be determined by him.

3. SPECIAL PROVISIONS

The provisions of clauses 5 (2) (d), 15 (2) and (3), 17 (1), 18, 19, 20 and 25 (5) (b) (i) of the Agreement published under Government Notice R 993 of 30 April 1987 as renewed by Government Notice R 2047 of 23 August 1991 (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.

4. ALGEMENE BEPALINGS

Die bepalings soos vervat in klousules 3 tot en met 5 (2) (c), 5 (2) (e) tot en met 15 (1), 16, 17 (2) tot en met 17 (12), 21 tot en met 25 (5) (a), 25 (5) (b) (ii) tot en met 26 van die Vorige Ooreenkoms soos verder verleng, hernieu, gewysig of herbekragtig van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

Namens die partye op hede die 11de dag van November 1991 in Durban onderteken.

C. DESIO,
Voorsitter.

M. J. WILMANS,
Ondervoorsitter.

H. L. Mc CLURE,
Sekretaris.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 5 (2) (c) inclusive, 5 (2) (e) to 15 (1) inclusive, 16, 17 (2) to 17 (12) inclusive, 21 to 25 (5) (a) inclusive, 25 (5) (b) (ii) to 26 inclusive of the Former Agreement, as further extended, renewed, amended or re-enacted from time to time, shall apply to employers and employees.

Signed at Durban, on behalf of the parties, this 11th day of November 1991.

287

C. DESIO,
Chairman.

M. J. WILMANS,
Vice-Chairman.

H. L. Mc CLURE,
Secretary

No. R. 973 **3 April 1992**

VERDEDIGINGSWET, 1957

REGULASIES TER REËLING VAN GEMEENSKAPSDIENS WAT VERRIG MOET WORD DEUR PERSONE WAT INGEVOLGE ARTIKEL 72D (1) (a) (iii) VAN DIE VERDEDIGINGSWET, 1957, AS GODSDIENSBESWAARDES GEKLASSIFISEER IS: WYSIGING

Die Minister van Mannekrag het, met die instemming van die Minister van Verdediging, kragtens artikel 72G (1) van die Verdedigingswet, 1957 (Wet No. 44 van 1957), die regulasies in die Bylae, uitgevaardig.

BYLAE

1. In hierdie Bylae beteken die uitdrukking "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing No. R. 588 van 30 Maart 1984, soos gewysig, by Goewermentskennisgewing No. R. 1040 van 3 Junie 1988.

2. Die Regulasies word hierby gewysig deur na regulasie 26A die volgende regulasie in te voeg:

"Kleretoelae

26B. 'n Werkgewer betaal aan 'n godsdienswaarde wat gemeenskapsdiens verrig, 'n eenmalige kleretoelae wat van tyd tot tyd deur die Minister van Mannekrag ingevolge regulasie 14 bepaal word.".

3. Hierdie regulasies tree op 3 April 1992 in werking.

No. R. 973 **3 April 1992**

DEFENCE ACT, 1957

REGULATIONS GOVERNING THE COMMUNITY SERVICE TO BE RENDERED BY PERSONS CLASSIFIED AS RELIGIOUS OBJECTORS IN TERMS OF SECTION 72D (1) (a) (iii) OF THE DEFENCE ACT, 1957: AMENDMENT

The Minister of Manpower has, with the concurrence of the Minister of Defence, under section 72G (1) of the Defence Act, 1957 (Act No. 44 of 1957), made the regulations in the Schedule.

SCHEDULE

1. In this Schedule the expression "the Regulations" means the regulations published by Government Notice No. R. 588 of 30 March 1984, as amended by Government Notice No. R. 1040 of 3 June 1988.

2. The Regulations are hereby amended by the insertion after regulation 26A of the following regulation:

"Clothing allowance

26B. An employer shall pay to a religious objector who is rendering community service, a non-recurrent clothing allowance determined from time to time by the Minister of Manpower in terms of regulation 14.".

3. This regulation shall come into operation on 3 April 1992.

No. R. 1000 **3 April 1992**

WET OP ARBEIDSVERHOUDINGE, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA HERNUWING VAN OOREENKOMS VIR DIE LOOISEKSIE

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings R 380 van 4 Maart 1988, R. 2313 van 18 November 1988, R 160 van 26 Januarie 1990 en R 2871 van 7 Desember 1990, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1992 eindig.

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

No. R. 1000 **3 April 1992**

LABOUR RELATIONS ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA RENEWAL OF AGREEMENT FOR THE TANNING SECTION

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare that the provisions of Government Notices R. 380 of 4 March 1988, R. 2313 of 18 November 1988, R. 160 of 26 January 1990 and R. 2871 of 7 December 1990, to be effective from the date of publication of this notice and for the period ending 30 June 1992.

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

Night-shift danger at the petrol pumps

South 4/4-9/4/92

There's another side to the helping hands at the petrol pump, as

SABATA NGCAI

discovered

CONSTANTLY exposed to the danger of armed robbers who could strike in the middle of their long night-shifts, petrol attendants have few defences against these criminals

At some sophisticated garages the money is handed to an attendant behind bullet-proof glass But for the rest, each night could be the one when money, or a life, is taken

"As we are exposed to danger trying to make more money for our employers, we should at least be paid decent salaries It is a tendency of garage employers to treat the lives of their employees cheaply," says a petrol attendant at Woodstock's Trentyre garage

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

'The workers are safe because they do not handle any money by themselves. All the money they collect is given to our cashier who is safe behind a bullet-proof window'

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 Bonteheuwel'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 and not in envelopes, as it is done in other garages It is not exactly clear what we earn," says one of the workers

"We are not given any pay-slips which show how much is deducted We are not members of any trade union and that is why we are so vulnerable

"Here, as it has recently happened, it is easy for one to lose one's job for failure to report for duty in one day of absence, even if one explains the reasons for absence"

The employee says they were also attacked at night by tsotsis who demand money and threaten to kill them with knives and pangas

"One night we had to flee from the garage after attackers chased us away We reported the matter to the manager but no steps have been taken as the attackers are continuing to attack and threaten us with death," says the attendant

Vanguard Motors, which has a 15-hour night-shift, pays R2,70 an hour The day-shift, which lasts from 7 30am to 4 30pm, pays the same amount

"In both shifts there is neither tea nor lunch breaks for us"

Vanguard manager Mr A Parker said "I work out their wages every 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 between ourselves and the Industrial Council The number of people employed is determined by production We cannot employ many people when production does not allow us to do so.

"We get only R1 800 per night, so if we employ three or more people we would definitely be running at a loss

"The workers are safe because they do not handle any money by themselves All the money they collect is given to our cashier who is safe behind a bullet-proof window Apart from that the police patrol the place at night to ensure safety of workers"

At Mowbray's Old Mill garage, the petrol attendants work 45 hours a week for R122,40

Petrol attendants work 11 hours and the 12th hour is taken for lunch

"We are not satisfied with the amount because our lives are in danger We carry the money bag everyday and have nothing to defend ourselves when robbers come" Marhela said

The garage manager said through a receptionist that he was not prepared to comment on the telephone



ALL NIGHT LONG: Life for a petrol attendant often means low wages and long hours Photo Yunus Mohamed

Guards strike over rubbish tip shooting

STAR 5/5/92

By Louise Burgers
Municipal Reporter

Up to 100 Johannesburg City Council security guards embarked on an illegal strike at the weekend and face dismissal if they do not return to their posts by today.

The men went on strike on Friday over the shooting of a colleague at the Linbro rubbish dump last Tuesday.

Some returned to work last night, but those who were absent would be dismissed, security department director Gerhard van der Merwe said.

The guards were given an ultimatum by council officials to return to work within two hours of evening and morning shifts or face dismissal.

Mr van der Merwe said the wildcat strike started after an attack on the Linbro tip at 3 am by four men with AK-47s.

A spokesman for the SA Municipal Workers Union and the Johannesburg Combined Municipal Workers Union said the guards had tried to meet the directors but had been ignored.

Mr van der Merwe said the council had taken additional security measures to protect its personnel.

creasing. — Sapa.

Cleaners march in Jo'burg

STAR 14/5/92 (287)

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

毛震吳公華美商作一九九二年五月九日晚上

Strike bid after death in custody

Fidelity Guards officials yesterday dissuaded employees of the security firm's Cleveland branch from striking in protest at the death of a Fidelity driver in police custody after his arrest on Friday.

Lekula Simon Seema was arrested in connection with robberies and cash losses suffered recently by Fidelity.

Chief executive Roy Macfarlane said police had told him that Mr Seema had died of heart failure. He was told later an independent post-mortem cited natural causes.

— Staff Reporter.

STAR 20/5/92

10. *Ontbinding van die fonds*

(1) Met die beëindiging van die skema moet die bates van die fonds aan die Raad oorgedra word, wat in ooreenstemming met sy konstitusie daaroor moet beskik, en die Raad is verantwoordelik vir die vereffening van al die skulde van die Skema.

(2) Die Registrateur moet vroegtydig in kennis gestel word van die beëindiging van die Skema.

11. *Agente*

(1) Die Raad kan agente aanstel op sodanige voorwaardes en met sodanige voorbehoude as wat die Raad goeddunk om uitvoering te gee aan die doelstellings van die Skema.

(2) Die aanstelling van 'n agent kan te enige 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 werkgewer of enige werknemer ondervra met die doel om vas te stel of die bepalings van klousule 7 nagekom 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, uitgesonderd individuele opsetlike of bedrieglike optrede van die kant van sodanige lede wat aanspreeklik gehou kan word. Elke sodanige lid sal deur die Fonds vergoed word vir aanspreeklikheid wat hy opgeloop het om hom te verweer in 'n geding, hetsy siviel of strafregtelik, wat voortspruit uit'n bewering dat daar te kwader trou gehandel is en waarin die uitspraak in sy guns gelewer word of waarvan hy vrygespreek word.

13. *Vrystellings*

Enige aansoek om vrystelling van enige bepaling van hierdie Skema, wat deur die Minister van Mannekrag verleen kan word moet by die Haarkappery en Kosmetologiese Nywerheidopleidingsraad te Posbus 11092, Aston Manor, 1630, ingedien word, wat sodanige aansoek tesame met die Raad se aanbeveling aan die Direkteur-generaal: Mannekrag moet voorlê.

No. R. 1864 **3 Julie 1992**

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, KAAPSE SKIEREILAND: 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 (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

10. *Dissolution of the Scheme*

(1) Upon the termination of the Scheme the assets of te Fund 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.

287

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

287

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 hereto 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 Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

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

G. M. E. CARELSE,
Adjunkminister van Mannekrag

BYLAE

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, KAAPSE SKIEREILAND

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, Wet No. 28 van 1956, gesluit deur en aangegaan tussen die

S.A. Hairdressers' and Cosmetologists' Association (Western Cape Division)

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

S.A. Hairdressers' Employees' Industrial Union (Western Cape)

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

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf, Kaapse Skiereiland,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No R 1902 van 2 September 1983, soos hernieu en gewysig by Goewermentskennisgewings Nos. R 300 van 15 Februarie 1985, R 1336 van 7 Junie 1986, R 1805 van 29 Augustus 1986, R 2212 van 24 Oktober 1986, R 2724 van 24 Desember 1986, R 2330 van 18 November 1988, R 1913 van 1 September 1989, R 309 van 16 Februarie 1990, R 2077 van 23 Augustus 1991 en R 1109 van 16 April 1992.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers 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 283 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.

28.7

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 1956, 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,

to amend the Agreement published under Government Notice No R 1902 of 2 September 1983, as renewed and amended by Government Notices No. R 300 of 15 February 1985, R 1336 of 7 June 1986, R 1805 of 29 August 1986, R 2212 of 24 October 1986, R 2724 of 24 December 1986, R 2330 of 18 November 1988, R 1913 of 1 September 1989, R. 309 of 16 February 1990, R 2077 of 23 August 1991 and R. 1109 of 16 April 1992.

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 Distrist of Malmesbury and Stellenbosch which, prior to the publication of Government Notices Nos 171 of 8 February 1957 and 283 of 2 March 1962 respectively, fell within the Magisterial District of Bellville, in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No 661 of 19 April

die landdrosdistrik Stellenbosch geval het maar wat voor 2 Maart 1962 binne die landdrosdistrik Bellville geval het, in die gedeelte van die landdrosdistrik Kuilsrivier, wat voor die publikasie van Goewermentskennisgewing No. 1683 van 7 Augustus 1987 binne die landdrosdistrik Bellville geval het en in die gedeelte van die landdrosdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermentskennisgewing No. 173 van 9 Februarie 1973) binne die landdrosdistrik Wynberg geval het.

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

(a) op werknemers vir wie daar in klousule 4 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1902 van 2 September 1983, soos van tyd tot tyd gewysig, lone voorgeskryf word; en

(b) op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 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 telefonis, die totale tydperk of tydperke wat 'n werknemer skryfwerk en/of tikwerk en/of enige ander vorm van klerklike werk verrig het, en/of as ontvangsklerk en/of kassier en/of telefonis en/of verkoopassistent in diens was;

(c) met betrekking tot 'n operateur, die totale tydperk wat 'n werknemer die pligte van 'n operateur in die Harkappersbedryf verrig het; of enige tydperk diens as 'n algemene assistent of sjampoeis;

(d) met betrekking tot 'n manikuris en/of skoonheidskundige, ondervinding in 'n bedryfsinrigting of opleidingsentrum wat deur die Raad erken word;".

(3) Skrap die omskrywing "algemene assistent".

(4) Voeg die volgende nuwe omskrywing in tussen die omskrywings van "minderjarige" en "deeltyds"·

" 'operateur' 'n werknemer wat enigeen of meer van die volgende werksaamhede verrig:

(a) Dra-, oplig- of verskuifwerk;

(b) persele of gerei, houers, meubels of ander artikels skoonmaak, vee of was;

(c) briewe. boodskappe of goedere te voet of met 'n hand- of voetaangedrewe voertuig aflewer;

(d) tee of dergelike dranke maak;

(e) handdoeke of oorpakke of ander beskermende klere was of stryk,

(f) sjampoeering; sluiers; spelde, rollers, knippies en enige ander sethulpmiddels verwyder; klante voorberei vir bleikstrepe of bobleiking; spoelmiddels of kleursjampoes aanwend; klante onder droers plaas en klante onder droers 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 1983, as amended from time to time; and

(287) (355)

(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 employement 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 shampooist;

(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"

" 'operator' 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 frosting; applying rinsens or colour shampoos; placing clients under driers and taking clients out from under driers;".

(5) Skrap die omskrywings "haarpapper", "haarkapper, gekwalifiseer," en "haarkapper, gekwalifiseer, verbeter,"

(6) Voeg die volgende omskrywings intussen die omskrywings van "manshaarkappery" en "Haarkappersbedryf":

" 'haarpakker-bevoegdheidstoets,' 'n haarkapper wat in die bevoegdheidstoets soos bepaal by klousule 11 geslaag het,

"haarkapper-verloop van tyd/lang diens in die bedryf,' 'n werknemer—

(a) uitgesonderd 'n minderjarige in klousule 4 (1) (d) bedoel or 'n vakleerling, wat een of meer van die werksaamhede bedoel in die omskrywing van 'toiletdienste' verrig:

(b) wat die Raad deur middel van 'n eksamen of andersins kan oortuig van haar/sy bekwaamheid in dameshaarkappery—in hare sny, marcelkarteling, setting, bleiking, blaaskarteling, kleuring, alle metodes van permanente karteling en skoonheidskunde; en in manshaarkappery—in hare sny, skeer, sjampoenering (droog en olie), skeersnywerk en blaaskarteling; of

(c) wat 'n kontrak van vakleerlingskap kragtens die Wet op Mannekragopleiding, 1981, uitgedien het, die bepalings van welke kontrak verstryk het, maar wat nie in die ambagstoets kragtens die Wet op Mannekragopleiding, 1981, geslaag het nie,

'haarkapper, gekwalifiseerd,' 'n werknemer wat in die ambagstoets kragtens die Wet op Mannekragopleiding, 1981, geslaag het en aan wie 'n sertifikaat te dien effekte uitgereik is;

'haarkapper, gekwalifiseerd, verbeterd,' 'n werknemer wat in die ambagstoets kragtens die Wet op Mannekragopleiding, 1981, geslaag het en aan wie 'n sertifikaat te dien effekte uitgereik is en wat na kwalifisering een jaar praktiese ondervinding in 'n salon het;

'haarkapper—Meestersertifikaat,' 'n werknemer wat die Meestersertifikaat uitgereik deur die S A Hairdressers' and Cosmetologists' Assiciation verwerf het;"

(7) Skrap die omskrywing sjampoeis

3. KLOUSULE 4: LONE

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

"(1) Behoudens subklousule (2) mag geen werkgewer laer lone betaal en mag geen werknemer laer lone aanneem nie as die volgende.

	Kolom A	Van die datum van inwerkingtreding van hierdie ooreenkoms
	Per maand	Per maand
	R	R
(a) Haarkapper— verloop van tyd/lang diens in die Bedryf.....	540,50	621,58
(b) Haarkapper — bevoegdheidstoets	600,00	690,00
(c) Haarkapper, gekwalifiseerd	690,00	793,50
(d) Haarkapper, gekwalifiseerd, verbeterd	977,50	1 124,13
(e) Haarkapper—Meestersertifikaat	1 265,00	1 454,75
(f) Operateur	540,00	621,00
(g) Manikuris en/of skoonheidskundige	575,00	661,25
(h) Ontvangsklerk en/of telefonis		
Eerste jaar	575,00	661,25
Daarna ..	747,50	859,63

(5) Delete the definitions "hairdresser", "hairdresser qualified," and "hairdresser, qualified, improved,"

(6) Insert the following definitions between the definitions of "gentlemen's trade" and "Hairdressing Trade"

" 'hairdresser-competency test,' means a hairdresser who has passed the competency test as provided for in clause 11;

"hairdresser—effluxion of time/long service in the Trade," means an employee—

(a) other than a minor referred to in clause 4 (1) (d) or an apprentice, who performs one or more of the activities referred to in the definition of 'toilet services',

(b) who can satisfy the Council by examination or otherwise of competency in the ladies' trade—in cutting, marcel waving, setting, bleaching, blow-waving, dyeing, all methods of permanent waving and beauty culture; and in the gentlemen's trade—in cutting, shaving, shampooing (dry and oil), razor cutting and blow-waving; or

(c) who has served a contract of apprenticeship in terms of the Manpower Training Act, 1981, the terms of which contract has expired, but who has not passed the trade test in terms of the Manpower Training Act, 1981;

'hairdresser, qualified,' means an employee who has passed the trade test in terms of the Manpower Training Act, 1981, and has been issued with a certificate to this effect;

'hairdresser, qualified, improved,' means an employee who has passed the trade test in terms of the Manpower Training Act, 1981, and has been issued with a certificate to this effect and has had one year's practical experience in a salon after having qualified;

'hairdresser—Master's Certificate,' means an employee who has obtained the Master's Certificate issued by the S.A Hairdressers' and Cosmetologists' Association;"

(7) Delete the definition "shampooist".

3. CLAUSE 4: WAGES

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

"(1) Subject to the provisions of subclause (2), no employer shall pay and no employee shall accept wages at rates lower than the following:

	Column A	From the date of coming into operation of this agreement
	Per month	Per month
	R	R
(a) Hairdresser— effluxion of time/long service in the trade.	540,50	621,58
(b) Hairdresser—competency test...	600,00	690,00
(c) Hairdresser, qualified	690,00	793,50
(d) Hairdresser, qualified, improved	977,50	1 124,13
(e) Hairdresser—Master's Certificate	1 265,00	1 454,75
(f) Operator.....	540,00	621,00
(g) Manicurist and/or beauty culturist	575,00	661,25
(h) Receptionist and/or telephonist		
First year	575,00	661,25
Thereafter..	747,50	859,63

	Kolom A	Van die datum van inwerkingtreding van hierdie ooreenkoms
	Per maand	Per maand
	R Per dag	R Per dag
(i) Los haarkapper	80,00	92,00
(j) Los		
Operateur	40,00	46,00
Manikuris en/of skoonheidskundige	40,00	46,00
Ontvangsklerk	40,00	46,00

(k) 'n Werknemer wat op 'n aaneenlopende basis vir 'n korter tyd werk as die getal ure in die Ooreenkoms voorgeskryf, moet 75 persent van die basiese loon betaal word wat vir daardie bepaalde klas werknemer voorgeskryf is. Met dien verstande dat die salon minstens 45 uur per week oop bly· Met dien verstande voorts dat 'n los werknemer slegs ooreenkomstig die omskrywing van los werknemer in die Haarkappersbedryf in diens geneem mag word

(l) 'n Werknemer wie se loon nie op of na 1 April 1991 verhoog word tot die loontarief soos aangedui in Kolom A voorgeskrewe vlak nie, moet binne 16 weke na die datum van inwerkingtreding van hierdie Ooreenkoms besoldig word met 'n bedrag wat gelyk is aan die verskil tussen die loon wat betaal is en die voorgeskrewe loon as dit op 1 April 1991 gepubliseer was, ten opsigte van die tydperk wat tussen die inwerkingtreding van hierdie Ooreenkoms en 1 April 1991 verkoop het.".

(2) Vervang subklousule (8) (a) deur die volgende.

"(8) (a) Operateurs mag net in die volgende verhouding in diens geneem word:

Een operateur waar een haarkapper, gekwalifiseerd, in diens is, een operateur waar twee haarkappers, gekwalifiseerd, in diens is; twee operateurs waar drie haarkappers, gekwalifiseerd, in diens is; en daarna een addisionele operateur vir elke addisionele twee haarkappers, gekwalifiseerd, bo en behalwe drie.".

4. KLOUSULE 5: BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS

Skrap subklousule (2) (f).

5. KLOUSULE 6: WERKURE

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

"(4) *Oortyd.*

(a) Alle tyd gewerk wat 45 uur per week te bowe gaan, word geag 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, geag word 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 ter afhandeling van die bediening van 'n klant, daardie tyd nie geag 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) *Betaling van oortyd*· 'n Werkgewer moet aan elkeen van sy werknemers, ten opsigte van elke uur of gedeelte van 'n uur oortyd, minstens dubbeld 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 "

	Column A	From the date of coming into operation of this agreement
	Per month	Per month
	R Per day	R Per day
(i) Casual hairdresser.	80,00	92,00
(j) Casual		
Operator	40,00	46,00
Manicurist and/or beauty culturist	40,00	46,00
Receptionist	40,00	46,00

(k) Any employee working on a continuous basis for a lesser time than the hours laid down in the Agreement shall be paid 75 per cent of the basic wage as laid down for that particular class of employee Provided that the salon remains open for not less than 45 hours per week· Provided further that a casual employee shall only be permitted to be employed in the Hairdressing Trade in terms of the definition of 'casual employee'

(l) Any employee whose wages are not increased to the wage rate as indicated in column A on or after 1 April 1991 shall be remunerated within 16 weeks after the date of coming into operation of this Agreement, by an amount which equals the difference between the wage paid ad the prescribed wage if it had been published on 1 April 1991 in respect of the period of time which has elapsed between the coming into operation of this Agreement and 1 April 1991 "

(2) Substitute the following for subclause (8) (a):

"(8) (a) Operators may only be employed in the following ratio:

One operator where one hairdresser, qualified, is employed; one operator where two hairdressers, qualified, are employed, two operators where three hairdressers, qualified, are employed; and thereafter one additional operator for every additional two hairdressers, qualified, over and above three.".

4. CLAUSE 5: PAYMENT OF WAGES AND AUTHORISED DEDUCTIONS

Delete subclause (2) (f).

5. CLAUSE 6: HOURS OF WORK

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

"(4) *Overtime:*

(a) All time worked in excess of 45 hours per week shall be deemed to be overtime: Provided that if an employee's ordinary hours of work are less than 45 hours per week, any time worked over and above such normal ordinary hours shall be deemed to be overtime. Provided further that, should an employee be required to work 15 minutes per day over and above his/her normal ordinary hours in order to finalise the attendance of a customer, such time shall not be deemed to be overtime.

(b) *Limitation of overtime*· An employer shall not require or permit an employee to work for more than 10 hours per week overtime

(c) *Payment of overtime:* An employer shall pay to each of his employees in respect of each hour or part of an hour overtime not less than double the hourly rate of pay which such employee receives The hourly rate shall be calculated by dividing the employee's normal basic weekly rate by 45 hours· Provided that should an employee normally work for less than 45 hours per week the weekly wage shall be divided by such lesser number of hours to obtain the hourly rate of pay."

(2) Voeg die volgende nuwe subklousule (7) in:

"(7) *Sondagwerk:* Geen werk mag op 'n Sondag sonder die vooraf verkree toestemming van die Raad in die Bedryf verrig word nie Indien 'n vrystelling toegestaan word om 'n salon op 'n Sondag te bedryf, maak die werkure op daardie Sondag deel uit van die werknemer se gewone ure. Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer hom teen minstens dubbeld die uurlikse loontarief betaal wat aan hom betaalbaar is ten opsigte van die tyd wat hy normaalweg op n weeksdag werk ".

(3) Voeg die volgende nuwe subklousule (8) in:

"(8) *Openbare vakansiedae* Geen werk mag op 'n openbare vakansiedag of die 2de Januarie of Paassaterdag sonder die voorafverkree toestemming van die Raad verrig word nie Indien 'n vrystelling toegestaan word om 'n salon op 'n openbare vakansiedag of die 2de Januarie of Paassaterdag te bedryf, moet enige werk deur 'n werknemer op sodanige dag verrig vergoed word teen dubbeld die werknemer se gewone loontarief Sodanige loon word bereken deur die werknemer se basiese loon te deel deur die aantal ure wat hy normaalweg gedurende die week werk.".

6. KLOUSULE 7: JAARLIKSE VERLOF EN BESOLDIGING VIR JAARLIKSE VERLOF

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

"(b) 'n Werknemer wat vyf jaar of langer in dieselfde salon gewerk het, ongeag enige verandering in die eienaarskap daarvan, is geregtig op 'n addisionele ses dae verlof in 'n bedryfsinrigting wat ses dae per week werk en 'n addisionale vyf dae verlof in 'n bedryfsinrigting wat vyf dae per week werk.".

7. KLOUSULE 11: BEVOEGDHEIDSERTIFIKAAT

In subklousule (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 subklousule (1) (a) deur die volgende·

"(a) 58 sent per week van die verdienste van elke operateur;".

(2) Skrap subklousule (1) (c).

9. KLOUSULE 25: SIEKTEBYSTANDSFONDS

(1) Skrap subklousule (4) (b).

(2) In subklousule (4), hernommer paragrawe (c), (d) en (e) tot (b), (c) en (d)

10. Skrap klousule 26.

11. Skrap Bylae B van die Ooreenkoms

12. Hernommer klousule 27 tot klousule 26.

13. KLOUSULE 26: SIEKEFONDS

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

"(2) Die Fonds moet gebruik word om siektebystand 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 voortspruit uit of gepaard gaan met swangerskap behalwe soos by subklousule (4) (ii) en (iv) voorgeskryf "

(2) Insert the following new subclause (7):

"(7) *Sunday work:* No work shall be performed in the Trade on a Sunday without prior permission of the Council. Should an exemption be granted to enable a salon to trade on a Sunday, the hours of work on such Sunday shall form part of the employee's ordinary hours. Whenever an employee works on a Sunday his employer shall pay him at not less than double the hourly rate payable to him in respect of the period ordinarily worked by him on a weekday.".

(3) Insert the following new subclause (8):

"(8) *Pubic holidays:* No work shall be performed on a public holiday or the 2nd January or Easter Saturday without prior permission of the Council. Should an exemption be granted to enable a salon to trade on a public holiday or the 2nd January or Easter Saturday any work performed by any employee on such day shall be paid at double the employee's ordinary rate of pay. Such rate of pay shall be calculated by dividing the employee's basic rate of pay by the number of hours ordinarily worked by him during the week ".

6. CLAUSE 7: ANNUAL LEAVE AND PAYMENT FOR ANNUAL LEAVE

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

"(b) An employee who has worked in the same salon for five years or more irrespective of any change of ownership thereof shall be entitled to an extra six days' leave in an establishment which works a six-day week and an extra five days' leave in an establishment which works a five-day week.".

7. CLAUSE 11: CERTIFICATE OF COMPETENCY

In subclause (2), substitute the expression "R100" for the expression "R50,00".

8. CLAUSE 16: EXPENSES OF THE COUNCIL, SUBSCRIPTIONS TO THE S.A. HAIRDRESSERS' EMPLOYEES' INDUSTRIAL UNION (WESTERN CAPE BRANCH) AND THE S.A. HAIRDRESSERS' AND COSMETOLOGISTS' ASSOCIATION (WESTERN CAPE DIVISION)

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

"(a) 58 cents per week from the earnings of every operator;".

(2) Delete subclause (1) (c).

9. CLAUSE 25: SICK BENEFIT FUND

(1) Delete subclause (4) (b).

(2) In subclause (4), renumber paragraphs (c) to (e) as (b) to (d).

10. Delete clause 26.

11. Delete Annexure B of the Agreement.

12. Renumber clause 27 as clause 26.

13. CLAUSE 26: SICK PAY FUND

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

"(2) The Fund shall be used for the purpose of providing sick pay benefits to employees and working employers to whom this Agreement is applicable during periods of absence from work through sickness, other than arising out of or incidental to pregnancy except as provided for in subclause (4) (ii) and (iv).".

No. R. 1863 **3 Julie 1992**

WET OP MANNEKRAGOPLEIDING, 1981

OPLEIDINGSKEMA VIR DIE HAARKAPPERY EN KOSMETOLOGIESE NYWERHEID

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby kragtens artikel 39 (5) van die Wet op Mannekragopleiding, 1981, dat die bepalings van die Skema wat in die Bylae hiervan verskyn met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing bindend is vir alle werkgewers en werknemers wat betrokke is by of in diens is in die Haarkappery en Kosmetologiese Nywerheid en die gebiede soos in die Bylae hiervan bepaal en sal eindig op die datum van intrekking van die Skema ingevolge artikel 39 (3) van bovermelde Wet.

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

BYLAE

Die Opleidingskema vir die Haarkappery en Kosmetologiese Nywerheid, hierna "die Nywerheid" genoem, is deur die Suid-Afrikaanse Haarkappery en Kosmetologiese Vereniging ingestel vir die opleiding van werknemers in die Nywerheid en maak voorsiening vir die stigting van 'n fonds vir die doeleindes van die Skema, die betaling van bydraes aan die Fonds deur werkgewers in die Nywerheid en die instelling van 'n Opleidingsraad om die Fonds, wat as die "Haarkappery en Kosmetologiese Nywerheidopleidings- en -ontwikkelingsfonds" bekend sal staan, te administreer.

1. *Naam van die Skema*

Die naam van die Skema is die "Haarkappery en Kosmetologiese Nywerheidsopleidingskema".

2. *Toepassingsbestek van die Skema*

Die bepalings van die Skema moet nagekom word deur alle werkgewers en werknemers wat in die Haarkappery en Kosmotologiese Nywerheid betrokke of in diens is in die landdrosdistrikte genoem in subklousules (1) tot (6).

(1) Die landdrosdistrikte Bellville, Goodwood, Simonstad, Die Kaap en Wynberg.

(2) Die landdrosdistrikte Durban, Inanda, Pietermaritzburg en Pinetown.

(3) Die landdrosdistrik Oos-Londen.

(4) Die landdrosdistrikte Despatch, Port Elizabeth en Uitenhage.

(5) Die landdrosdistrikte Pretoria en Wonderboom.

(6) Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Potchefstroom, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.

No. R. 1863 **3 July 1992**

MANPOWER TRAINING ACT, 1981

TRAINING SCHEME FOR THE HAIRDRESSING AND COSMETOLOGY INDUSTRY

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby, in terms of section 39 (5) of the Manpower Training Act, 1981, declare that the provisions of the Scheme which appear in the Schedule hereto shall be binding with effect from the second Monday after the date of publication of this notice upon all employers and employees who are engaged or employed in the Hairdressing and Cosmetology Industry and in the areas as specified in the Schedule hereto, and shall terminate on the date of withdrawal of the Scheme in terms of section 39 (3) of the abovementioned Act.

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

SCHEDULE

The Training Scheme for the Hairdressing and Cosmetology Industry, hereinafter referred to as "the Industry", has been established by the South African Hairdressers and Cosmetologists Association for the training of employees in the Industry and provides for the establishment of a fund for the purpose of the Scheme, the payment of contributions to the Fund by employers in the Industry and the establishment of a Training Board to administer the Fund, which shall be called the "Hairdressing and Cosmetology Industry Training and Development Fund".

1. *Name of the Scheme*

The name of the Scheme shall be the "Hairdressing and Cosmetology Industry Training Scheme".

2. *Scope of Application of the Scheme*

The provisions of the Scheme shall be observed by all employers and employees who are engaged or employed in the Hairdressing and Cosmetology Industry in the Magisterial Districts referred to in subclauses (1) to (6).

(1) The Magisterial Districts of Bellville, Goodwood, Simon's Town, The Cape and Wynberg.

(2) The Magisterial Districts of Durban, Inanda, Pietermaritzburg and Pinetown.

(3) The Magisterial District of East London.

(4) The Magisterial Districts of Despatch, Port Elizabeth and Uitenhage.

(5) The Magisterial Districts of Pretoria and Wonderboom.

(6) The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Potchefstroom, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.

3. *WOORDOMSKRYWING*

Enige uitdrukking wat in hierdie Skema gebruik word en in die Wet omskryf word, het dieselfde betekenis as in die Wet, en alle verwysings na die Wet omvat alle wysigings van die Wet en enige regulasies kragtens die Wet uitgevaardig, en, tensy onbestaanbaar met die sinsverband, beteken—

"Fonds" die Haarkappery en Kosmetologiese Nywerheidopleidings- en -ontwikkelingsfonds in klousule 5 bedoel;

"Haarkappery en Kosmetologiese Nywerheid" of **"Nywerheid"**, sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir die doel om toiletdienste in enige inrigting te verskaf;

"inrigting" enige onderneming waarin toiletdienste aangebied word of aangebied staan te word;

"Raad" die Haarkappery en Kosmetologiese Nywerheidopleidingsraad;

"Skema" die Haarkappery en Kosmetologiese Nywerheidopleidingskema;

"toiletdienste" enige of meer of 'n kombinasie van die praktyke wat in die reël of gewoonlik verrig word deur en bekend staan as die professie van skoonheidsdeskundiges of kosmetiste of kosmetoloe of haarkappers, en sluit die volgende werksaamhede in, maar word nie daardeur beperk nie:

Haarskikking, haarkapping, haarsny, streepbleiking, skeer, krulling, reiniging;

skroeiing, sjamponeering, bleiking, kleuring, tinting, versteiling, stilering, golwing (permanente golwing, Marcel- of watergolwing) of enige ander behandeling van die hare van die kop of die gesig;

die massering of ander stimulerende behandeling of oefening van die gesig, kop of nek;

manikuring van die naels, en/of naelherbouing, wenkbrouplukking, bordwerk, trigologiese behandeling of verfraaiing; of

die verrigting van enige werksaamheid op enige pruik of haarstuk wat deur enige persoon gedra word,

hetsy enige apparaat, toestel, preparaat of stof in enige van hierdie aktiwiteite gebruik word al dan nie;

"werkgewer" enige werkgewer, soos in die Wet omskryf, wat aan enige werknemer werk verskaf of hom in diens neem of wat selfstandig in die Nywerheid werksaam is.

"werknemer" enige werknemer, soos in die Wet omskryf wat vir 'n werkgewer in die Nywerheid werk of by hom in diens is; en

"Wet" die Wet op Mannekragopleiding, 1981 (Wet No. 56 van 1981).

3. *DEFINITIONS*

Any expression used in this Scheme which is defined in the Act, shall have the same meaning as in the Act and any references to the Act shall include any amendments to the Act and any regulations made in terms of the Act and, unless inconsistent with the context—

"Act" means the Manpower Training Act, 1981 (Act No. 56 of 1981);

"Board" means the Hairdressing and Cosmetology Industry Training Board;

"employee", means any employee, as defined in the Act, who is employed by or who is working for an employer in the Industry;

"employer" means any employer, as defined in the Act, who employs or provides work for any employee or is self-employed in the Industry;

"establishment" means any premises in which toilet services are rendered or are to be rendered;

"Fund" means the Hairdressing and Cosmetology Industry Training and Development Fund referred to in clause 5;

"Hairdressing and Cosmetology Industry" or **"Industry"** means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and employees are associated for the purpose of performing toilet services in any establishment;

"Scheme" means the Hairdressing and Cosmetology Industry Training Scheme; and

"toilet services" means any one or more of a combination of the practises generally and usually performed by and known as the profession of beauty culturists or cosmeticians or cosmetologists or hairdressers, and includes, but is not to be limited to, the following operations:

Hair arranging, hairdressing, haircutting, highlighting, shaving, curling, cleaning;

singeing, shampooing, bleaching, dyeing, colouring, tinting, straightening, styling, waving (permanent waving, Marcel or water waving) or any other treatment of the hair on the head or the face;

the massage or other stimulative treatment or exercise of the face, scalp or neck;

manicuring and/or restructuring of the nails, eyebrow plucking, board work, trichological treatment or beauty culture; or

performing any operation on any wig or hairpiece to be worn by any person,

whether or not any apparatus, appliance, preparation or substance is used in any of these operations.

4. *Doelstellings van die Skema*

Die hoofdoelstelling van die Skema sal wees om die gemeenskaplike belange van werkgewers en werknemers in die Nywerheid te bevorder deur gesamentlike verantwoordelikheid te aanvaar vir die opleidingsbehoeftes van ambagslui en ander werknemers in die Nywerheid en die werksaamhede van die Raad sal geheel en al gerig wees op die bevordering van hierdie hoofdoelstelling deur middel van die volgende doelwitte:

(a) Om die nodige fondse te voorsien om 'n toereikende bron van opgeleide werknemers vir die Nywerheid te verseker en om die opleiding en ontwikkeling van werknemers in die Nywerheid op alle vlakke finansieel te ondersteun sodat alle bydraende werkgewers gelyke geleenthede vir die opleiding en ontwikkeling van hul werknemers sal hê; en

(b) om die administrasie van die Raad en doelwitte van die Raad, soos dit in sy konstitusie uiteengesit is, te finansier.

5. *Haarkappery en Kosmetologiese Nywerheid-opleiding- en -ontwikkelingsfonds*

(a) Hierby word 'n fonds gestig, wat bekend staan as die Haarkappery en Kosmetologiese Nywerheids- en -ontwikkelingsfonds.

(2) Die Fonds sal deur die Haarkappery en Kosmetologiese Opleidingsraad geadministreer word.

(3) In die Fonds word inbetaal—

(a) opleidingsheffings kragtens klousule 7 van hierdie Skema;

(b) rente en/of kapitaalaanwas wat uit die belegging van enige gelde van die Fonds verkry word;

(c) enige ander gelde waarop die Fonds geregtig mag word.

(4) Die gelde van die Fonds word vir die bereiking van die doelstellings van die Skema, soos in klousule 4 uiteengesit, aangewend.

6. *Instelling en funksies van die Haarkappery en Kosmetologiese Nywerheidopleidingsraad*

(1) Die Haarkappery en Kosmetologiese Nywerheidopleidingsraad is deur die Suid-Afrikaanse Haarkappery en Kosmetologiese Vereniging en die Suid-Afrikaanse Haarkappersnywerheid Werknemers-unie ooreenkomstig 'n konstitusie, wat deur die Registrateur goedgekeur is, gestig.

(2) Die Raad het die bevoegdheid om met alle sake wat binne die bestek van die doelstellings van hierdie Skema val, soos in klousule 4 vervat, te handel.

7. *Opgawes en bydraes tot die fonds*

(1) Vanaf die datum van inwerkingtreding van die Skema moet elke werkgewer in die Nywerheid wat 'n lid van die Suid-Afrikaanse Haarkappers en Kosmetologiese Vereniging is—

(a) aan die Raad te Posbus 11092, Aston Manor, 1630, of sodanige ander adres as wat skriftelik en per geregistreerde pos deur die Raad aan die werkgewer verwittig word, teen die veertiende

4. *Objects of the Scheme*

The principal objective of the Scheme shall be to promote the common interests of employers and employees in the Industry by assuming joint responsibility for the training needs of artisans and other employees in the Industry and the activities of the Board shall be wholly directed to the furtherance of this principal objective through the following objects:

(a) To provide the necessary funds to ensure an adequate supply of trained employees for the Industry and to financially assist with the training and development of employees for the Industry at all levels in order that all contributing employers will have equal opportunities for the training and development of their employees; and

(b) to finance the administration of the Board and the objects of the Board as set out in its constitution.

5. *Hairdressing and Cosmetology Industry Training and Development Fund*

(a) There is hereby established a fund to be known as the Hairdressing and Cosmetology Industry Training and Development Fund.

(2) The Fund shall be administered by the Hairdressing and Cosmetology Industry Training Board.

(3) Into the Fund shall be paid—

(a) training levies in terms of clause 7 of this Scheme;

(b) interest and/or capital appreciation derived from the investment of any moneys of the Fund;

(c) any other moneys to which the Fund may become entitled.

(4) The moneys of the Fund shall be applied to the attainment of the objects of the Scheme as set out in clause 4.

6. *Establishment and functions of the Hairdressing and Cosmetology Industry Training Board*

(1) The Hairdressing and Cosmetology Industry Training Board has been established by the South African Hairdressers and Cosmetologists Association and the South African Hairdressers Employees Industrial Union in accordance with a constitution approved by the Registrar.

(2) The Board shall have the power to deal with all matters falling within the scope of the objects of this Scheme, as set out in clause 4.

7. *Returns and contributions to the fund*

(1) From the date of coming into operation of the Scheme, every employer in the industry who is a member of the South African Hairdressers' and Cosmetologists' Association, shall—

(a) submit to the Board at P.O. Box 11092, Aston Manor, 1630, or such other address as may be advised by the Board in writing and by registered post to the employer, by the fourteenth day of

dag van elke maand 'n opgawe verstrek waarin die getal werknemers wat op die laaste dag van die voorafgaande maand in sy diens was ten opsigte van elke afsonderlike inrigting wat deur hom besit of bedryf word in enige gebied bedoel in klousule 2, weergegee word; en

(b) aan die Fonds 'n heffing betaal, teen R20,00 (twintig Rand) per maand ten opsigte van elke inrigting wat deur die opgawe in paragraaf (a) bedoel, gedek word, welke betaling maandeliks per gekruisde tjek moet geskied wat genoemde opgawe moet vergesel.

(2) Die koste verbonde aan die insameling van laat heffings of bydraes word verhaal op en betaal deur die betrokke werkgewer.

8. *Inligting*

Die Raad moet elke werkgewer in die Nywerheid voorsien van besonderhede betreffende die Skema in die vorm wat die Raad van tyd tot tyd bepaal: Met dien verstande dat sodanige besonderhede minstens die konstitusies van die Skema en die Raad, die bydraes wat gemaak moet word of heffings wat aan die Fonds betaal moet word, die finansiële aansporings wat onder die Skema voorsien word en die prosedure wat gevolg moet word vir die indiening van eise teen die Fonds, sal insluit.

9. *Finansies*

(1) Alle gelde wat ontvang word, moet binne sewe (7) dae na ontvangs daarvan, in 'n bepaalde bankrekening in die Fonds se naam gedeponeer word.

(2) Alle betalings uit die fonds moet per tjek teen die genoemde bankrekening getrek word en deur die Voorsitter van die Raad onderteken word en deur die Hoof Uitvoerende Beampte van die Raad mede-onderteken word, of deur sodanige ander amptenare wat skriftelik deur die Raad aangewys is.

(3) Fondse wat nie vir onmiddellike gebruik nodig is nie, moet na goeddunke van die Raad belê word in—

(a) binnelandse geregistreerde effekte bedoel in artikel 21 van die Skatkiswet, 1975 (Wet No. 66 van 1975);

(b) Nasionale Spaarsertifikate;

(c) Posspaarbankrekenings of -sertifikate;

(d) spaarrekenings, permanente aandele of vaste deposito's in bougenootskappe of banke,

of op sodanige ander wyse as wat die Registrateur mag goedkeur.

(4) Die Raad stel jaarliks 'n openbare ouditeur, wat uit die fonds vergoed word, aan om die rekenings van die Fonds vir die tydperk wat op 31 Desember eindig, te ouditeer. Afskrifte van die geouditeerde rekenings moet aan die Suid-Afrikaanse Haarkappers en Kosmetologiese Vereniging en die Suid-Afrikaanse haarkappersnywerheid Werknemersunie beskikbaar gestel word en 'n afskrif moet aan die Registrateur gestuur word. Afskrifte moet ook aan alle bydraers tot die fonds voorsien word.

each month, a return reflecting the number of employees in his service on the last day of the preceding month in respect of each separate establishment owned or operated by him in any area referred to in clause 2; and

(b) pay to the Fund a levy of R20,00 (twenty Rand) per month in respect of each establishment covered by the return referred to in paragraph (a), which payment shall be made monthly by crossed cheque which shall accompany the said return. R21 287

(2) Costs incurred in collecting late levies or contributions shall be charged to and paid by the employer concerned.

8. *Information*

The Board shall furnish every employer in the Industry with details conerning the Scheme in such a form as the Board may from time to time determine: Provided that such details shall include at least the constitutions of the Scheme and the Board, the contributions to be made or the levies payable to the Fund, the financial incentives to be provided under the Scheme and the procedure to be followed for the lodging of claims against the Fund.

9. *Finance*

(1) All moneys received shall be deposited into a specified banking account in the name of the Fund, within seven (7) days of receipt thereof.

(2) All payments made on behalf of the Fund shall be made by cheque drawn on the said banking account and shall be signed by the Chairman of the Board and co-signed by the Chief Executive Officer of the Board, or by such other officials as are designated in writing by the Board.

(3) Funds which are not required for immediate use shall at the discretion of the board be invested in—

(a) internal registered stock within the meaning of section 21 of the Exchequer Act, 1975 (Act No. 66 of 1975);

(b) National Savings Certificates;

(c) Post Office savings accounts or certificates;

(d) savings accounts, permanent shares or fixed deposits in building societies or banks,

or in such other manner as may be approved by the registrar.

(4) The Board shall annually appoint a public auditor, who shall be paid out of the Fund, to audit the accounts of the fund for the period ending 31 December. Copies of the audited accounts shall be made available to the South African hairdressers and Cosmetologists Association and the South African Hairdressers Industrial Employees Union and a copy shall be forwarded to the Registrar Copies shall also be made available to all contributors to the Fund.

10. *Ontbinding van die fonds*

(1) Met die beëindiging van die skema moet die bates van die fonds aan die Raad oorgedra word, wat in ooreenstemming met sy konstitusie daaroor moet beskik, en die Raad is verantwoordelik vir die vereffening van al die skulde van die Skema.

(2) Die Registrateur moet vroegtydig in kennis gestel word van die beëindiging van die Skema.

11. *Agente*

(1) Die Raad kan agente aanstel op sodanige voorwaardes en met sodanige voorbehoude as wat die Raad goeddunk om uitvoering te gee aan die doelstellings 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 werkgewer of enige werknemer ondervra met die doel om vas te stel of die bepalings van klousule 7 nagekom 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, uitgesonderd individuele opsetlike of bedrieglike optrede van die kant van sodanige lede wat aanspreeklik gehou kan word. Elke sodanige lid sal deur die Fonds vergoed word vir aanspreeklikheid wat hy opgeloop het om hom te verweer in 'n geding, hetsy siviel of strafregtelik, wat voortspruit uit'n bewering dat daar te kwader trou gehandel is en waarin die uitspraak in sy guns gelewer word of waarvan hy vrygespreek word.

13. *Vrystellings*

Enige aansoek om vrystelling van enige bepaling van hierdie Skema, wat deur die Minister van Mannekrag verleen kan word moet by die Haarkappery en Kosmetologiese Nywerheidopleidingsraad te Posbus 11092, Aston Manor, 1630, ingedien word, wat sodanige aansoek tesame met die Raad se aanbeveling aan die Direkteur-generaal: Mannekrag moet voorlê.

No. R. 1864 **3 Julie 1992**

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, KAAPSE SKIEREILAND: 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 (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

10. *Dissolution of the Scheme*

(1) Upon the termination of the Scheme the assets of te Fund 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 hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding,

news in brief

Grave diggers strike disputed

287

THE Soweto Council has denied there is a grave-diggers' strike at Avalon Cemetery.

152

However, council spokesman Mr Mojalefa Moseki admitted there was a problem of levelling of graves, "because so many people are dying, graves are being dug close together to increase the cemetery's lifespan".

Meanwhile Dobsonville Council spokesman confirmed the strike, saying the problem started a month ago when the municipality insisted the workers reoccupy the offices they had deserted because of the violence near Siphiwe Hostel in Dobsonville.

Sowetan 17/7/92

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

Die voorlopige betaling is ook van toepassing op enige sodanige goedere wat kragtens enige item in Bylaes Nos. 3 en 4 van genoemde Wet geklaar word.

D. J. COLESKY,
Kommissaris van Doeane en Aksyns.

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

Subpos	Beskrywing van Goedere	Voorlopige Betaling	Ingevoer vanaf of Afkomstig van
8201 30.20	Skoffelpikke met 'n werkdeel met 'n wydte van hoogstens 320 mm	48%	Die Volksrepubliek van Sjina

Opmerking — 'n Voorlopige betaling met betrekking tot anti-dumpingreg word opgelê op skoffelpikke met 'n werkdeel met 'n wydte van hoogstens 320 mm, ingevoer vanaf of afkomstig van die Volksrepubliek van Sjina

SCHEDULE

Subheading	Description of Goods	Provisional Payment	Imported from or Originating in
8201.30 20	Hoes with a working edge of a width not exceeding 320 mm	48%	People's Republic of China

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.

DEPARTEMENT VAN MANNEKRAG

No. R. 2113 **24 Julie 1992**

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENTS-KENNISGEWING

HAARKAPPERSBEDRYF, NATAL

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, trek hierby, kragtens 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.

No. R. 2114 **24 Julie 1992**

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, NATAL: NUWE 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 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 September 1993 eindig, bindend is vir die werkgewersorganisasie en vir die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is, en

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.

No. R. 2114 **24 July 1992**

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE, NATAL: NEW 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 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) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonder dié vervat in klousules 1.1.2, 2, 11.4.4, 18, 22, 23, 29, 30.5.1 (a), 31 en 32 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 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 Ooreenkoms gespesifiseer.

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

BYLAE

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF NATAL

OOREENKOMS

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

South African Hairdressers' and Cosmetologists' Association

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

The South African Hairdressers' Employees' Industrial Union

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

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf, Natal.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

1.1 Hierdie Ooreenkoms moet nagekom word deur die werkgewers en werknemers in die Haarkappersbedryf (Natal)—

1.2 wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is; en

1.3 wat betrokke is by of in diens is in die landdrosdistrikte Durban en Inanda, maar uitgesonderd enige gedeeltes van die gebied wat binne die selfregerende gebied KwaZulu val.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

2.1 Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag, kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, bepaal en bly van krag tot 30 September 1992 of vir 'n tydperk wat die Minister vasstel

3. WOORDOMSKRYWING

3.1 Enige terme wat in hierdie Ooreenkoms gebruik word wat in die Wet omskryf is, het dieselfde betekenis as in die Wet. Enige verwysing na 'n wet sluit enige wysigings van sodanige wet in en, tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag behels ook die vroulike en onsydige geslag in, en sluit woorde wat die enkelvoud behels ook die meervoud in, en omgekeerd, en voorts, tensy strydig met die sinsverband, beteken—

3.1.1 **"Wet"** die Wet op Arbeidsverhoudinge (Wet No. 28 van 1956), en enige wetlike verandering of vervanging daarvan, en sluit dit enige regulasies wat daarkragtens gemaak is, in;

3.1.2 **"agent"** 'n agent in klousule 22 bedoel;

3.1.3 **"hierdie Ooreenkoms"** ook enige wysiging aan hierdie Ooreenkoms;

(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.

287

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 **"vakleerling"** 'n werknemer wat kragtens 'n skriftelike vakleerlingkontrak dien, wat geregistreer is volgens die WMO en/of die ITB, en sluit dit enige minderjarige in wat kragtens artikel 16 daarvan in diens is;

3.1.5 **"swart haarkappery"** die verskaffing van toiletdienste aan enige persoon wat super krullerige hare het, insluitende enige wesenlik soortgelyke hare (sien klousule 3.1.29);

3.1.6 **"swart salon"** 'n bedryfsinrigting waarin toiletdienste uitsluitlik vir swart haarkappery aangebied en/of verskaf word;

3.1.7 **"los werknemer"** 'n gekwalifiseerde haarkapper wat by dieselfde werkgewer vir nie meer as twee dae in 'n week in diens is nie (sien klousules 9.8 en 9.9);

3.1.8 **"bevoegdheidsertifikaat in swart haarkappery"** 'n bevoegdheidsertifikaat wat deur die Raad kragtens klousule 8.6.1 (b) hiervan uitgereik is;

3.1.9 **"bevoegdheidsertifikaat in algemene haarkappery"** 'n bevoegdheidsertifikaat wat deur die Raad kragtens klousule 8.6.1 (c) hiervan uitgereik is;

3.1.10 **"kommissie"** enige bedrag aan 'n werknemer verskuldig ingevolge 'n ooreenkoms tussen 'n werkgewer en sy werknemer kragtens klousule 10;

3.1.11 **"Raad"** die Nywerheidsraad vir die Haarkappersbedryf (Natal), geregistreer ooreenkomstig artikel 19 gelees met artikel 2 van die Wet;

3.1.12 **"bedryfsinrigting"** enige perseel waarin toiletdienste verskaf word of verskaf sal word;

3.1.13 **"ondervinding"**—

(a) met betrekking tot 'n leerlinghaarkapper, die totale tyd of tye van ondervinding in 'n bedryfsinrigting of 'n opleidingsentrum wat deur die Raad erken word, en ook die totale dienstyd of dienstye wat 'n werknemer in die Haarkappersbedryf gehad het;

(b) met betrekking tot 'n skoonheidskundige en/of manikuris, ondervinding in 'n bedryfsinrigting of 'n opleidingsentrum wat deur die Raad erken word;

3.1.14 **"algemene assistent"** 'n werknemer in diens vir die skoonmaak en/of vee van persele, die dra van boodskappe, die verskaffing van verversings aan personeel en klante van 'n bedryfsinrigting, die was van skottelgoed en die was van werktuie en/of toiletbenodigdhede en/of beskermende kleding of handdoeke;

3.1 15 **"algemene haarkappery"** die verskaffing van toiletdienste of enige gedeelte daarvan aan enige persoon wat tersiêre hare (d.w.s. kopvelhare) het wat nie super krullerig is nie, en ook enige soortgelyke hare;

3.1.16 **"algemene salon"** 'n bedryfsinrigting waarin toiletdienste in algemene haarkappery aangebied en/of verskaf word;

3.1.17 **"haarkapper"** enige persoon wat nie 'n vakleerling en/of leerlinghaarkapper en/of minderjarige en/of manikuris en/of skoonheidskundige en/of sjampoeis is nie, wat vir verwerwing van wins vir eie rekening of in vennootskap, hom op enige wyse voordoen as 'n persoon wat, of direk of indirek adverteer dat hy, enige een of meer van die handelinge omskryf as toiletdienste uitvoer of aanbied om uit te voer, en sluit dit enige persoon in wat by 'n haarkapper in diens is en namens hom enige een of meer van die handelinge omskryf as toiletdienste, uitvoer,

3.1.18 **"haarkapper (gekwalifiseerd)"** 'n persoon wat—

(a) volgens 'n vakleerlingkontrak kragtens die WMO en/of die ITB gedien het en dit uitgedien het; of

(b) 'n bevoegdheidsertifikaat in die Haarkappersbedryf het wat deur die Sentrale Organisasie vir Vaktoetsing uitgereik is; of

3.1.4 **"apprentice"** means an employee serving under a written contract of apprenticeship, registered under the MTA and/or the ITB, and includes any minor employed under section 16 thereof;

3.1.5 **"black hairdressing"** means the provision of toilet services to any person who has super curly hair, including any hair of a substantially similar kind (see clause 3.1.29);

3.1.6 **"black salon"** means an establishment in which toilet services are offered and/or provided exclusively for black hairdressing;

3.1.7 **"casual employee"** means a certificated hairdresser who is employed by the same employer for not more than two days in any one week (see clause 9.8 and 9.9);

3.1.8 **"certificate of competency in black hairdressing"** means a certificate of competency issued by the Council under clause 8.6.1 (b) hereof;

3.1.9 **"certificate of competency in general hairdressing"** means a certificate of competency issued by the Council under clause 8.6.1 (c) hereof;

3.1.10 **"commission"** means any amount due to an employee in terms of an agreement between an employer and his employee in terms of clause 10;

3.1.11 **"Council"** means the Industrial Council for the Hairdressing Trade (Natal), registered in terms of section 19 read with section 2 of the Act;

3.1.12 **"establishment"** means any premises in which toilet services are or are to be rendered;

3.1.13 **"experience"** means—

(a) in relation to a trainee hairdresser, the total period or periods of experience in an establishment or a training centre recognised by the Council, and includes the total period or periods of employment an employee has had in the Hairdressing Trade;

(b) in relation to a beauty culturist and/or manicurist, means experience in an establishment or a training centre recognised by the Council;

3.1.14 **"general assistant"** means an employee employed in the cleaning and/or sweeping of premises, running errands, providing refreshments to the staff and customers of an establishment, washing dishes and washing utensils and/or toilet requisites and/or protective garments or towels;

3.1.15 **"general hairdressing"** means the provision of toilet services or any part thereof to any person who has tertiary hair (i.e. scalp hair) which is not super curly and includes any hair of a substantially similar kind;

3.1.16 **"general salon"** means an establishment in which toilet services are offered and/or provided in general hairdressing;

3.1.17 **"hairdresser"** means any person, other than an apprentice and/or trainee hairdresser and/or minor and/or manicurist and/or beauty culturist and/or shampooist who, for the acquisition of gain on his own account or in partnership, in any manner holds himself out as a person who, or directly or indirectly advertises that he, performs or offers to perform any one or more of the operations defined as toilet services, and includes any person who is employed by a hairdresser and performs on his behalf any one or more of the operations defined as toilet services;

3.1.18 **"hairdresser (qualified)"** means a person who—

(a) has served under and completed a contract of apprenticeship in terms of the MTA and/or the ITB; or

(b) holds a certificate of proficiency in the Hairdressing Trade issued by the Central Organisation for Trade Testing; or

(c) 'n bevoegdheidsertifikaat het wat uitgereik is kragtens die Wet op Ambagsmanopleiding, 1981; of

(d) enige kwalifikasie het wat die Raad in die algemeen of in enige spesifieke geval erken as 'n bevoegdheidsertifikaat nie laer in standaard as enige kwalifikasie bedoel in klousule 8.6.1 (c), ongeag of dit in die Republiek van Suid-Afrika verkry is of nie; of

(e) 'n Meestersertifikaat het van die werkgewersorganisasie of van enige afdeling daarvan; of

(f) 'n bevoegdheidsertifikaat in ope haarkappery het,

3.1.19 **"haarkappersbedryf"** die skoonheidskundige bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die doel om toiletdienste in enige bedryfsinrigting te lewer, en "Bedryf" het in soortgelyke betekenis;

3.1.20 **"sertifikaat"**, met betrekking tot 'n haarkapper, enige sertifikaat in klousule 7 van hierdie Ooreenkoms bedoel;

3 1.21 **"ITB"** die Haarkappers en Skoonheidskundige Bedryf Opleidingsraad, soos gepubliseer in Goewermentskennisgewing R. 2581 van 9 November 1990;

3.1.22 **"manikuris en/of skoonheidskundige"** 'n werknemer betrokke in manikuur en/of massering of stimulasie of ander behandeling van die gesig, kopvel en liggaam;

3.1 23 **"WMO"** die Wet op Mannekragopleiding, 1981 (Wet No. 56 van 1981), en sluit dit die vorige Wet op Vakleerlinge, 1944, in;

3.1.24 **"minderjarige"** 'n minderjarige in diens in die Haarkappersbedryf, benoem kragtens die WMO tydens die gebruiklike proeftyd waartydens hy so in diens mag wees sonder 'n vakleerlingkontrak;

3 1.25 **"nie-werkende werkgewer"** enige werkgewer wat die eienaar van 'n bedryfsinrigting is, as sodanige eienaar 'n maatskappy of 'n beslote korporasie of 'n natuurlike persoon is wat kragtens hierdie Ooreenkoms nie geregtig is op 'n sertifikaat om toiletdienste persoonlik uit te voer nie;

3.1.26 **"bevoegdheidsertifikaat in ope haarkappery"** 'n bevoegdheidsertifikaat wat deur die Raad kragtens klousule 8 6.1 (a) hiervan uitgereik is;

3.1.27 **"ope salon"** 'n bedryf waarin toiletdienste in swart haarkappery en algemene haarkappery aangebied en/of verskaf word of verskaf sal word, en "ope haarkappery" beteken swart en algemene haarkappery;

3.1.28 **"Ordonnansie"** 'n ordonnansie van enige provinsie in die Republiek van Suid-Afrika wat van plaaslike toepassing is op enige bedryfsinrigting, en dit sluit in enige statutêre wysigings of vervangings daarvan en enige regulasies wat daarkragtens gemaak is;

3.1.29 **"super krullerige hare"** die tipe hare wat in deursnee baie plat is en wat gespesialiseerde behandeling en chemiese produkte benodig vir geskikte en professionele versorging;

3.1 30 **"deeltydse werknemer"** 'n werknemer wat volgens 'n vrystellingslisensie kragtens klousule 20 in diens is, wie se dienskontrak voorsiening maak vir diens vir 'n ononderbroke tydperk van drie of meer dae maar nie meer as altesaam 22 uur in enige week nie;

3.1.31 **"toelaatbare bedryfsure"** die ure waartydens besigheid in 'n bedryfsinrigting 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 **"hairdressing trade"** means 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 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 gegee word;

3.1.33 **"ontvangsdame en/of telefoniste"** 'n werknemer aangestel vir die doel om kliante te ontvang of afsprake telefonies of andersins te maak en/of om die boeke en rekords by te hou of enige ander vorm van klerklike werk te behartig, bo en behalwe die hantering van kontant en toonbankverkope;

3.1.34 **"registrasiebewys"** die registrasiebewys in klousule 5.11 van hierdie Ooreenkoms bedoel;

3.1.35 **"sekretaris"** die Sekretaris van die Raad;

3.1.36 **"sjampoeïs"** 'n werknemer van 21 jaar of ouer, uitsluitend betrokke by een of meer van die volgende handelinge, naamlik drapering; borsel van hare; hare was; droog; verwydering van sluiers, kopspelde, krulpenne, knippies en enige ander karteihulpmiddels; klante voorberei vir sonstreping of versiering; aanwending van opknappers, spoelmiddels of kleursjampoe; klante onder droërs plaas en uithaal; kopvelbehandelings gee deur die aanwending van enige haarkappersbehandeling; die aanwending van vaste golfmiddels; neutralisering en spoel van vaste golwings en ontspanners; sonstreping deurtrek en bleikmiddels aanwend oor 'n sonstrepingkappie; tinting en aanwending van kleur (permanent en semipermanent) en aanwending van kleurskakerings, maar uitgesonderd sny, vaste golwing, set en blasstilering;

3.1.37 **"toiletbenodigdhede"** enige uitrusting en/of produk wat in toiletdienste gebruik word of gebruik mag word;

3.1.38 **"toiletdienste"** enige enkele en/of kombinasie van praktyke wat algemeen en gewoonlik beoefen word deur, en bekend staan as, die professie van skoonheidskundiges of kosmetiste of haarkappers, en sluit in, maar word andersins nie beperk nie deur, die volgende praktyke of enige een of 'n kombinasie daarvan:

Opmaak, kap, krul, kartel, reiniging, sny, skeer, skroei, bleik, kleur of soortgelyke werk op die hare van enige persoon, of op die pruik of haarstuk van enige persoon, op enige manier, met die hande of met 'n meganies of elektriese apparaat of toestel, of deur die gebruik van skoonheidsmiddels, ontsmettingsmiddels, opknappers, vloeimiddels of rome, of andersins; massering, reiniging, stimulasie, manipulasie, oefening, mooi maak, wenkbroue uitdun of soortgelyke werk op die kopvel, gesig of liggaam; of die versorging van die naels van enige persoon;

3.1.39 **"leerlinghaarkapper"** enige werknemer wat nie 'n minderjarige is nie en wat in opleiding is om te kwalifiseer in swart haarkappery of algemene haarkappery of ope haarkappery, en wat, behoudens klousule 9.5, werk volgens 'n skriftelike opleidingskontrak wat by die Raad geregistreer is, maar dit sluit uit 'n vakleerling en/of minderjarige en/of manikuris en/of skoonheidskundige en/of sjampoeis;

3.1.40 **"opleidingsinrigting"** enige plek waar onderrig 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 opleidingsentrum beoog deur die WMO en/of die ITB en/of die Raad;

3.1.41 **"loon"** die besoldiging betaalbaar aan 'n werknemer ooreenkomstig klousule 11 ten opsigte van die werkure wat in klousule 12 voorgeskryf is: Met dien

3.1.32 **"premium"** means, without in any way limiting the ordinary meaning of the term, any consideration of whatever nature given in return for the training of any person in toilet services;

3.1.33 **"receptionist and/or telephonist"** means an employee engaged for the purpose of receiving clients or booking appointments by telephone or otherwise and/or keeping accounts and records or any other form of clerical work in addition to handling cash and effecting counter sales;

3.1.34 **"registration certificate"** means the registration certificate referred to in clause 5.11 of this Agreement;

3.1.35 **"secretary"** means the Secretary of the Council;

3.1.36 **"shampooist"** means an employee of the age of 21 years or over engaged solely on one or more of the following operations, namely draping; brushing of hair; shampooing; drying; removing veils, pins, rollers, clips and any other setting aids; preparing clients for highlights or frosting; applying conditioners, rinses or colour shampoo; placing clients under driers and taking clients out from under driers; giving scalp treatments by the application of any hairdressing treatment; the application of perm lotions; the neutralising and rinsing of perms and relaxers; the pulling out of highlights and applying bleach over a highlight cap, tinting and applying colour (permanent and semi-permanent); and applying toners, but excluding cutting, perming, setting and blow-styling;

3.1.37 **"toilet requisites"** means any equipment and/or product used or which may be used in toilet services;

3.1.38 **"toilet services"** means any one and/or a combination of practices generally and usually performed by, and known as the profession of, beauty culturists or cosmeticians or cosmetologists or hairdressers, and includes but is not otherwise limited by the following practices or any one or a combination thereof:

Arranging, dressing, curling, waving, cleansing, cutting, shaving, singeing, bleaching, colouring or similar work on the hair of any person, or on the wig or hairpiece of any person, by any means, either by hand or by means of a mechanical or electrical apparatus or appliance, or by the use of cosmetic preparations, antiseptics, tonics, lotions or creams, or otherwise; massaging, cleansing, stimulating, manipulating, exercising, beautifying, eyebrow plucking or similar work on the scalp, face or body; or the manicuring of the nails of any person;

3.1.39 **"trainee hairdresser"** means any employee who is not a minor and who is in training to become certificated in black hairdressing or general hairdressing or open hairdressing, and who is, subject to clause 9.5, serving under a written training contract registered with the Council, but excludes an apprentice and/or a minor and/or a manicurist and/or beauty culturist and/or shampooist;

3.1.40 **"training institution"** means any place where education and/or training in the provision of toilet services are supplied to a trainee hairdresser and shall include, but not be limited to, any educational institution or training centre contemplated by the MTA and/or the ITB and/or the Council;

3.1.41 **"wage"** means the remuneration payable to an employee in terms of clause 11 in respect of the hours of work prescribed in clause 12: Provided that

verstande dat wanneer 'n werkgewer 'n werknemer gereeld 'n bedrag hoër as wat voorgeskryf is, betaal ten opsigte van die werkure voorgeskryf in klousule 11, dit sodanige hoer bedrag beteken; en daarbenewens word enige bedrag wat aan 'n werknemer betaalbaar is ten opsigte van kommissie ooreenkomstig klousule 10, of 'n bonus, ongeag of hierdie bedrae van maand tot maand varieer of nie, as lone beskou wat ooreenkomstig klousule 11 betaalbaar is: Met dien verstande dat, vir die doel van betaling ten opsigte van openbare vakansiedae, jaarlikse verlof en *pro rata*-vakansiebetaling ooreenkomstig klousule 14, kommissie betaalbaar kragtens klousule 10 nie as lone betaalbaar kragtens klousule 11 beskou word nie;

3.1.42 **"werkende werkgewer"** beteken 'n gekwalifiseerde werkgewer of enige vennoot in 'n vennootskap wat self werk uitvoer wat soortgelyk is aan dié wat deur enige van sy werknemers behartig word in die lewering van toiletdienste

4. VERBOD OP DIE VERRIGTING VAN ENIGE DAAD AS HAARKAPPER ONDER SEKERE OMSTANDIGHEDE

4.1 Geen werkgewer mag enige daad as haarkapper verrig nie of van enige werknemer vereis of hom toelaat om so 'n daad te verrig nie, tensy—

4.1.1 'n geldige registrasiesertifikaat met betrekking tot sy besigheid deur die Raad aan sodanige werkgewer uitgereik is;

4.1.2 as hy 'n nie-werkende werkgewer is, hy 'n gekwalifiseerde haarkapper, in die sin van klousule 4.1.4, in sy diens het, aan wie die beheer oor en bestuur van die verskaffing van toiletdienste opgedra is;

4.1.3 as hy 'n werkende werkgewer is, 'n geldige sertifikaat aan hom uitgereik is om oop haarkappery uit te voer· Met dien verstande dat—

(a) as die besigheid 'n swart salon is, by slegs 'n sertifikaat om swart haarkappery te beoefen, benodig;

(b) as die besigheid 'n algemene salon is, hy slegs 'n sertifikaat om algemene haarkappery te beoefen, benodig;

(c) vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, die sertifikaat in hierdie subklousule bedoel, in die geval van nuwe werkgewers nie die kode QBE, TH of N/W dra nie, anders moet sulke werkgewers vir die doel van hierdie klousule as niewerkende werkgewers beskou word op wie die bepalings van klousule 4.1.2 van toepassing is;

4.1.4 'n geldige sertifikaat om oop haarkappery te beoefen, uitgereik is aan elke persoon wat deur hom 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 toiletdienste in die besigheid aan 'n persoon wat gekwalifiseerd is om swart haarkappery te beoefen, opgedra mag word;

(b) as die besigheid 'n algemene salon is, die beheer oor en bestuur van die verskaffing van toiletdienste in die besigheid aan 'n persoon wat gekwalifiseerd is om algemene haarkappery te boefen, opgedra mag word,

(c) as die besigheid 'n oop salon is, die beheer oor en bestuur van die verskaffing van toiletdienste in die besigheid gesamentlik aan persone wat gekwalifiseerd is om respektiewelik swart haarkappery en algemene haarkappery 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, FH 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 these 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 certificated 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. (287) ~~285~~

4. PROHIBITION OF THE PERFORMANCE OF ANY ACT AS A HAIRDRESSER IN CERTAIN CIRCUMSTANCES

4.1 No employer shall perform or require 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 certificated 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 as 'n haarkapper verrig nie, tensy—

4.2.1 'n geldige registrasiebewys deur die Raad aan die eienaar of besitter van die besigheid uitgereik is;

4.2.2 hy—

(a) 'n vakleerling of 'n leerlinghaarkapper of 'n minderjarige is soos in hierdie Ooreenkoms omskryf is; of

(b) gekwalifiseer is om oop haarkappery te beoefen; of

(c) as die besigheid waar hy in diens is 'n swart salon is, gekwalifiseer is om swart haarkappery of oop haarkappery te beoefen; of

(d) as die besigheid waar hy in diens is 'n algemene salon is, gekwalifiseer is om algemene haarkappery of oop haarkappery te beoefen.

4.3 Vir die doel van hierdie klousule, en volgens die Sekretaris se keuse, word die huurder van enige bedryfsinrigting, of die persoon wie se naam verskyn op enige handelslisensie wat kragtens enige ordonnansie met betrekking tot enige sodanige besigheid uitgereik is, beskou as die werkgewer van elke werknemer wat in daardie besigheid in diens is, totdat so 'n persoon die teendeel bewys, en elke persoon wat aldus ingevolge hierdie klousule as 'n werkgewer beskou word, is aanspreeklik vir alle verpligtinge van 'n werkgewer ingevolge hierdie Ooreenkoms, ondanks die feit dat hy geen werkgewer is nie, tot tyd en wyl hy bewys lewer dat hy nie 'n werkgewer is nie.

5. AANSOEK OM REGISTRASIE VAN WERKGEWERS EN UITREIKING VAN REGISTRASIEBEWYSE

5.1 Elke werkgewer wat dit nog nie gedoen het nie, moet binne 30 dae vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, en elke werkgewer of voornemende werkgewer wat tot die Haarkappersbedryf toetree, moet by die Raad registreer deur by die Sekretaris van die Raad die volgende besonderhede in te dien, op die vorm voorgeskryf in Bylae B, saam met die voorgeskrewe 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 werknemer, die persoonlike besonderhede wat die Raad vereis,

5.1.5 'n registrasiegeld van R50.

5.2 Vir die doel van hierdie klousule word 'n werkgewer wat in hierdie subklousule bedoel word, hierna "die applikant" genoem.

5.3 In die geval van 'n nie-werkende werkgewer moet die applikant bewys lewer van die aangeleenthede in klousule 4 1.4 bedoel, tot bevrediging van die Sekretaris.

5 4 In die geval van 'n werkende werkgewer moet die applikant bewys lewer van sy nakoming van klousule 4.1 3, tot bevrediging van die Sekretaris.

5.5 Geen werkgewer mag in die Bedryf aanhou werk vir meer as 30 dae vanaf registrasie nie, tensy hy die nodige handelslisensie en/of huurkontrak aan die Raad toon.

5.6 Die vereistes van klousule 4.1.3 moet gedurende die registrasieltydperk nagekom word, en bewys van die voortdurende geldigheid daarvan moet op versoek van die Raad getoon word.

5.7 'n Werkgewer wat reeds voor die datum van inwerkingtreding van hierdie Ooreenkoms die besonderhede wat ingevolge hierdie klousule verlang word, verskaf het, word geag te voldoen het aan die bepalings daarvan en by die Raad geregistreer te wees.

4.2 No persons and/or employees shall perform any act as a hairdresser unless—

4.2.1 a valid registration certificate has been issued by the Council to the owner or proprietor of the business;

4.2.2 he is—

(a) an apprentice 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 hairdressing 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 otherwise 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 Council 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 document;

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 personal 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 contemplated 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 compliance 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 produced 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 particulars 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 lewer, tot bevrediging van die Sekretaris, dat die perseel waarin die besigheid bedryf gaan word—

5.8.1 vir geen ander doeleindes as die verskaffing van toiletdienste gebruik word nie, tensy sulke andere gebruik van die bedryfsinrigting geskei is met 'n muur of mure met geen deure, vensters, openinge of ander middele tot kommunikasie daarmee nie;

5.8.2 nie as 'n opleidingsinrigting gebruik word nie behalwe soos in klousule 6.3 bepaal is;

5.8.3 nie deur die applikant gesamentlik met enige ander persoon gehuur word nie, met uitsondering van 'n vennoot wat betrokke is by die verskaffing van toiletdienste in dieselfde besigheid as sodanige applikant;

5.8.4 nie gehuur word of gehuur sal word of gedeel word of gedeel sal word of beset word of beset sal word nie deur die applikant gesamentlik met enige ander persoon wie se belange nie dieselfde as die belange van die applikant is nie: Met dien verstande dat dit nie in stryd met hierdie klousule 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 besigheidsregistrasie vermeld word, as wat vir hom nodig, raadsaam of wenslik lyk

5.10 Enige aansoek om 'n besigheidsregistrasie moet binne twee maande vanaf die Sekretaris se ontvangs daarvan oorweeg word, en die applikant moet daarna binne een maand skriftelik deur die Sekretaris in kennis gestel word van die aanvaarding of afwysing van die aansoek.

5.11 Met aanvaarding van 'n aansoek om registrasie moet die Sekretaris aan die werkgewer 'n registrasiebewys vir die besigheid uitreik in die vorm voorgeskryf in Bylae C hierby.

5.12 Die bepalings van klousule 4.3 is *mutatis mutandis* op hierdie klousule van toepassing.

5 13 Die bepalings van klousules 7.4, 7.6, 7.7 en 7.8 is *mutatis mutandis* op hierdie klousule van toepassing, behalwe dat enige verwysing na 'n sertifikaat as 'n verwysing na 'n registrasiebewys uitgelê moet word.

5.14 Die registrasiebewys in hierdie klousule bedoel, is vir die daarin genoemde applikant self en mag nie verkoop, verruil, geskenk, oorgedra, afgestaan, toebedeel of verpand word sonder die Raad se toestemming nie.

5.15 ***Appèlprosedure***

Die prosedure vir appèl teen 'n besluit van die Raad is soos volg.

5.15.1 'n Applikant vir 'n besigheidsregistrasie wat hom benadeel voel deur 'n besluit van die Sekretaris as gevolg waarvan sy registrasie geweier is, het die reg om by die Raad te appelleer binne 21 dae vanaf die datum waarop kennis van sodanige weiering ontvang is. Die kennisgewing van appèl moet skriftelik gedoen word en deur die appellant persoonlik geteken wees, en die besluit waarteen geappelleer word en die rede vir appèl moet daarin gespesifiseer word.

5.15.2 Elke appel in klousule 5.22 bedoel, moet deur die Raad verhoor word op sy eersvolgende gewone vergadering nadat kennis geneem is van die appèl, en die appellant moet 'n geleentheid gegee word om persoonlik sy 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.

5.8 The applicant shall produce proof to the satisfaction of the Secretary that the premises in which the business is to be conducted are—

5.8.1 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;

5.8.2 not being used as a training institution other than as provided in clause 6.3;

5.8.3 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;

5.8.4 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 hereto.

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 aggrived 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 5.22 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 voorskryf of maak, insluitende reels betreffende die verteenwoordiging van die appellant, wat vir hom regverdig lyk, óf in die algemeen óf in enige spesifieke geval, en kan enige appèl verwys 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 gespesifiseer in sy opdrag aan die komitee.

5.15.4 Met die verhoor van 'n appèl kan die Raad of die Raad se komitee die besluit waarteen geappeller is, bevestig, verander, varieer of herroep, of dit terugverwys 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 werkgewer '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 werkgewer gebind deur alle bepalings van hierdie Ooreenkoms

5.16 Elke werkgewer op wie hierdie Ooreenkoms van toepassing is maar wat nie ooreenkomstig die bepalings van klousule 5.1 geregistreer is nie, moet die bepalings van hierdie Ooreenkoms nakom.

5.17 Alle aansoeke om registrasie moet gerig word aan die Sekretaris, Nywerheidsraad vir die Haarkappersbedryf (Natal), Posbus 2182, Durban, 4000.

5.18 Elke werkgewer wat tot die Bedryf toetree, moet 'n deposito 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 rekening gedeponeer word en mag deur die Raad belê word in vaste deposito'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 bankrotskap of indien 'n werkgewer se bydraes aan die Raad agterstallig is, word die deposito in klousule 5.18 bedoel, as verbeurd beskou.

5.22 Nieteenstaande die bepalings van klousule 5.18 van hierdie Ooreenkoms, in die geval waar 'n werkgewer se bydrae aan die Raad voortdurend agterstallig is, en genoemde deposito wat ingevolge klousule 5 18 betaal is, verbeur is, is die deposito ooreenkomstig klousule 5.18 R500.

5 23 Met die sluiting of verkoop van die besigheid, en mits alle uitstaande geld betaal is, kan die werkgewer die deposito wat aan die Raad betaal is, van die Raad terugeis 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 werkgewer rente betaal op daardie bedrag of op die kleiner bedrag wat nog onbetaald is, bereken teen die koers van 10 persent per maand of gedeelte daarvan vanaf sodanige 7de dag tot die dag waarop die Raad kontantbetaling 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 werkgewer mag enige perseel gebruik of die gebruik daarvan toelaat nie tensy hulle aan klousule 5.8 voldoen

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 employer 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 werkgewer mag, sonder om die voorafgaande toestemming van die Raad te verkry, veroorsaak of toelaat dat enige perseel of enige gedeelte daarvan waarop hy toiletdienste verskaf het, verhuur of onderverhuur of beset word deur enige persoon met die doel dat so 'n persoon direk of indirek betrokke is by enige werk in die Haarkappersbedryf of die verskaffing van toiletdienste nie. Die Raad kan sy toestemming na goeddunke verleen of weerhou.

6.3 Geen werkgewer mag, sonder om die voorafgaande toestemming van die Raad te verkry, op enige perseel die bedryf van 'n opleidingsinrigting behartig of toelaat dat enige ander persoon, insluitende 'n werknemer, dit behartig gedurende die ure wanneer die saak vir die publiek oop is nie.

6.4 Enige werkgewer wie se perseel op die datum van inwerkingtreding van hierdie Ooreenkoms nie aan die bepalings van hierdie klousule voldoen nie, moet 90 dae hê om te voldoen aan genoemde bepalings nadat hy deur die Sekretaris skriftelik in kennis gestel is om dit te doen.

7. AANSOEK OM EN UITREIKING VAN 'N SERTIFIKAAT OM HAARKAPPERY TE BEOEFEN

7.1 Elke haarkapper wat 'n werkende werkgewer is of 'n werknemer moet, binne die tydperk voorgeskryf in klousule 7.4 en op die wyse voorgeskryf in klousule 7.6 en die vorm voorgeskryf in klousule 7.6.1 by die Raad aansoek doen om 'n sertifikaat om haarkappery te beoefen, en so 'n aansoek moet vergesel gaan van die heffing voorgeskryf in klousule 7.8.

7.2 As die Raad, by ontvangs van 'n aansoek en die heffing bedoel in klousule 7.8 oortuig is dat die applikant aan die vereistes van hierdie Ooreenkoms voldoen, moet die Raad aan die betrokke applikant 'n sertifikaat vir die beoefening van haarkappery uitreik, in die vorm voorgeskryf in Bylae E, en so 'n sertifikaat moet op 'n opvallende plek op die perseel vertoon word.

7.3 Geen sertifikaat om haarkappery te beoefen mag uitgereik word nie tensy en totdat aan die bepalings van hierdie Ooreenkoms voldoen is, en enige sertifikaat om haarkappery te beoefen wat uitgereik is in stryd met die bepalings van hierdie Ooreenkoms, is ongeldig en moet aan die Raad op sy versoek terugbesorg word.

7.4 Elke haarkapper aan wie reeds 'n sertifikaat vir die beoefening van haarkappery 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 werkgewer en/of werknemer wat van plan is om as 'n haarkapper te begin werk in die loop van 'n kalenderjaar, moet by die Raad aansoek doen om aan hom 'n sertifikaat vir die beoefening van haarkappery uit te reik.

7.6 Die voorgeskrewe manier om aansoek te doen om 'n sertifikaat om haarkappery te beoefen is soos volg:

7.6.1 Elke aansoek om registrasie om haarkappery te beoefen moet wees in die vorm soos in Bylae D uiteengesit, en so 'n aansoek moet onder andere die afdeling en kategorie van die Bedryf waarin registrasie verlang word, spesifiseer, asook die bewys wat by klousule 7.2 hiervan vereis word, en vergesel gaan van twee helder identiese ongemonteerde foto's van 60 by 35 millimeter wat die gesig en skouers van die applikant weergee.

7.6.2 Een van die foto's moet soos volg agterop gewaarmerk wees deur 'n landdros, vrederegter of kommissaris van ede:

"Ek verklaar dat dit 'n getroue foto is van .....

Datum .....

Handtekening van landdros, vrederegter of kommissaris van ede .....".

6.2 No employer shall, without obtaining the prior consent of the Council, cause or permit any pr;emises 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 provision of toilet services. The consent of the Council may be given or withheld in its discretion. (287)

6.3 No employer shall, without obtaining the prior consent of the Council, in any premises conduct or permit any other person, including an employee, to conduct the business of a training institution during the hours when the establishment 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 provisions of this clause, shall have 90 days within which to comply with the said provisions after having been given written 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 certificate 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 practise hairdressing in the form prescribed in Annexure E, and such certificate shall be displayed prominently in the business premises.

7.3 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 at its request.

7.4 Every hairdresser to whom a certificate to practise hairdressing has already been issued shall advise the Council 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, identical, 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 Daar is drie afdelings in die Bedryf, naamlik die mansbedryf, die damesbedryf en unisex.

7.6.4 Daar is drie kategoriee binne elke afdeling van die Bedryf, naamlik oop haarkappery, swart haarkappery en algemene haarkappery.

7.6.5 Elke aansoek om die uitreiking van 'n sertifikaat om haarkappery te beoefen moet vergesel gaan van die heffing voorgeskryf in klousule 7.8, wat onder geen omstandighede terugbetaalbaar is nie.

7.6.6 Geen sertifikaat om haarkappery te beoefen sal uitgereik word aan—

(a) enige haarkapper wat nie voldoen nie aan die standaard van opleiding by klousule 8.8 voorgeskryf;

(b) enige haarkapper wat nie die praktiese ondervinding by klousule 8.7 voorgeskryf, het nie.

7.7 ***Terugtrekking en verbeuring van 'n sertifikaat om haarkappery te beoefen:***

7.7.1 Die sertifikaat bly die eiendom van die Raad en moet, op versoek, aan die Raad terugbesorg word of vir inspeksie getoon word, en kan ingetrek word—

(a) as so 'n persoon onderworpe raak aan enige diskwalifikasie in klousule 7.6.6 bedoel;

(b) as so 'n sertifikaat op grond van valse inligting verkry is;

(c) as so 'n sertifikaat nie die seël van die Raad dra nie.

7.7.2 Geen sertifikaat om haarkappery te beoefen word uitgereik nie tensy en totdat aan die bepalings van hierdie Ooreenkoms voldoen is, en enige sertifikaat om haarkappery te beoefen wat in stryd met die bepalings van hierdie Ooreenkoms uitgereik is, is ongeldig en moet aan die Raad terugbesorg word.

7.8 ***Voorgeskrewe heffing:***

7.8.1 Elke aansoek om die uitreiking van 'n sertifikaat om haarkappery te beoefen moet vergesel gaan van 'n heffing van R10, wat onder geen omstandighede terugbetaalbaar is nie.

7.8.2 'n Aansoek deur enige persoon kragtens klousule 7.5 om 'n sertifikaat vir die beoefening van haarkappery moet vergesel gaan van die volle bedrag van die heffing in klousule 7.8.1 bedoel.

7.9 ***Kode op sertifikaat:***

Op elke sertifikaat om haarkappery te beoefen wat deur die Raad uitgereik word, endosseer die Raad een van die volgende kodes, en elke sodanige kode het die betekenis wat daaraan toegewys is, naamlik—

7.9.1 QET beteken dat die houer van die sertifikaat 'n persoon is bedoel in klousule 3.1.18 (a) van die Ooreenkoms;

7.9.2 COTT beteken dat die houer van die sertifikaat 'n persoon is bedoel in klousule 3.1.18 (b) of 3.1 18 (c) van die Ooreenkoms;

7.9.3 QA beteken dat die houer van die sertifikaat 'n persoon is bedoel in klousule 3.1.18 (d) van die Ooreenkoms;

7.9.4 MC beteken dat die houer van die sertifikaat 'n persoon is bedoel in klousule 3.1.18 (e) van die Ooreenkoms;

7.9.5 CQ beteken dat die houer van die sertifikaat 'n persoon is bedoel in klousule 3.1 18 (f) van die Ooreenkoms,

7.9.6 QBE beteken dat die Raad die houer van die sertifikaat vrygestel het van die vereiste om enige kwalifikasie in klousule 3.1.18 bedoel, te behaal, terwyl die status van die houer onveranderd bly, d w.s. as die houer 'n werknemer is, vir so lank as wat hy 'n werknemer bly; as die houer 'n werkgewer is, vir so lank as wat hy sy bestaande besigheid behou en vir so lank daarna as wat hy 'n werkgewer bly,

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. (287)

7.6.5 Every application for the issueing 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 8.8;

(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 CQ 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 beteken dat die houer van die sertifikaat 'n leerlinghaarkapper is, of deur die Raad beskou word as 'n leerlinghaarkapper,

7.9.8 N/W beteken dat die houer van die sertifikaat 'n nie-werkende werkgewer 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 QBE, TH of N/W geendosseer is nie.

7.10 ***Uitwissings of veranderings op registrasiebewyse:***

Die Sekretaris moet enige registrasiebewyse kanselleer wat kragtens klousule 7.2 hiervan uitgereik is en waarop enige uitwissings of veranderings, behalwe dié deur homself, gemaak is.

7.11 ***Vervanging van verlore, beskadigde of vernietigde 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 duplikaatsertifikaat aansoek doen.

7.11.2 Wanneer die registrasiebewys 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 registrasiebewys verlore of vernietig is, moet die aansoek om 'n duplikaatsertifikaat vergesel gaan van die foto's in subklousule 7.6.1 bedoel, asook 'n beedigde verklaring waarin die omstandighede waaronder die sertifikaat verlore geraak het of vernietig is, uiteengesit 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 bepalings van klousule 8.9 mag geen persoon enige daad as 'n haarkapper verrig nie tensy sodanige persoon die eksamen bedoel in klousule 8 6 geslaag het, en 'n sertifikaat om haarkappery 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 haarkappers of voornemende haarkappers, uitsluitende haarkappers (gekwalifiseerd) wat as sodanig deur die Raad erken word.

8.3 Met ingang van *die datum van publikasie van hierdie Ooreenkoms* moet enige persoon wat as 'n haarkapper optree, of van voorneme is om as 'n haarkapper op te tree, die bogemelde eksamen slaag binne 'n tydperk van 12 maande vanaf die uitreikingsdatum van 'n vrystellingsertifikaat aan so 'n persoon om hom daarop geregtig te maak om haarkappery te beoefen; by gebreke daaraan verval sodanige sertifikaat onverwyld en is dit van geen verdere waarde of effek nie, en moet dit onmiddellik deur so 'n persoon aan die Raad terugbesorg word.

8 4 'n Persoon wat die eksamen bedoel in klousule 8.6 nie slaag nie, mag nie by die Raad aansoek doen om aan hom 'n sertifikaat om haarkappery te beoefen uit te reik nie, tot tyd en wyl 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 ***Die eksamen:***

8.6.1 Die eksamen bedoel in klousule 8.1 is, in die dames- en die mansafdeling vir die volgende sertifikate.

(a) In die geval waar 'n persoon aansoek doen om 'n sertifikaat vir oop haarkappery, die bevoegdheidsertifikaat vir oop haarkappery,

7.9.7 TH shall mean that the holder of the certificate is, or is regarded by the Council as being, a trainee hairdresser;

7.9.8 N/W shall mean that the holder of the certificate is a non-working employer, the control and management of whose establishment is vested in a person contemplated in clause 4.1.4 and whose certificate is not endorsed with the code QBE, TH or N/W.

7.10 ***Erasures or alterations to registration certificates:***

The Secretary shall cancel any certificates of registration issued in terms of clause 7.2 hereof on which any erasure or alteration has been made other than by himself.

7.11 ***Replacement of lost, damaged or destroyed registration certificates:***

7.11.1 If a certificate of registration referred to in clause 7.5 has been lost, damaged or destroyed, the person to whom the certificate was issued may apply to the Secretary for a duplicate certificate.

7.11.2 If the registration certificate has been damaged, the application for a duplicate certificate shall be accompanied by the damaged certificate as well as the photographs referred to in clause 7.6.1

7.11.3 If the registration certificate has been lost or destroyed, the application for a duplicate certificate shall be accompanied by the photographs referred to in subclause 7.6 1 as well as a sworn statement setting forth the circumstances under which the certificate was lost or destroyed.

7 11.4 Each application in terms of Clause 7 shall be accompanied by a registration fee as referred to in clause 7.8 hereof.

8. TRAINING REQUIREMENTS

8.1 Subject to the provisions or clause 8.9, no person shall perform any act as a hairdresser unless such person has passed the examination contemplated in clause 8.6 and has been issued with a certificate which entitles him to practise hairdressing.

8.2 This clause shall come into operation on the date of publication of the agreement and shall apply to all hairdressers or prospective hairdressers, excluding hairdressers (qualified), who are recognised as such by the Council.

8.3 Any person who acts or intends to act as a hairdresser *as from the date of publication of this Agreement* shall pass the aforementioned examination within a period of 12 months from date of issue of an exemption certificate to such person entitling him to practise hairdressing, failing which, such certificate shall forwith lapse and be of no further force or effect and shall be returned to the Council by such person immediately.

8.4 A person who fails to pass the examination contemplated in clause 8.6 may not apply to the Council for a certificate to practise hairdressing until such time as such person has passed the said examination.

8.5 The Council may grant exemption in respect of any examination or course for the purposes of compliance with this clause

8.6 ***Examination:***

8.6.1 The examination referred to in 8.1, in both the ladies' and the gentlemen's section, shall be for the following certificates.

(a) In the case of a person applying for a certificate in open hairdressing the certificate of competency in open hairdressing;

(b) in die geval waar 'n persoon aansoek doen om 'n sertifikaat vir swart haarkappery, die bevoegdheidsertifikaat vir swart haarkappery;

(c) in die geval waar 'n persoon aansoek doen om 'n sertifikaat vir algemene haarkappery, die bevoegdheidsertifikaat vir algemene haarkappery.

8.6.2 In die geval waar 'n persoon aansoek doen om 'n sertifikaat vir manshaarkappery, is die bevoegdheidsertifikaat vir manshaarkappery soos volg:

(a) In die kategorie oop haarkappery, vir swart haarkappery en op hare wat nie super gekrul is nie;

(b) in die kategorie swart haarkappery, alleenlik vir swart haarkappery;

(c) in die kategorie algemene haarkappery, alleenlik op hare wat nie super gekrul is nie.

8.6.3 In die dames- en die unisex-afdeling moet bekwaamheid soos volg bewys word:

(a) In die kategorie oop haarkappery, vir swart haarkappery en op hare wat nie super gekrul is nie, in ontspanning, voorversagting, skeermes- en skêrsny, krul en kartel, vaste karteling, dagstyle, kleur, vry stileringsny, blaasstilering, sonstreping en houding: Met dien verstande dat van 'n kandidaat nie verwag mag word nie om meer as die helfte van die eksamenvereistes te demonstreer op hare wat nie super gekrul is nie, en dat 'n kandidaat kan kies om enige besondere vereiste op sulke hare of in swart haarkappery te demonstreer;

(b) in die kategorie swart haarkappery vir swart haarkappery, in chemiese ontspanning (kandidate moet ook in staat wees om die druk- en krul- en/of droogblaas (warm)-metodes te beskryf); chemiese uitwerking op 'n mansmodel, stilering van hare (vry stileringsny), stilering deur te krul en te kartel (uitsluitende knipkrulle en vingerkarteling), krulhervorming (vaste karteling), voorversagting, semivaste kleur van hare, houding en kliëntverhoudings;

(c) in die kategorie, algemene haarkappery, op hare wat nie super gekrul is nie, in skeermes- en skêrsny, krul en kartel, vaste karteling, dagstyle, kleur, vry stileringsny, blaasstilering, sonstreping en houding.

8.6.4 In albei afdelings en in alle kategorieë, haarkappery word van eksamenkandidate verwag om mondelinge vrae te beantwoord wat bedoel is om 'n teoretiese begrip van die grondbeginsels van haarkappery te toon.

8.6.5 'n Komitee moet deur die Raad aangestel word bestaande uit ten minste twee lede, van wie een 'n werkgewer en een 'n werknemer moet wees, wat die eksamens bedoel in klousule 8.6 moet behartig en aanbevelings aan die Raad moet maak betreffende die uitreiking van bevoegdheidsertifikate

8.6.6 Telkens as 'n werkgewer of 'n werknemer aansoek doen om enige eksamen in klousule 8.6.1 bedoel af te lê ten einde 'n bevoegdheidsertifikaat te verwerf, moet hy saam met so 'n aansoek 'n bedrag, soos van tyd tot tyd deur die Raad voorgeskryf word, aan die Sekretaris voorlê Die Sekretaris moet, sodra daar vyf kandidate vir die betrokke eksamen is, die applikant vra om hom aan die eksamen te onderwerp en die datum en tyd en plek van die eksamen bepaal

8.6 7 Enige applikant wat so 'n eksamen moet aflê en wat nie opdaag op die bepaalde dag en tyd en plek nie, verbeur die eksamengeld.

8 6.8 Enige kandidaat vir 'n eksamen wat die deur die Raad aangestelde eksaminators bevredig oor sy bevoegdheid in die kategorie van haarkappery waarop die eksamen betrekking het, is geregtig om 'n bevoegdheidsertifikaat in daardie kategorie van die Raad te verkry.

(b) in the case of a person applying for a certificate in black hairdressing, the certificate of competency in black hairdressing;

(c) in the case of a person applying for a certificate in general hairdressing, the certificate of competency in general hairdressing.

8.6.2 In the case of a person applying for a certificate in gentelemen's hairdressing, the certificate of competency in gentlemen's hairdressing shall be as follows:

(a) In the open hairdressing category, in both black hair dressing and on hair which is not super curly,

(b) in the black hairdressing category, in black hairdressing only;

(c) in the general hairdressing category, only on hair which is not super curly.

8.6.3 In the ladies' and the unisex sections proficiency shall be demonstrated as follows:

(a) In the open hairdressing category, in both black hairdressng and on hair which is not super curly, in relaxing, pre-softening, razor and scissors cutting, curling and waving, permanent waving, day styling, tinting, free cutting, blow styling, highlighting and deportment Provided that a candidate shall not be required to demonstrate more than half the examination requirements on hair which is not super curly, and may elect whether to demonstrate any particular requirement on such hair or in black hairdressing;

(b) in the black hairdressing category, in black hairdressing, in chemical relaxing (candidates shall also be able to describe the pressing and curling and/or blow drying (thermal) methods; chemical blow out on a male model, shaping hair (free cutting), styling by curling and waving (excluding pin curls and finger waving), curl reformation (permanent waving), and pre-softening, semipermanent colouring of hair, deportment and client relations;

(c) in the general hairdressing category, on hair which is not super curly, in razor and scissors cutting, curling and waving, permanent waving, day styling, tinting, free cutting, blow styling, high-lighting and deportment.

8.6.4 In both sections and in all hairdressing categories, examination candidates shall be expected to answer oral questions aimed at showing a theoretical grasp of the fundamental principles of hairdressing.

8.6.5 A committee shall be appointed by the Council, consisting of at least two members, one of whom shall be an employer and one of whom shall be an employee, who shall conduct the examinations referred to in clause 8.6 and shall make recommendations to the Council as to the issuing of certificates of competency.

8.6.6 Whenever an employer or an employee applies to take any examination referred to in clause 8 6.1 for a certificate of competency, he shall forward together with such application a sum, as prescribed by the Council from time to time, to the Secretary, who shall, as soon as there are five candidates for the examination in question, ask the applicant to submit himself for examination and shall appoint the date and time and place for the conducting of the examination

8.6.7 Any applicant required to take such examination who fails to attend on the appointed day and time and at the appointed place, shall forfeit the examination fee.

8.6.8 Any candidate for an examination who satisfies the examiners appointed by the Council as to his competency in the category of hairdressing to which the examination relates, shall be entitled to be issued with a certificate of competency in that category by the Council

8.6 9 Nieteenstaande die bepalings van klousule 8.2, as die Raad eksamens vir bevoegdheidsertifikate gehou het te enige tyd voor die datum van publikasie van hierdie Ooreenkoms, is enige sertifikaat wat voor daardie datum uitgereik is, net so geldig en doeltreffend asof dit na daardie datum uitgereik is.

8.7 ***Voorgeskrewe praktiese ondervinding vir die eksamen:***

Geen persoon is geregtig om tot die eksamen bedoel in klousule 8.6, toegelaat te word nie, tensy 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 haarkappery, 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 haarkappery, 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 haarkappery, twee jaar praktiese ondervinding het as 'n leerling in 'n algemene salon.

8.8 ***Voorgeskrewe opvoedkundige standaard en bywoning van 'n opleidingsinrigting:***

8.8.1 Geen persoon is geregtig om as 'n kandidaat toegelaat te word nie vir enige eksamen in klousule 8 6 bedoel, tensy hy in staat is om die Raad te bevredig dat hy standerd 8 geslaag het of dat hy bevoeg is en 'n erkende kursus by 'n erkende opleidingsinrigting gevolg het.

8.8.2 Enige opleidingsinrigting mag, nadat hy die Raad bevredig het dat hy—

(a) voldoende belig en geventileer is en voorsien is van 'n voldoende voorraad warm en koue lopende water;

(b) toegerus is met geglasuurde wasbakke met afvoerpype en 'n stelsel vir die onskadelike verwydering van afvalwater;

(c) gebou is van vloer- en muurmateriaal wat die skoonhou daarvan moontlik maak;

(d) toegerus is met rakke, toebehore of ander vaste uitrusting wat gemaak is van glas, marmer of leiklip, of afgewerk is met emalje, of bedek is met sink of 'n ander duursame materiaal wat maklik skoongemaak kan word;

(e) voldoende uitgerus is met toiletbenodigdhede wat hom in staat sal stel om opleidingsfasiliteite van 'n redelike standaard te verskaf vir ten minste vyf studente in prakties en teoreties;

(f) nie gebruik word vir enige ander doel behalwe as vir 'n opleidingsinrigting nie, tensy sulke andere gebruike van die bedryf geskei is met 'n muur of mure met geen deure, vensters, openinge of ander middele van kommunikasie daarmee nie;

(g) nie gebruik word as 'n bedryf vir die verskaffing van toiletdienste nie benalwe soos na-ure verskaf word;

(h) nie deur die applikant gesamentlik met enige ander persoon gehuur word nie, met uitsondering van 'n vennoot wat by die verskaffing van opleiding in dieselfde besigheid as die applikant betrokke is;

(i) nie gehuur word of gehuur sal word of gedeel word of gedeel sal word of beset word of beset sal word nie deur die applikant gesamentlik met enige ander persoon wie se belange nie dieselfde as die belange van die applikant is nie: Met dien verstande dat dit nie in stryd met hierdie klousule is nie as die applikant 'n vennoot van enige sulke ander persoon is en hulle belang in die vennootskap nie gelyk is nie;

(j) van geskikte gekwalifiseerde opleidingspersoneel voorsien is en opleiding en onderrig verskaf van 'n standaard eweredig aan die eksamenvereistes in klousule 8.6 bedoel of enige ander vereistes;

8.6.9 Notwithstanding the provisions of clause 8.2, if the Council has conducted examinations for certificates of competency at any time prior to the date of publication of this Agreement, any certificate issued before that date shall be as valid and effectual as if it had been issued after that date

8.7 ***Prescribed practical experience for examination:***

No person shall be entitled to be admitted to the examination contemplated in clause 8.6 unless he is able to satisfy the Council that he has—

8.7.1 in the case of a candidate for an examination in open hairdressing, had three years' practical experience as a trainee in an open salon;

8.7.2 in the case of a candidate for an examination in black hairdressing, had two years' practical experience as a trainee in a black salon;

8.7.3 in the case of a candidate for an examination in general hairdressing, had two years' practical experience as a trainee in a general salon.

8.8 ***Prescribed educational standard and attendance at a training institution:***

8.8.1 No person shall be entitled to be admitted as a candidate for any examination referred to in clause 8.6 unless he is able to satisfy the Council that he has passed Standard 8 or that he is competent and has attended an approved course at an approved training institution.

8.8.2 Any training institution may, on satisfying the Council that it is—

(a) adequately lighted and ventilated and provided with an adequate supply of hot and cold running water;

(b) fitted with glazed wash basins with waste pipes and a system for the innocuous disposal of waste water;

(c) constructed of floor and wall material which will permit its being kept clean;

(d) fitted with shelves, fittings or other fixtures which are made of glass, marble or slate, or finished with enamel, or covered with zinc or other durable material which can readily be cleaned;

(e) adequately equipped with such toilet requisites as will enable it to provide training facilities of a reasonable standard for at least five students in both practice and theory,

(f) not being used for any purpose other than as a training institution 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;

(g) not being used as an establishment for the provision of toilet services other than as provided after hours;

(h) not being leased by the applicant jointly with any other person save a partner who is engaged in the provision of training in the same business as the applicant,

(i) 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 of any such other person and their interest in the partnership is not equal;

(j) staffed by suitably qualified training staff and provides training and tuition of a standard commensurate with the requirements of the examinations referred to in clause 8.6 or any other requirements;

(k) ook is vir inspeksie deur persone wat deur die Raad aangestel is met die doel om te verseker dat die standaard van die aangeleenthede bedoel in klousule 8.8.2 gehandhaaf word;

en by betaling van 'n voorgeskrewe registrasiegeld, by die Raad geregistreer word as 'n erkende opleidingsinrigting vir so lank as wat dit aan klousule 8.8.2 voldoen, en die opleidingskursusse 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 kontraktueel bind aan die Raad op so 'n wyse dat geen sodanige inrigting—

(a) sonder om die voorafgaande toestemming van die Raad te verkry, dit sal bewerkstellig of toelaat dat enige opleidingsinrigting of enige gedeelte daarvan waarin opleiding geskied, 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 toiletdienste, welke toestemming van die Raad na goeddunke gegee of weerhou kan word, en sonder om enige rede daarvoor te verstrek;

(b) met die oog op wins enige toiletdienste sal verrig of verskaf in of vanuit die opleidingsinrigting behalwe in die loop van opleiding;

(c) sonder om die voorafgaande toestemming van die Raad te verkry, in enige advertensie voorstel of insinueer 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 se mening enige reklamemateriaal, wat deur die opleidingsinrigting laat publiseer is of toegelaat is om gepubliseer te word, strydig is met die gees van hierdie bepalings, kan die Raad, nadat hy die betrokke opleidingsinrigting 'n geleentheid gegun het om sy saak te verduidelik, die registrasie van sodanige inrigting opskort of kanselleer, óf vir 'n spesifieke tydperk óf permanent.

8.8.4 Nieteenstaande die bepalings van klousule 8.8.2 kan die Raad enige opleidingsinrigting as 'n erkende opleidingsinrigting aandui en enige kursus wat deur sodanige inrigting aangebied word, as 'n goedgekeurde opleidingskursus aandui. Geen opvoedkundige inrigting soos omskryf in die WMO word verplig om die registrasiegeld in klousule 8.8.2 bedoel, te betaal nie.

8.9 ***Vrystellings:***

8.9.1 'n Haarkapper (gekwalifiseerd) is nie onderhewig aan die bepalings van klousules 8.6, 8.7 en 8 8 nie, maar die Raad kan bewyse tot die Raad se tevredenheid vereis dat hy 'n haarkapper (gekwalifiseerd) is.

8.9.2 Die Raad kan, op aansoek en om goeie redes, enige persoon vrystel van die bepalings van klousules 8.6, 8.7 en 8.8.

9. WERKSEKERHEID

9.1 Geen werkgewer mag enige werknemer as 'n haarkapper in diens neem nie behalwe ooreenkomstig hierdie Ooreenkoms.

9.2 'n Werkgewer mag nie toiletdienste in 'n bedryfsinrigting verskaf nie, en mag nie verwag of toelaat dat enige persoon dit verskaf nie, tensy so 'n werkgewer of persoon 'n gekwalifiseerde haarkapper, 'n vakleerling, 'n minderjarige, 'n leerlinghaarkapper, 'n sjampoeis of 'n manikuris en/of 'n skoonheidskundige is.

9.3 Die enigste werk of toiletdienste wat uitgevoer of verskaf mag word in 'n bedryfsinrigting deur—

9.3.1 'n manikuris 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 maintained;

and on payment of a prescribed registration fee, be registered by the Council as an approved training institution for as long as it complies with clause 8 8 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.

8.8.3 Every training institution which applies to the Council for registration as contemplated in clause 8 8.2 shall contractually 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 person's engaging in any work directly or indirectly connected 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 affording the training institution concerned an opportunity to explain its case, suspend or cancel the registration of such institution either for a specified period or permanently.

8.8.4 Notwithstanding the provisions of clause 8.8.2, the Council may designate any training institution as an approved 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 8.8.2.

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 (qualified).

8.9.2 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 hairdresser 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 culturist.

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;

9.3.2 'n sjampoeis, moet wees soos in klousule 3.1.36 uiteengesit is;

9.3.3 'n algemene assistent, moet wees soos in klousule 3.1.14 uiteengesit is;

9.3.4 'n ontvangsdame en/of telefoniste, moet wees soos in klousule 3.1.33 uiteengesit is.

9.4 Behalwe in die mate soos in klousule 9.5 bepaal, mag geen werkgewer 'n leerlinghaarkapper in diens neem nie, behalwe volgens 'n opleidingskontrak van twee jaar vir die kategorie swart of algemene haarkappery, en drie jaar vir die kategorie oop haarkappery, wat—

9.4 1 nie geldig is nie tensy dit skriftelik en persoonlik geteken is deur die werkgewer en die werknemer;

9 4.2 in die vorm is wat in Bylae 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 waarop dit gesluit is;

9.4.4 op aansoek by die Raad en om goeie redes deur die Raad verleng kan word op die bedinge en voorwaardes wat die Raad goedvind.

9.5 Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms moet enige werknemer wat sou kwalifiseer om 'n leerlinghaarkapper te wees as dit nie was vir die feit dat daar geen opleidingskontrak soos in klousule 9 4 bedoel bestaan nie, as daardie werknemer ononderbroke in die Haarkappersbedryf in diens was vir 'n tydperk van 12 maande vrygestel word van die vereistes vir 'n sertifikaat om haarkappery te beoefen in enige kategorie, en sodanige werknemer en sy werkgewer moet daarna onverwyld aan die bepalings van klousule 9.4 voldoen.

9.6 'n Werkgewer en/of werknemer en/of voornemende werknemer mag nie 'n premie vir die opleiding van enige persoon in toiletdienste eis of aanvaar nie, en 'n werknemer mag dit nie gee of betaal nie: Met dien verstande dat niks hierin vervat van toepassing is met betrekking tot 'n opleidingskema of opleidingsheffings waartoe die werkgewer wetlik moet bydra nie.

9.7 'n Werkgewer mag niemand onder die ouderdom van 16 jaar in diens neem nie, en geen minderjarige mag in enige hoedanigheid hoegenaamd in diens geneem word nie, behalwe vir die proeftyd ooreenkomstig die bepalings van die WMO in die Bedryf en teen die loonskaal soos in hierdie Ooreenkoms voorgeskryf.

9.8 Los werknemers mag in diens geneem word slegs om werknemers of werkende werkgewers of vennote te vervang wat tydelik afwesig of met siekteverlof of geleentheidsverlof is.

9.9 Deeltydse werk, behalwe soos in klousule 9.8 bepaal, word nie sonder vrystelling van die Raad toegelaat nie.

9.10 Indien 'n vakleerling 'n kwalifiserende vaktoets slaag met die gevolg dat sy vakleerlingkontrak ooreenkomstig die WMO/ITB as beeindig beskou word, word so 'n werknemer 'n haarkapper (gekwalifiseerd).

9.11 Geen werkgewer mag 'n haarkapper in diens neem nie sonder dat daardie haarkapper 'n geldige sertifikaat om haarkappery te beoefen aan hom toon.

9.12 Die sertifikaat om haarkappery te beoefen van elke haarkapper in 'n bedryfsinrigting moet op 'n opvallende plek daarin vertoon word.

9.13 Die registrasiebewys bedoel in klousule 5.8 moet op 'n opvallende plek in die bedryfsinrigting waarop dit betrekking het, vertoon word.

9.14 Elke werkgewer moet maandeliks, op die vorm voorgeskryf in Bylae A, die volle name weergee van alle persone in diens, insluitende minderjariges en vakleerlinge.

9.3.2 a shampooist, shall be that referred to in clause 3.1.36;

9.3.3 a general assistant, shall be that referred to in clause 3.1.14;

9.3.4 a receptionist and/or telephonist, shall be that referred to in clause 3.1.33.

9.4 Save to the extent provided in clause 9.5, no employer shall employ a trainee hairdresser except under a training contract, which shall be for two years in the black or general hairdressing category and for three years in the open hairdressing category and which—

9.4.1 shall not be valid unless it is in writing and signed personally by the employer and the employee;

9.4.2 shall be in the form prescribed in Annexure F hereto;

9.4.3 shall be concluded within 14 days from the date of commencement of employment of the employee concerned and shall be forwarded to the Secretary of the Council under registered cover for registration within 14 days from the date of its conclusion;

9.4.4 may on application to the Council and for good cause shown be extended by the Council upon such terms and conditions as the Council may deem fit.

9.5 At the date of the coming into force of this Agreement any employee who would qualify to be a trainee hairdresser but for the fact that no such training contract exists as is referred to in clause 9.4, if that employee has been continuously employed in the Hairdressing Trade for a period of 12 months, shall be exempt from the requirements for a certificate to practise hairdressing in any category, and such employee and his employer shall forthwith thereafter comply with the provisions of clause 9.4.

9.6 An employer and/or employee and/or prospective employee shall not require or accept, and an employee shall not give or pay, a premium for the training of any person in toilet services: Proviced that nothing herein contain shall apply in respect of a training scheme or training levies to which the employer is legally required to contribute.

9.7 An employer shall not employ any person under the age of 16 years, nor shall any minor be employed in any capacity whatsoever, except for the probationary period in terms of the provisions of the MTA in the Trade and at the rate of wages prescribed.

9.8 Casual employees shall only be employed to replace employees or working employers or partners who are temporarily absent or absent on sick or occasional leave

9.9 Part-time employment, save as provided in clause 9.8, shall not be permitted without an exemption from the Council.

9.10 Should an apprentice pass a qualifying trade test and his contract of apprenticeship in consequence, in terms of the MTA/ITB, be deemed to have been terminated, such an employee becomes a hairdresser (qualified).

9.11 No employer shall employ a hairdresser without the production to him by that hairdresser of a valid certificate to practise hairdressing.

9.12 The certificate to practise hairdressing of every hairdresser in an establishment shall be prominently displayed therein.

9.13 The registration certificate referred to in clause 5.8 shall be prominently displayed in the establishment to which it relates.

9.14 Every employer shall disclose on the form prescribed in Annexure A hereto, monthly, the full names of all persons employed, including minors and apprentices.

9.15 Elke werkgewer moet op die voorgeskrewe maandelikse opgawe enige werknemerindiensnemings en/of diensbeeindigings toon.

9.15.1 Totdat sulke mededelings gemaak is, bly die werkgewer verantwoordelik vir alle betalings aan die Raad soos in die Ooreenkoms gespesifiseer of soos in die opgawe vervat.

9.15 2 Sulke mededelings moet op die maandelikse opgawevorm gemaak word van die maand onmiddellik voor sodanige werknemersverandering, skriftelik aan die Sekretaris van die Nywerheidsraad, Posbus 2182, Durban, 4000, binne sewe dae vandat enige sulke werknemersveranderinge plaasgevind het.

9.16 Nieteenstaande die bepalings van klousule 9 10 en vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, mag niemand wat nie dan as 'n sjampoeïs in diens is nie, as 'n sjampoeis deur enige werkgewer in diens geneem word nie tensy so 'n persoon vir ten minse een jaar in die onmiddellik voorafgaande drie jaar ononderbroke as 'n sjampoeis in diens was en daardie feit bevestig word deur die Raad se rekords. 'n Sertifikaat onderteken deur die dienende Sekretaris van die Raad, of sy behoorlik gemagtigde afgevaardigde, wat die tydperk weergee van hoe lank elke persoon as 'n sjampoeis in diens was volgens die rekords van die Raad, is afdoende bewys van die feite wat daarin weergegee word en dit is nie nodig om die hoedanigheid van die ondertekenaar van so 'n sertifikaat te bewys nie.

10. KOMMISSIE-OOREENKOMS

10 1 'n Werkgewer mag met sy werknemer ooreenkom, benewens oor die voorgeskrewe loon vir so 'n werknemer volgens klousule 11, oor die kommissie op die waarde van die werk wat verrig is en/of verkope van toiletbenodigdhede deur so 'n werknemer (hierna 'n "kommissie-ooreenkoms" genoem).

10.2 Geen kommissie-ooreenkoms wat aangegaan is na die inwerkingtreding van hierdie Ooreenkoms is geldig nie tensy dit op skrif en persoonlik deur die werkgewer en die werknemer geteken is 'n Kommissie-ooreenkoms moet die volgende besonderhede insluit

10.2 1 Die identiteit van die partye en die basiese loon waaroor ooreengekom is, in die geval waar so 'n basiese loon hoer as die voorgeskrewe loon is;

10.2 2 die kommissiekoers waarop ooreengekom is en die voorwaardes van geregtigheid,

10.2.3 die dag van die week of maand wanneer die kommissie wat verdien is, verskuldig en betaalbaar is,

10.2.4 die kennisgewingtydperk, wat nie minder as een week mag wees nie en wat skriftelik gedoen moet word, wat deur die werkgewer of sy werknemer gegee moet word vir die kansellering of die onderhandeling van die wysiging van die voorwaardes waaronder die kommissie betaalbaar is.

Kommissie wat betaalbaar is ooreenkomstig hierdie klousule, moet in die loonboek op dieselfde wyse aangeteken word as lone wat betaalbaar is ooreenkomstig klousule 11.

10 2.5 So 'n kommissie-ooreenkoms moet deur die betrokke partye voor twee getuies geteken word, binne 30 dae vanaf aanvang van diens.

10.3 Elke werkgewer moet binne drie dae vandat hy versoek word om dit te doen—

(a) deur 'n werknemer wat 'n kommissie-ooreenkoms aangegaan het met so 'n werkgewer,

(b) deur die Sekretaris of 'n agent van die Raad,

aan enige sodanige persoon wat dit versoek, 'n kopie daarvan verskaf

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 certificate under the hand of the Secretary, for the time being, of the Council or his duly authorised 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;

10.22 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-ooreenkoms mag in die vorm soos uitleengesit in Bylae G wees, of in 'n vorm wat wesenlik dieselfde is.

11. BETALING VAN LONE

11.1 Geen lone laer as die onderstaande mag deur 'n werkgewer betaal en deur 'n werknemer aanvaar word nie:

KODE
QET— Voltooide vakleerlingkontrak (tydsverloop).
COTT— Vorige vaktoets—Vaktoetssertifikaat.
CC— Raadbevoegdheidsertifikaat.
MC— Meestersertifikaat.
COH— Sertifikaat vir oop haarkappery
CE— Vrygestel deur Raad—Raadvrystelling.
TH— Leerlinghaarkapper
NW— Nie-werkende werkgewer.

* Behoudens 'n bywoningstoelae van R15 per maand.

Werknemer	Loon per maand
Haarkapper (gekwalifiseerd) met kode QET, CC of COH:	
Eerste jaar na kwalifikasie	720,00
Daarna	840,00
Haarkapper (gekwalifiseerd) met kode COTT of MC:	
Eerste jaar na kwalifikasie	780,00
Daarna	960,00
Haarkapper met sertifikaat om haarkappery te beoefen, kode CE.	
Gedurende eerste jaar:	
Oop haarkappery	630,00
Swart haarkappery	600,00
Algemene haarkappery	600,00
Daarna:	
Oop haarkappery	700,00
Swart haarkappery	630,00
Algemene haarkappery	630,00
Leerlinghaarkapper met kode TH:	
Eerste jaar	360,00
Tweede jaar	420,00
Derde jaar	480,00
Manikuris en/of **skoonheidskundige:**	
Eerste ses maande ondervinding	360,00
Tweede ses maande ondervinding	420,00
Daarna	540,00
Ontvangsdame en/of **telefoniste**	575,00
Sjampoeïs*	
Eerste jaar: As 'n leerling	345,00
Daarna	465,00
Algemene assistent	360,00
Los werknemer	Per dag 37,00

NOTA: 'n Leerlinghaarkapper is nie 'n vakleerling nie, maar is iemand bo die ouderdom van 21 jaar wat nie 'n vakleerlingkontrak ooreenkomstig die WMO/ITB aangegaan het nie

Deeltydse werknemer: 60 persent van die gespesifiseerde bedrag vir die kategorie waarin die werknemer werksaam is

11.2 ***Bywoningstoelae:***

Aan elke sjampoeis en elke leerlingsjampoeïs moet daar 'n bywoningstoelae van R15 per maand betaal word vir elke maand wat die werknemer nie van die werk afwesig was nie. Hierdie toelae moet saam met sy ander besoldiging betaal word en is nie van toepassing op oortydwerk nie: Met dien verstande dat indien so 'n werknemer nie die volle aantal ure, soos voorgeskryf in die Ooreenkoms, werk nie, die toelae nie vir enige aantal ure gewerk betaal moet word nie

10.4 A commislsion agreement may be in the form set out in Annexure G hereto or in a substantially similar form.

11. PAYMENT OF WAGES

11 1 No employer shall pay and no employee shall accept wages at rates lower than the following:

CODE
QET— Completed contract of apprenticeship (effluxation time).
COTT— Passed trade test—Certificate of trade test.
CC— Council certificate of competency.
MC— Master certificate.
COH— Certificate in open hairdressing.
CE— Exempted by Council—Council exemption
TH— Trainee hairdresser.
NW— Non-working employer.

* Subject to attendance allowance of R15 per month.

Employee	Wage per month
Hairdresser (qualified) with code QET, CC or COH:	
First year after qualifying	720,00
Thereafter	840,00
Hairdresser (qualified) with code COTT or MC:	
First year after qualifying	780,00
Thereafter	960,00
Hairdresser with certificate to practice hairdressing, code CE	
During first year:	
Open hairdressing	630,00
Black hairdressing	600,00
General hairdressing	600,00
Thereafter:	
Open hairdressing	700,00
Black hairdressing	630,00
General hairdressing	630,00
Trainee hairdresser with code TH:	
First year	360,00
Second year	420,00
Third year	480,00
Manicurist and/or **beauty culturist:**	
First six months of experience	360,00
Second six months of experience	420,00
Thereafter	540,00
Receptionist and/or **telephonist**	575,00
Shampooist*	
First year. As a learner	345,00
Thereafter	465,00
General assistant	360,00
Casual employee	Per day 37,00

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 ***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 other 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 weekliks of maandeliks betaal word, na gelang van die geval. Lone wat weekliks betaal word, moet op die Saterdag van elke week nie later as 12:00 betaal word nie. As 'n werknemer maandeliks 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 bepaalde maand nie 'n besigheidsdag wees nie, sulke lone op die besigheidsdag onmiddellik voor so 'n dag betaal moet word.

11.3.1 Wanneer 'n werknemer se diens voor die gebruiklike betaaldag eindig, moet lone onmiddellik met sulke beëindiging betaal word. Alle verskuldigde verdienste moet in 'n geslote koevert 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 oortyd, kommissietoelae en elke aftrekking aandui. 'n Los werknemer moet die besoldiging, wat hom toekom, met die beëindiging van elke dienskontrak betaal word.

(b) Betaling van lone moet geskied op die plek waar die werknemer werklik betrokke of werksaam is ten tyde van loonbetaling.

11.3.2 Niks in klousule 11.1 mag 'n vermindering van die loon teweegbring wat 'n werknemer ontvang het op die datum van inwerkingtreding van hierdie Ooreenkoms terwyl so 'n werknemer by dieselfde werkgewer in diens bly.

11.4 ***Gemagtigde aftrekkings:***

Hoegenaamd geen aftrekkings mag gemaak word van die bedrag wat 'n werknemer toekom nie, buiten die volgende:

11.4.1 Behalwe soos bepaal in klousule 14, wanneer 'n werknemer van die werk afwesig nie in opdrag of op versoek van sy werkgewer nie, 'n *pro rata*-bedrag vir die tydperk van sulke afwesigheid.

11.4.2 Bydraes tot die Raad se fondse ooreenkomstig klousule 17.1 van hierdie Ooreenkoms.

11.4.3 Enige bedrag wat 'n werkgewer ooreenkomstig enige wet of op las van enige bevoegde hof wettig mag of moet aftrek.

11.4.4 Ledegelde en heffings aan die Natalse Tak van die South African 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 haarkapper by 'n werkgewer in diens is, deur daardie werkgewer die lone betaal word waartoe 'n haarkapper (gekwalifiseerd) geregtig is en so 'n werknemer moet as 'n haarkapper (gekwalifiseerd) beskou word.

11.6 Telkens as 'n voorskot of lening op versoek van die werknemer deur die werkgewer gegee word, mag die werkgewer, by ontvangs van 'n aftrekorder 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 lening of voorskot ten volle terugbetaal is, is die werkgewer geregtig om die verskuldigde 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 appelleer teen so 'n besluit en die Raad mag, nadat hy so 'n besluit oorweeg het, daardie besluit bevestig of 'n ander besluit gee soos wat na sy mening gegee moes gewees het in sodanige geval.

11.3 ***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 per cent 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. WERKURE EN BETALING VIR OORTYD EN WERK OP SONDAE EN OPENBARE VAKANSIEDAE

12.1 Geen werkgewer mag werk, of van 'n werknemer vereis of hom toelaat om te werk, vir meer as 46 uur gedurende enige week van ses werkdae nie, behalwe soos in klousule 12.9 hiervan bepaal

12.2 Die werkdae en gewone daaglikse werkure moet volgens die onderstaande skedule wees, met 'n pouse van een uur vir middagete wat tussen 11:30 en 14:30 op Maandae tot en met Vrydae geneem moet word: Met dien verstande dat 'n werkgewer nie van 'n werknemer mag vereis of hom mag toelaat om op enige dag meer as vyf uur ononderbroke te werk nie sonder 'n pouse van ten minste een uur, waartydens geen werk verrig mag word nie, en so 'n pouse mag nie as deel van die gewone werkure beskou word nie.

12.3 Enige tydperk van werk wat onderbreek word deur pouses van minder as een uur, moet as ononderbroke beskou word.

SKEDULE

Maandae, Dinsdae, Woensdae, Donderdae, Vrydae: Werkure mag nie agt in 'n 24-uurtydperk oorskry nie

Saterdae: Werkure mag nie ses in 'n 24-uurtydperk oorskry nie

12.4 ***Werkure moet agtereenvolgend wees:***

Alle werkure van 'n werknemer moet agtereenvolgend wees, behalwe etenspouses.

12.5 Alle werknemers moet 'n pouse van ten minste een uur vir etenstyd vir elke werkdag toegelaat word: Met dien verstande dat in plaas van 'n etenspouse, 'n werkgewer en sy werknemer mag ooreenkom dat die werknemer die tyd sal afneem soos wat wedersyds aanvaarbaar is, en sulke tyd moet as gewone werkure beskou word.

12.6 Nieteenstaande klousule 12.5, in die geval waar 'n openbare vakansiedag gedurende die week voorkom, mag alle opgelope tyd kragtens klousule 12.5 soos volg geneem word:

12.6.1 Die werknemer kan teen die voorgeskrewe oortydloon betaal word vir alle ure wat kragtens klousule 12 6 gewerk is.

12.6.2 Die werknemer kan normale etenspouses neem van ten minste een uur per dag.

12.7 Geen werknemer mag enige haarkapperswerk buite die ure in klousule 12 3 bepaal, onderneem of uitvoer nie.

12.8 Ingesluit in die werkure van 'n werknemer wat 'n leerlinghaarkapper is, is enige tyd wat hy van die werk afwesig is vir die doel van—

(a) bywoning, soos deur die Raad vereis word, van 'n opleidingsinrigting goedgekeur deur die Raad;

(b) bywoning van enige eksamen deur die Raad aangewys, as sulke bywoning val op 'n dag wat nie 'n Sondag of openbare vakansiedag is nie.

12.9 ***Oortyd:***

Alle ure wat meer as die gewone weeklikse ure, soos in die bogemelde Skedule voorgeskryf, gewerk is, moet as oortyd beskou word, en enige gedeelte van 'n uur moet as een uur beskou word.

12.9.1 *Betaling vir alle oortyd gewerk insluitende werk op Sondae en/of openbare vakansiedae:* 'n Werkgewer moet sy werknemer, ten opsigte van elke uur oortyd gewerk deur so 'n werknemer, betaal teen 'n koers van die minder nie as een en 'n halwe (1,5) keer sy voorgeskrewe basiese uurloon. Sodanige uurloon moet soos volg bereken word:

Stap 1:

Voorgeskrewe maandelikse basiese loon gedeel deur 4 en 'n derde (4,33).

$$= \frac{\text{Voorgeskrewe Basiese Loon}}{4,33}$$

= Voorgeskrewe weekloon

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 46 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, Tuesday, 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 12.3.

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 each hour of overtime worked by such employee at a rate of not less than one and a half (1,5) times his 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).

$$= \frac{\text{Prescribed Basic Rate}}{4,33}$$

= Prescribed weekly wage.

Stap 2:

Voorgeskrewe weekloon gedeel deur 46:

= $\frac{\text{Voorgeskrewe Weeklikse Loon}}{46}$

= Uurloon.

Stap 3:

Totale oortydure gewerk × 1,5 × uurloon:

= *Oortydloon.*

12.10 ***Openbare vakansiedae:***

Telkens as 'n werkgewer van 'n werknemer vereis of hom toelaat om op 'n openbare vakansiedag te werk, moet die werkgewer, behalwe soos in klousule 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 Nieteenstaande die bepalings van klousule 12.9, wanneer in een week 'n werknemer van die werk afwesig is tydens enige of alle gewone werkure soos in klousule 12.2 hiervan voorgeskryf, moet sulke gewone ure wat nie deur die werknemer gewerk is nie, van die voorgeskrewe basiese loon of enige oortydure wat gewerk is afgetrek word, en die 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 sulke 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 die werk afwesig is met die toestemming van sy werkgewer of afwesig is weens siekte, die bepalings van hierdie subklousule 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 werkgewer 'n mediese sertifikaat van 'n werknemer mag vereis as bewys van sy rede vir afwesigheid;

(d) enige werknemer wat hom veronreg voel deur die toepassing van enige van die bepalings van subklousule 12,11 op hom, by die Raad kan appelleer teen die besluit wat die werkgewer op hom toegepas het, en die Raad mag, nadat hy enige redes oorweeg het wat vir so 'n besluit ingelewer is, 'n besluit gee wat na sy mening gegee moes gewees het in sodanige geval.

12.12 ***Beperking van oortyd:***

12.12.1 Geen werkgewer mag 'n werknemer toelaat om meer as 10 uur oortyd in een week te werk nie.

12.12.2 'n Werkgewer 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 Ingevolge artikel 57 (1) van die Wet moet elke werkgewer, met betrekking tot alle persone by hom in diens, te alle tyde aantekeninge hou van alle—

(a) lone betaal;

(b) kommissie betaal;

(c) tyd gewerk;

(d) oortyd gewerk; en

(e) aftrekkings.

Step 2: (287) (~~285~~)

Prescribed weekly wage divided by 46:

= $\frac{\text{Prescribed Weekly Wage}}{46}$

= hourly rate

Step 3:

Total overtime hours worked × 1,5 × hourly rate:

= *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 wages, pay for each hour 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 Behalwe die besonderhede in klousule 13.1 bedoel, moet elke werkgewer ook sulke aantekeninge skriftelik, in ink of in tikskrif, en in leesbare letters, in stand hou.

13.3 Werknemers moet tydstate voltooi as dit deur die werkgewer vereis word.

13.4 Die aantekeninge bedoel in klousules 13.1 en 13.2, moet deur die werkgewer vir 'n tydperk van ten minste drie jaar gehou word.

13.5 ***Bywoningsregister:***

13.5.1 Elke werkgewer moet in sy bedryfsinrigting een of meer bywoningsregisters verskaf, in die vorm voorgeskryf in Bylae I van hierdie Ooreenkoms, waarin voorsiening gemaak word vir die inskrywings wat 'n werknemer ingevolge klousule 13.3 moet maak

13.5.2 'n Werkgewer moet in so 'n bywoningsregister dag vir dag aantekeninge byhou van die naam en beroep van elke werknemer.

13.5.3 Tensy hy deur 'n onvermydelike oorsaak verhinder word, moet elke werknemer ten opsigte van elke dag wat deur hom gewerk is en op daardie dag—

(a) in so 'n bywoningsregister aanteken—

(i) sy handtekening;

(ii) die tyd wanneer hy begin werk het;

(iii) die tyd wanneer elke etens- of ander pouse begin en eindig, wat nie as gewone werktyd gereken word nie; en

(iv) die tyd wanneer sy werk vir daardie dag eindig:

Met dien verstande dat, as 'n werknemer nie kan lees of skryf nie, sy werkgewer vir hom die nodige inskrywings moet maak en teken ten opsigte van (i) tot en met (iv) hiervan,

(b) die nodige inskrywings ten opsigte van (i) en (ii) hierbo maak voordat met die daaglikse werk begin word.

13.5 4 'n Werkgewer moet so 'n bywoningsregister 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 bywoningsregister moet in ink of met 'n balpuntpen gemaak word en nie met 'n potlood nie.

14. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

14.1 Elke werknemer, uitgesonderd 'n los werknemer, is geregtig op verlof met volle betaling, en dit moet aan hom toegestaan word en hy moet dit neem, op alle openbare vakansiedae in klousule 14 15 bedoel.

14.2 Elke werknemer, uitgesonderd los en deeltydse werknemers, moet vir elke diensjaar by dieselfde werkgewer drie weke verlof tot afwesigheid met volle betaling toegestaan word, bereken teen die weeklikse loon wat die werknemer ontvang het voor sy vertrek met sulke verlof. Die drie weke, wat óf agtereenvolgens geneem mag word óf, op skriftelike versoek van die werknemer, in twee afsonderlike tydperke van twee agtereenvolgende weke en een week, of drie afsonderlike tydperke van een week, moet 18 werkdae insluit, en wanneer 'n openbare vakansiedag binne sodanige verloftydperk 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 onderlinge ooreenkoms met die werkgewer, verlofbetaling neem voor sy vertrek op verlof, of dit met sy terugkeer by sy normale maandelikse loon laat insluit

14.2 2 Wanneer die totale jaarlikse verloftydperk ooreenkomstig klousule 14.2 in afsonderlike tydperke geneem word, moet dit volgens 'n onderlinge reeling tussen die werkgewer 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 typescript.

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 day 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;

(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, take 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 deeltydse basis soos omskryf in klousule 3 van hierdie Ooreenkoms, mag verlof laat oploop teen een en 'n halwe dag vir elke 199 uur of volledige maand gewerk.

14.4 Jaarlikse verlof ooreenkomstig klousule 14.2 moet geneem word op 'n tyd wat tussen die werkgewer en die werknemer gereël is ten minste ses maande voordat sulke verlof beskikbaar word, en moet in ieder geval deur die werkgewer 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 deeltydse werknemer is nie, se diens beeindig word voor die voltooiing van 'n jaar diens maar na die voltooiing van een maand diens, is die werknemer geregtig op een-sewentiende van 'n week se loon soos hy ontvang het ten tyde van sy diensbeeindiging, vir elke voltooide week diens in die onvoltooide jaar.

14 6 Wanneer 'n werknemer, wat nie 'n deeltydse werknemer is nie, 'n jaar diens by dieselfde werkgewer voltooi het, word daarna van hom vereis om verlof te neem ooreenkomstig klousule 14, en van sy werkgewer word vereis om sulke verlof aan hom te gee binne twee maande nadat dit beskikbaar word ingevolge hierdie klousule, en die werkgewer moet aan die werknemer 'n bedrag betaal bereken teen die weeklikse of maandelikse loon, met uitsluiting van oortydbetaling en kommissie, wat die werknemer ontvang het onmiddellik voor sy vertrek met verlof, tot die tyd wanneer sy verlof beskikbaar geword het, en so 'n bedrag moet onverwyld deur die werkgewer aan die werknemer betaal word, tesame met die balans van enige verlofbetaling wat tot die genoemde werknemer se krediet staan, met betrekking tot klousule 14.3.

14 7 Vir die doel van hierdie klousule is 'n werknemer wat nie 'n deeltydse werknemer is nie se diensjaar, plus enige openbare vakansiedae wat binne daardie tydperk val, waarvoor hy geregtig is om jaarlikse verlof te kry met volle betaling soos in hierdie klousule bepaal, 12 maande diens by dieselfde werkgewer, bereken vanaf die datum van sy eerste betrekking by so 'n werkgewer, of vanaf die datum waarop hy laas geregtig was op jaarlikse verlof.

14.8 As genoemde werkgewer of werknemer die genoemde diens beeindig nadat die werknemer vir verlof kwalifiseer, moet die werkgewer aan die werknemer die verlofbetaling wat hom toekom op die werknemer se laaste werkdag, betaal. Enige verlofbetaling wat verskuldig is vir 'n tydperk van minder as een volle diensjaar, moet betaal word teen die tarief van een sewentiende van die weeklikse loon wat die werknemer ontvang het toe sy diens beeindig is. Sodanige verlofbetaling moet eweneens 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 geeis word enige tyd tot twee jaar na die datum waarop die werknemer geregtig was om sodanige bedrag te ontvang. Indien dit nie gedurende hierdie tydperk geeis word nie, moet die verlofbetaling by die Raad se fondse inbereken word. Met dien verstande egter dat die Raad enige eis wat deur so 'n werknemer na die genoemde tydperk ingestel word, moet oorweeg en na sy goeddunke '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, oorskry nie.

14 10 In die geval van 'n werknemer se dood moet al sy verlofbetaling wat hom te goed staan, 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 terminated. 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 gelde wat deur die Raad gehou word soos hierin uiteengesit is, moet in die Raad se fondse betaal word en moet ooreenkomstig hierdie Ooreenkoms hanteer word.

14 12 Enige tydperk waartydens 'n werknemer—

14.12.1 met verlof is ooreenkomstig klousule 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 werkgewer; 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 klousules 14.12.1, 14 12.2 en 14.12.3 bedoel, plus tot vier maande van enige tydperk van militêre diens in klousule 14.12.4 bedoel wat in daardie jaar gedoen is, moet vir die doel van klousules 14.2 en 14.4 as diens beskou word.

14.13 'n Werkgewer mag nie vereis of toelaat 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 jaarlikse verloftydperk wat ooreenkomstig klousule 14 2 aan so 'n werknemer toegestaan is.

14 14 Verlof tot afwesigheid met volle betaling mag nie gelyktydig met kennisgewing van diensbeëindiging, siekteverlof of enige tydperk van militêre diens ingevolge die Verdedigingswet, 1957, geskied nie.

14.15 ***Openbare vakansiedae:***

14.15 1 Vir die doel van klousule 12.10 en/of hierdie klousule beteken "openbare feesdae" enige dag bedoel in die Eerste Bylae van die Wet op Openbare Feesdae, 1952 (Wet No. 5 van 1952), of wat as sodanig verklaar is kragtens artikel 2 van daardie Wet.

14.15.2 Met betrekking tot 'n openbare vakansiedag moet elke werknemer teen sy gewone loonskaal en toelae vir die aantal ure wat hy op 'n normale werkdag (uitsluitende oortyd) sou gewerk het, betaal word.

14.15.3 Die voorgeskrewe betaling volgens klousules 12 10 en 12.11 hiervan moet beskou word as volle betaling ten opsigte van sodanige openbare vakansiedag, en behoudens die bepalings van klousule 12 9.1 van die Ooreenkoms is geen werknemer geregtig op verdere vergoeding ten opsigte van sodanige openbare vakansiedag nie.

14 15 4 Nieteenstaande die bepalings van klousules 12.10 en 12.11 hiervan is 'n werknemer wat deur sy werkgewer gelas word om te werk op die werkdag onmiddellik voor en/of na 'n openbare vakansiedag en wat op sodanige werkdag/dae 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 werkgewer toestemming gegee het vir sodanige afwesigheid, of sodanige afwesigheid gekondoneer het, of as die werknemer ongesteld was en 'n doktersertifikaat ter bevestiging daarvan kan toon indien die werkgewer dit versoek, of wanneer die openbare vakansiedag gedurende die werknemer se jaarlikse verloftydperk val.

15. RENTE

15.1 Indien enige bedrag wat aan die Raad verskuldig of betaalbaar is ingevolge klousules 5.1.5, 5.18, 5.22, 17.1.1, 17.1.2, 17.1.3, 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 betaaldag soos in die betrokke klousule uiteengesit, moet die werkgewer 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 clause 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 Trade, 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 tne 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, 17 1 1, 17.1.2, 17 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

bedrag of die kleiner bedrag wat nog onbetaald is, bereken teen die koers van 2,5 persent per maand of gedeelte daarvan, vanaf sodanige finale datum voorgeskryf in hierdie klousule tot die dag waarop kontantbetaling deur die Raad werklik ontvang is. Met dien verstande dat die Raad geregtig is om, na sy absolute goeddunke, van die betaling van sodanige rente af te sien.

16. KENNISGEWING VAN DIENSBEËINDIGING

16.1 'n Werkgewer of sy werknemer, wat nie 'n los werknemer is nie, wat sy dienskontrak wil beeindig, moet—

16.1.1 in die geval van 'n deeltydse werknemer, nie minder as een werkdag kennis gee nie; en

16.1.2 in die geval van minderjariges wat in die Haarkappersbedryf werksaam is, gedurende die tydperk wanneer hulle ooreenkomstig die Wet op Mannekragopleiding, 1981, aldus in diens is, sonder 'n leerkontrak, nie minder as een 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 een 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 enige tyd die kontrak sonder kennisgewing beëindig deur, in plaas van kennis te gee, die werknemer te betaal of aan die werkgewer te betaal wof dit te verbeur, na gelang van die geval, nie minder nie as—

(a) in die geval van een werkdag kennis, die dagloon, uitsluitende oortydbetaling, wat die werknemer ontvang ten tyde van sodanige beeindiging;

(b) in die geval van 'n week kennis, die weekloon, uitsluitende oortydbetaling, wat die werknemer ontvang ten tyde van sodanige beeindiging;

(c) in die geval van twee weke kennis, twee keer die weekloon, uitsluitende oortydbetaling, wat die werknemer ontvang ten tyde van sodanige beëindiging

16.2 Geen werkgewer mag 'n werknemer se dienste beeindig nie gedurende so 'n werknemer se afwesigheid van die werk as gevolg van ongesteldheid waarvoor hy nie self verantwoordelik is nie: Met dien verstande dat—

(a) die werkgewer kennis gegee word binne drie werkdae vanaf die aanvang van sodanige ongesteldheid;

(b) 'n doktersertifikaat vir die tydperk van afwesigheid getoon word met die werknemer se terugkeer na die werk; en

(c) so 'n tydperk van afwesigheid van die werk nie 30 dae oorskry nie:

Met dien verstande voorts dat dit nie die volgende beinvloed nie:

(a) Die reg van 'n werkgewer of 'n werknemer om die kontrak sonder kennisgewing te beeindig om enige rede wat as regsgeldig erken word;

(b) enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat 'n kennisgewingtydperk bepaal van gelyke duur vir albei partye en vir langer as dié wat in hierdie klousule voorgeskryf is;

(c) die werking van enige verbeurings of boetes wat regtens van toepassing is ten opsigte van 'n werknemer wat dros;

(d) betaling of verbeuring in plaas van kennisgewing, wat nie toegelaat word nie gedurende 'n werknemer se afwesigheid—

(i) met verlof ooreenkomstig klousule 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;

(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 verbeuring in plaas van kennisgewing ooreenstem met die kennisgewingtydperk waarop ooreengekom is.

16.4 Die kennis voorgeskryf in klousule 16.1 kan op enige werkdag gegee word maar die kennistydperk mag nie gelyktydig met of gedurende 'n werknemer se afwesigheid met verlof loop nie, en ook nie terwyl hy militêre diens verrig ingevolge die Verdedigingswet, 1957, of gedurende enige tydperk van afwesigheid as gevolg van ongesteldheid.

16.5 'n Werkgewer of sy werknemer, behalwe 'n ongeletterde werknemer, moet die kennis in hierdie klousule bedoel, skriftelik 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 uiteengesit:

A Kategorie	B Werknemers se bydrae per maand
Haarkapper:	
KODES:	
QET, CC, COH, COTT, MC OF CE.....	R6,00
Vakleerling en/of leerling	R3,00
Ontvangsdame en/of klerklike assistent .	R6,00
Sjampoeïs.....	R6,00
Manikuris/Skoonheidskundige.....	R6,00
Algemene assistent	R4,00

17.1.2 Die bedrag wat in kolom B van die tabel aangedui is, moet deur werkgewers van hulle werknemers se lone afgetrek word.

17.1.3 By die bedrae wat op dié manier van sy werknemers se lone afgetrek word, moet elke werkgewer 'n gelyke bedrag ooreenkomstig klousule 17.1.1 voeg en die totale bedrag aan die Sekretaris van die Nywerheidsraad 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 aangevul word met 'n bedrag om 'n totaal van R20 per maand te maak.

17.3 Indien enige bedrag wat ooreenkomstig 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 kleiner bedrag wat nog onbetaald is, bereken teen die koers van 10 persent per maand of gedeelte daarvan vanaf sodanige 7de dag tot die dag waarop die Raad kontantbetaling werklik ontvang het: Met dien verstande dat die Raad geregtig sal wees om, na sy absolute goeddunke af te sien van die betaling van sulke rente of gedeelte daarvan.

18. WERKGEWERSORGANISASIE- EN VAKVERENIGINGLEDEGELDE

18.1 Elke werkgewer wat 'n lid van die SAH en die CA is, moet die bedrag van die ledegeld wat aan die vakvereniging verskuldig is met betrekking tot elke maand diens of gedeelte daarvan, insluitende die tydperk wat 'n werknemer met verlof is, aftrek 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.

(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 concurently with or the notice shall not be given during an employee's absence on leave, or whilst he is redering 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:

A Category	B Employees contribution per month
Hairdressers:	
CODES:	
QET, CC, COH, COTT, MC OR CE	R6,00
Apprentice and/or trainee	R3,00
Receptionist and/or clerical assistant.....	R6,00
Shampooist	R6,00
Manicurist/Beauty.....	R6,00
General assistant.....	R4,00

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 werkgewer wat 'n lid van die SAH en die CA is, moet sy maandelikse ledegeld, saam met enige heffings wat aan die Vereniging betaalbaar mag word, aan die Sekretaris van die Raad, Posbus 2182, Durban, 4000, stuur, nie later as die 7de dag van die maand nie. Die Sekretaris van die Raad moet alle bedrae, wat ooreenkomstig klousule 18.1 en hierdie klousule betaal is, aan die betrokke partye betaal binne 30 dae vanaf die maand waarin die bedrae deur die Raad ontvang was.

18.3 Die Raad onderneem om alle redelike dienste te lewer om aan hierdie klousule uitvoering te gee, waarvoor 'n bedrag van 5,0 persent van alle ledegelde en heffings ooreenkomstig klousules 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 werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag as wat nog onbetaald is, bereken teen die koers van 10 persent per maand of gedeelte daarvan, vanaf sodanige 7de dag tot die dag waarop die Raad werklik kontantbetaling ontvang het: Met dien verstande dat die Raad geregtig is om, na sy absolute goeddunke, af te sien van die betaling van sodanige rente of gedeelte daarvan.

18.5 ***Verbod op buitewerk:***

18.5.1 'n Werknemer mag nie, terwyl hy in diens is by 'n werkgewer 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) vir sy eie rekening of in vennootskap of namens enige ander persoon vir wins enige toiletbenodigdhede van die hand sit nie behalwe in die loop en binne die bestek van sy diens as haarkapper by sy werkgewer in die bedryfsinrigting waarin hy werksaam is.

19. ADMINISTRASIE EN VERTOLKING VAN DIE OOREENKOMS

19.1 Die Raad is die instansie wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms, en hy kan beslissings uitvaardig wat nie strydig is nie met die bepalings van hierdie Ooreenkoms of enige wetlike vertolking daarvan ter voorligting van werkgewers en werknemers.

19.2 Die Raad kan van tyd tot tyd enige vorms voorskryf wat deur werkgewers en/of werknemers ingevul moet word ten einde nakoming van enige bepalings van hierdie Ooreenkoms te vergemaklik.

19.3 'n Werkgewer en 'n werknemer is geregtig om by die Raad te appelleer teen 'n besluit van enige komitee wat deur die Raad aangestel is.

19.4 Enige appèl ingevolge klousule 19.3 moet skriftelik aangeteken word en by die Sekretaris van die Raad ingedien word binne 21 dae vanaf die datum waarop die besluit waarteen geappelleer word vir die betrokke werkgewer of werknemer bekend geword het, of binne 'n verdere tydperk wat die Raad kan toelaat: Met dien verstande dat 'n werkgewer of werknemer wat hom nie maklik in skrif kan uitdruk nie, sy appèl op skrif kan laat aanteken deur die Sekretaris of iemand wat vir dié doel deur hom aangewys is.

19.5 Behoudens die bepalings van die Wet is die besluit van die Raad met betrekking tot enige aangeleentheid finaal en bindend vir 'n werkgewer en 'n werknemer, en die Raad is nie verplig om enige rede vir enige besluit te gee nie

19.6 Enige geskil wat in 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 goeddunke, om enige bedrag—

19.7.1 wat van 'n werkgewer of 'n werknemer ontvang is, of

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 wich 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.

18.5 ***Prohibition on outwork:***

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.

19. ADMINISTRATION AND INTERPRETATION OF THE AGREEMENT

19.1 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.

19.2 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.

19.3 An employer and an employee shall have the right to appeal to the Council against a decision of any committee appointed by the Council.

19.4 Any appeal pursuant to clause 19.3 shall be in writing and shall be lodged with the Secretary of the Council within 21 days of the date on which the decision against which the appeal is noted become known to the employer or employee concerned, or within such further period as the Council may allow: Provided that an employer or employee who is unable to express himself easily in writhing by the Secretary or someone designated by him for the purpose.

19.5 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.

19.6 Any dispute which may arise in the Trade shall be referred to the Council to be dealt with in terms of its constitution.

19.7 The Council shall be entitled in its sole and absolute discretion to appropriate any amount—

19.7.1 recieved from an employer or an employee; or

19.7.2 wat 'n werkgewer of werknemer geregtig is om van die Raad te ontvang;

toe te wys vir die betaling van enige skuld of bedrag verskuldig aan die Raad deur sodanige werkgewer of werknemer, ondanks die feit dat genoemde werkgewer of werknemer dit by die betaling daarvan vir enige ander doel toegewys het.

20. VRYSTELLINGS

20.1 Die Raad kan om enige goeie en afdoende rede vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen met betrekking tot enige persoon.

20.2 Met betrekking tot enige persoon aan wie vrystelling ingevolge die bepalings van klousule 20.1 verleen is, moet die Raad die voorwaardes waaraan 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 persone gegee is, die vrystelling kan intrek.

20.3 Die Sekretaris van die Raad moet aan elke persoon aan wie ingevolge die bepalings van klousule 20.1 vrystelling verleen is, 'n vrystellingsbewys uitreik, wat deur hom geteken is en wat die volgende uiteensit:

20.3.1 die volle naam van die betrokke persoon;

20.3.2 die bepalings van die Ooreenkoms waarvan vrystelling verleen is;

20.3.3 die voorwaardes wat gestel is ingevolge klousule 20.2, waaraan 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 werkgewer stuur.

21. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms, in albei amptelike tale en in die vorm voorgeskryf in die regulasies kragtens die Wet, in sy bedryfsinrigting aanbring en aangebring hou op 'n opvallende plek wat maklik vir sy werknemers toeganklik is.

22. AGENTE

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om met die administrasie van die Ooreenkoms te help. Dit is die plig van elke werkgewer en werknemer om sulke persone toe te laat om hulle perseel te betree ten einde die navrae te doen en te voltooi, en die boeke, dokumente, loonstate, tydstate en loonkwitansies te inspekteer en al die dade te doen wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, en geen persoon mag aan so 'n agent 'n valse verklaring gedurende die loop van sy ondersoek maak nie.

23. LIDMAATSKAP

23.1 'n Werkgewer wat 'n lid van die werkgewersorganisasie is, mag nie 'n werknemer in diens neem nie wat, alhoewel hy in aanmerking kom vir lidmaatskap van die vakvereniging, nie 'n lid van die vakvereniging is nie op die datum van inwerkingtreding van hierdie Ooreenkoms, of wat nie, binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van diensaanvaarding indien die diensaanvaarding na die datum van inwerkingtreding van hierdie Ooreenkoms 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 payment 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 exemption under the provisions of clause 20.1, set the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's written notice has been given to the person concerned, withdraw the exemption.

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 conspicuous 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 necessary 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 operation 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 werkgewersorganisasie word nie.

23.2 Geen werkgewer wat 'n lid van die werkgewersorganisasie is, mag 'n werknemer in diens neem sonder die voorlegging van 'n geldige lidmaatskapskaart van die Natalse Tak van die South African Hairdressers' Employees' Industrial Union nie

23.3 Die bepalings 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 eniger tyd na die eerste drie maande van diensaanvaarding in die Bedryf enige uitnodiging van die betrokke vakvereniging om 'n lid daarvan te word, geweier het, die bepalings van klousule 23.1 onmiddellik in werking tree.

23.4 Die bepalings van klousule 23.2 is nie van toepassing nie op persone wat nie in aanmerking kom vir lidmaatskap ooreenkomstig die vakvereniging se konstitusie nie of wat lidmaatskap geweier is of wat uit die vakvereniging gesit is.

24. SIEKTEBYSTANDSFONDS

24.1 Die Siektebystandsfonds vir die Haarkappersbedryf, wat oorspronklik gestig is kragtens die ooreenkoms wat by Goewermentskennisgewing R. 106 van 22 Januarie 1960 gepubliseer is (hierna die Siektebystandsfonds of die "Fonds" genoem), word hierby voortgesit.

24 2 Skema A bestaan uit—

24 2.1 alle gelde en bates wat tot die Skema se krediet is op die datum van inwerkingtreding van hierdie Ooreenkoms;

24.2.2 alle bydrae wat deur werkgewers en lede aan Skema A betaal is ingevolge klousule 24.8 van hierdie Ooreenkoms;

24.2.3 alle rente afkomstig van die belegging van enige gelde van die Skema; en

24.2.4 enige ander premies, donasies, bemakings of ander gelde wat aan die Fonds betaal is.

24.3 Skema B bestaan uit—

24.3.1 alle bydraes wat deur werkgewers en lede aan Skema B betaal is ingevolge klousule 24.8 van hierdie Ooreenkoms;

24.3.2 all rente afkomstig van die belegging van enige gelde van die Skema; en

24.3.3 enige ander gelde waarop die Skema geregtig mag word.

24.4 Die doelwitte van die Fonds is—

24.4.1 om siektebystand vir die lede en/of die afhanklikes 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 geag word, deur middel van kontrakte met mediese dokters, spesialiste, hospitale, verpleeginrigtings, verskaffers van medisyne, geregistreerde versekeringsmaatskappye of enige organisasie betrokke by die verskaffing van soortgelyke voordele,

24.4 3 om wederkerige reëlings te tref met soortgelyke fondse;

24.4.4 om alle wettige dade, handelinge of dinge of funksies te doen of te verrig wat verband hou met of bevorderlik is vir die bereiking van bogemelde doelwitte of enige een daarvan

coming into operation of this Agreement or who does not within a period of 90 days after such date of after the date of employment of the employee concerned, where the entering into employment takes place after the date of the coming into operation of this Agreement, become a member of the employers' organisation.

23.2 No employer who is a member of the employers' organisation shall engage an employee without the production of a current membership card of the Natal Branch of the South African Hairdressers' Employees' Industrial Union.

23.3 The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa. Provided that if any immigrant has at any time after the first three months of the commencement of his employment in the Trade refused any invitation from the trade union concerned to become a member of it, the provisions of clause 23.1 shall immediately come into operation.

23.4 The provisions of clause 23.2 shall not apply to persons who are not eligible for membership in terms of the union's constitution or who have been refused membership of or expelled from the union.

24. SICK BENEFIT FUND

24.1 The Hairdressing Trade Sick Benefit Fund originally established in terms of the Agreement published under Government Notice R. 106 of 22 January 1960 (hereinafter referred to as the Sick Benefit Fund, or the "Fund") is hereby continued.

24.2 Scheme A shall consist of—

24.2.1 all moneys and assets standing to the credit of the Scheme as at the date of coming into operation of this Agreement;

24.2.2 all contributions paid by employers and members into Scheme A in accordance with clause 24.8 of this Agreement;

24.2.3 all interest derived from the investment of any moneys belonging to the Scheme, and

24.2.4 any other premiums, donations, bequests or other moneys paid into the Fund.

24.3 Scheme B shall consist of—

24.3.1 all contributions paid by employers and members into Scheme B in accordance with clause 24 8 of this Agreement;

24.3.2 all interest derived from the investment of any moneys belonging to the Scheme, and

24.3.3 any other moneys to which the Scheme may become entitled.

24.4 The objects of the Fund are—

24.4.1 to establish, organise and provide sick benefits for the members and/or the dependants of members in the Hairdressing Industry, for which purpose the Fund may receive monies payable by premiums, contributions, donations or otherwise;

24.4.2 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;

24.4.3 to enter into reciprocal arrangements with similar funds; and

24.4.4 to do or perform all such lawful acts, deeds things or functions as may be incidental or conductive to the attainment of the above objects or any one of them

24.5 ***Lidmaatskap:***

24.5 1 Lidmaatskap van óf Skema A óf Skema B is verpligtend vir die volgende:

(a) Alle werkgewers 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 werkgewersorganisasie 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 goeddunke van die Bestuursraad.

24.5.3 Nieteenstaande die bepalings van klousules 24.5.1 (a) tot (c) kan 'n lid wat sy bydrae tot die Fonds vir ten minste vyf jaar onmiddellik voor aftreding betaal het en 'n *bona fide*-pensioenaris of die weduwee van 'n oorlede lid is, by die Bestuursraad aansoek doen om 'n voortsettingslid te word, en as hy aanvaar word, kan hy deelneem op voorwaarde dat hy bydra soos voorgeskryf by klousule 24 8.2.

24.5.4 Die bepalings van die Ooreenkoms word geag *mutatis mutandis* van toepasing te wees op persone wat kragtens klousules 24.5.1 (b) en 24.5.3 toegelaat is.

24.5.5 Registrasieformaliteite moet wees soos hierin voorgeskryf, naamlik:

(a) Elke lid moet 'n Registrasievorm vir Lidmaatskap by sy werkgewer indien soos van tyd tot tyd deur die Raad voorgeskryf word, waarin hy die name van sy afhanklikes, as daar is, weergee, en ook die ander besonderhede wat vir die doel van hierdie Ooreenkoms en die Reels nodig is.

(b) 'n Gewysigde vorm moet ingedien word wanneer 'n afhanklike onttrek word of 'n afhanklike bygevoeg word.

(c) Die werkgewer moet 'n behoorlik getekende Registrasievorm vir Lidmaatskap van alle lede verkry, insluitende alle nuwe werknemers wat lede van die Fonds word, hetsy hulle voorheen aan die Fonds deelgeneem het of nie.

(d) Die werkgewer moet, nadat hy die aantal afhanklikes aangeteken het vir die doel van die vasstelling van bydraes volgens klousule 24.8.2, die Registrasievorm vir Lidmaatskap direk aan die Fonds stuur vir registrasiedoeleindes.

(e) 'n Registrasievorm vir Lidmaatskap moet ook deur voortsettingslede ingevul word en direk by die Fonds ingedien word.

(f) Die lid of voortsettingslid 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 bepalings van klousule 24.5.5 (a) tot (d) en 24.5.5 (f) is, met betrekking tot 'n werkgewer en vir die doel om by die Fonds te registreer, *mutatis mutandis* op elke werkgewer van toepassing.

24.6 ***Beëindiging van lidmaatskap:***

24 6.1 Die Bestuursraad of enige komitee wat gesag uitoefen wat deur die Bestuursraad aan hom gedelegeer is, het die reg om die lidmaatskap van 'n lid wat onmatige, dranklustige of onsedelike gewoontes het, te beeindig: Met dien verstande dat so 'n besluit gebaseer word op stawende getuienis van 'n geregistreerde mediese praktisyn. Die Bestuursraad het verder die reg om enige lid se lidmaatskap van die Fonds te beeindig 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 continuation 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 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 unsober, 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 Beeindiging van lidmaatskap 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 voordele wat tot op daardie datum opgeloop het, moet deur die Fonds betaal word, maar geen eis na die datum van sodanige kennisgewing mag oorweeg 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 24.5.2. Die Bestuursraad moet die appèl aanhoor en kan die ondersoeke instel en die bewyse vra wat hy goedag en moet 'n besluit gee, wat finaal is. Lidmaatskap van die fonds eindig—

(a) sodra 'n lid ophou om in diens van en/of betrokke by die Haarkappersbedryf te wees: Met dien verstande dat 'n lid wat bygedra het vir drie agtereenvolgende maande onmiddellik voor sodanige diensbeeindiging sonder die betaling van bydraes, geag word 'n lid van die Fonds te wees vir 'n tydperk van een kalendermaand vanaf die datum van diensbeeindiging in die Bedryf;

(b) sodra 'n weduwee van 'n oorlede lid wat volgens klousule 24.6 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 voortsettingslid ophou om by te dra· Met dien verstande dat die Bestuursraad na goeddunke geregtig is om so 'n voortsettingslid se lidmaatskap te herstel onderhewig aan die voorwaardes wat die Bestuursraad bepaal,

(d) in die geval van alle lede wat, nadat hulle bystand vir een jaar ontvang het, deur 'n mediese praktisyn en/of spesialis as chronies siek, blywend ongeskik of totaal onbevoeg en nie in staat om in die Haarkappersbedryf te werk nie, verklaar word: Met dien verstande dat kwalifiserende afhanklikes van sulke lede na goeddunke 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 Ooreenkoms.

24.6.4 Enige lid wie se lidmaatskap van die Fonds beeindig is, verbeur alle 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 Die 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 aansoek, die wettige man van 'n lid as hy nie 'n lid van 'n ander mediese hulpskema kan word nie, ten opsigte van wie 'n huweliksertifikaat verskaf moet word.

(b) Op aansoek by die Bestuursraad, wat bekend staan as "die gewoonteregtelike vrou" van 'n lid, of, op soortgelyke aansoek, wat bekend staan as "die gewoonteregtelike man" van 'n lid, as so 'n persoon nie 'n lid van 'n ander mediese hulpskema kan word nie· Met dien verstande dat nieteenstaande die betaling van bydraes met betrekking tot enige sodanige gewoonteregtelike gade, die Bestuursraad kan weier om bystand ten opsigte van so 'n persoon te betaal totdat hy deur vir hom aanvaarbare bewyse oortuig is dat sodanige persoon nog met die lid saamwoon

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 decision 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 a deceased member who continues to participate in the Fund under clause 24 6 remarries 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 ***Dependants:***

24 7 1 The dependants of members shall be eligible for benefits in terms of clause 24.4.1 hereof and, for the purposes of this clause, "dependant" shall mean any person declared by the member on the Registration Form for Membership to be a dependant. Dependants 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 become 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 wettig aangenome kind van 'n lid, terwyl so 'n kind onder die ouderdom van 18 jaar is en ten opsigte van wie 'n geboortesertifikaat en/of aannemings- en/of pleegdokumente aan die Bestuursraad voorgele is: Met dien verstande dat 'n kind onder die ouderdom van 18 jaar maar bo die ouderdom van 16 jaar, wat die skool verlaat het en R100 of meer per maand verdien, nie in aanmerking kom vir aanvaarding of voortsetting as 'n afhanklike nie;

(d) enige kind, pleegkind, stiefkind of wettig aangenome 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 slegte gesondheid en wat van die lid afhanklik is vir bystand en onderhoud: Met dien verstande dat sulke totale onbevoegdheid plaasgevind het na die datum waarop hy 'n geregistreerde afhanklike van 'n lid van die Fonds geword het;

(ii) 'n voltydse student is, insluitende 'n student wat sy diensplig voltooi het en totaal van die lid afhanklik is vir bystand en onderhoud, en ten opsigte van wie 'n geboortesertifikaat en/of aannemings- en/of pleegdokumente aan die Bestuursraad voorgelê is;

(e) enige ander persoon wat deur die Bestuursraad 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 ingevolge die bepalings van hierdie Ooreenkoms uitgesluit of vrygestel is van lidmaatskap van die Fonds nie, moet bydraes tot hierdie Fonds elke maand, insluitende enige maand waartydens 'n werknemer met betaalde verlof is, afgetrek word, ooreenkomstig X van die skaal wat in die bylae van klousule 24.8.2 uiteengesit is.

24.8.2 Elke werkgewer wat 'n lid van die werkgewersorganisasie is wat 'n party by hierdie Ooreenkoms is en wat nie ingevolge die bepalings van hierdie Ooreenkoms uitgesluit of vrygestel is van lidmaatskap van die Fonds nie, moet vanaf die datum van inwerkingtreding van hierdie Ooreenkoms elke maand, insluitende enige maand waartydens so 'n werkgewer met gewone of siekteverlof is, bydraes tot hierdie Fonds betaal ooreenkomstig Y van die skaal wat in die bylae van hierdie klousule uiteengesit is.

(c) Any child, foster child, stepchild or legally adopted child of a member while such child is under the age of 18 years and in respect of whom a birth certificate and/or adoption and/or fostering papers have been produced to the Board: Provided that a child under the age of 18 years but over the age of 16 years who has left school and is earning R100 per month or more shall not be eligible for acceptance or continuance as a dependant;

(d) any child, foster child, stepchild or legally adopted child of a member if such child is over the age of 18 years—

(i) who is totally incapacitated by reason of accident, disease or ill-health and who is dependant on the member for support and maintenance: Provided that such total incapacity shall have occurred after the date of becoming a registered dependant of a member of the Fund;

(ii) who is a full-time student, including a student who has completed military service, and is fully dependant on the member for support and maintenance; and in respect of whom a birth certificate and/or fostering papers have been produced to the Board;

(e) any other person approved by the Board of Management.

24.7.2 The provisions of the Rules of the Fund shall apply *mutatis mutandis* in respect of all dependants.

24.8 ***Contributions:***

24.8.1 From the wage of each employee who is a member of the trade union which is a party to this Agreement and who has not been excluded or exempted from membership of the Fund under the provisions of this Agreement, contributions to this Fund shall be deducted each month, including any month during which an employee is on paid leave, in accordance with X of the scale set out in the schedule under clause 24.8.2.

24.8.2 Every employer who is a member of the employers' organisation which is a party to this Agreement and who has not been excluded or exempted from membership of the Fund under the provisions of this Agreement shall, as from the date of coming into operation of this Agreement, pay each month, including any month during which such employer is on ordinary or sick leave, contributions to this Fund in accordance with Y of the scale set out in the schedule under this clause.

KATEGORIE VAN LEDE		Skema A Slegs lid	SKEMA B				
			Slegs lid	Lid met 1 afhanklike	L + 2	L + 3	L + 4
Werkgewer (verbonde)	Y	12,00	50,00	90,00	130,00	170,00	210,00
Werkgewer (nie-verbonde)	Y	12,00	50,00	90,00	130,00	170,00	210,00
Haarkapper· Kode QET, CC, COH en CE.....	X Y	12,00 6,00	44,00 6,00	84,00 6,00	124,00 6,00	164,00 6,00	204,00 6,00
Ontvangsdame en/of telefoniste	X Y	10,00 6,00	44,00 6,00	84,00 6,00	124,00 6,00	164,00 6,00	204,00 6,00
Werknemers (n E.V)	X Y	12,00 6,00	44,00 6,00	84,00 6,00	124,00 6,00	164,00 6,00	204,00 6,00
Vakleerlinge	X Y	10,00 5,00	45,00 5,00	85,00 5,00	125,00 5,00	165,00 5,00	205,00 5,00
Leerlinge· Kode T.H	X Y	10,00 5,00	45,00 5,00	85,00 5,00	125,00 5,00	165,00 5,00	205,00 5,00
Manikuris en/of skoonheidskundige.....	X Y	10,00 5,00	45,00 5,00	85,00 5,00	125,00 5,00	165,00 5,00	205,00 5,00

KATEGORIE VAN LEDE		Skema A Slegs lid	SKEMA B				
			Slegs lid	Lid met 1 afhank-like	L + 2	L + 3	L + 4
Shampoeis	X Y	10,00 5,00	45,00 5,00	85,00 5,00	125,00 5,00	165,00 5,00	205,00 5,00
Algemene assistent	X Y	10,00 5,00	45,00 5,00	85,00 5,00	125,00 5,00	165,00 5,00	205,00 5,00

NOTA: 1. X = Werknemer se deel Y = Werkgewer se deel.

2. Werkgewers (verbonde of nie) betaal slegs die "Y"-bydrae vir hulleself.

3 Werkgewers se bydrae in Skema B is dieselfde soos in Skema A voorgeskryf met betrekking tot hulle werknemers, en werkgewers is nie verplig om tot enige koste met betrekking tot die lede se afhanklikes by te dra nie.

3.1 VOORBEELD:

Bydrae vir 'n haarkapper met twee afhanklikes is R6,00 vir die werkgewer en R124,00 vir die werknemer

CATEGORY OF MEMBERS		Scheme A Member only	SCHEME B				
			Member only	Member with 1 dependant	M + 2	M + 3	M + 4
Employer (federated)..	Y	12,00	50,00	90,00	130,00	170,00	210,00
Employer (non-federated).....	Y	12,00	50,00	90,00	130,00	170,00	210,00
Hairdresser: Code QET, CC, COH and CE	X Y	12,00 6,00	44,00 6,00	84,00 6,00	124,00 6,00	164,00 6,00	204,00 6,00
Receptionist and/or telephonist	X Y	10,00 6,00	44,00 6,00	84,00 6,00	124,00 6,00	164,00 6,00	204,00 6,00
Employees (nes)....	X Y	12,00 6,00	44,00 6,00	84,00 6,00	124,00 6,00	164,00 6,00	204,00 6,00
Apprentices	X Y	10,00 5,00	45,00 5,00	85,00 5,00	125,00 5,00	165,00 5,00	205,00 5,00
Trainees· Code TH	X Y	10,00 5,00	45,00 5,00	85,00 5,00	125,00 5,00	165,00 5,00	205,00 5,00
Manicuris and/or beauty culturist	X Y	10,00 5,00	45,00 5,00	85,00 5,00	125,00 5,00	165,00 5,00	205,00 5,00
Shampooist	X Y	10,00 5,00	45,00 5,00	85,00 5,00	125,00 5,00	165,00 5,00	205,00 5,00
General assistant	X Y	10,00 5,00	45,00 5,00	85,00 5,00	125,00 5,00	165,00 5,00	205,00 5,00

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.

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 Registrasievorm vir Lidmaatskap, soos deur die lid ingedien kragtens en onderhewig aan die bepalings van klousules 24 5 en 24.8 respektiewelik.

24.8 4 Bydraes ooreenkomstig klousule 24.8.1 mag van die lone van vakleerlinge afgetrek word op hulle skriftelike versoek

24 8 5 Bydraes ooreenkomstig die bylae van klousule 24 8 2 mag van die lone van persone in klousule 24.5 1 (b) bedoel, afgetrek word op hulle skriftelike 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

24.8.6 By die bedrae wat kragtens klousule 24.8.2 afgetrek word, moet die werkgewer Y-bedrag byvoeg en die totale som vir elke maand aan die Raad stuur, saam met 'n staat in 'n vorm soos van tyd tot tyd deur die Raad voorgeskryf word. Die bedrag wat kragtens hierdie klousule elke maand betaalbaar is, moet aan die Sekretaris van die Raad, Posbus 2182, Durban, 4000, gestuur word nie later nie as die 7de dag van die maand wat onmiddellik daarop volg.

24.8 7 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 werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag as wat nog onbetaald 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 geregtig is om, na sy absolute goeddunke, af te sien van die betaling van sulke rente of gedeelte daarvan.

24.8 8 Nieteenstaande die bepalings van klousule 24.8 7 mag versuim van die werkgewer om die aftrekkings van werknemers se bydraes te maak wat hy verplig is om te maak, die werkgewer nie vrystel om die totale bedrag van die werknemer se bydrae en sy eie bydrae by die Raad in te dien nie.

24.9 ***Bystand: Skema A:***

24.9.1 Onderhewig aan die bedinge, voorwaardes, bepalings en vereistes van die reels van die Fonds waarop van tyd tot tyd deur die Bestuursraad besluit word, is 'n lid geregtig op bystand met betrekking tot mediese en/of tandheelkundige en/of optiese dienste en siekegeldbystand in enige enkele bystandsiklus van 52 weke, wat nie die ondergemelde maksimum perke oorskry nie.

24.9.2 Betaling van onkoste vir voorskrifte wat nie 'n bedrag van R850 in totaal in enige siklus van 52 weke van bydraende diens van die lid oorskry nie.

24.9.3 Gratis mediese behandeling (insluitende chirurgiese behandeling en kraamgevalle), behalwe waar dit in geheel of gedeeltelik goedgekeur is deur die Bestuursraad en mediese beampte(s) wat deur die Bestuursraad aangestel is.

24.9.4 Betaling van koste vir tandheelkundige dienste wat nie 'n bedrag van R150 in totaal in enige siklus van 52 weke van bydraende diens oorskry nie

24 9.5 Betaling van koste vir optiese dienste wat nie die bedrag van R200 in enige siklus van 104 weke van bydraende diens, oorskry nie: Met dien verstande dat geen lid op optiese bystand geregtig is nie alvorens hy tot die Fonds bygedra het vir ten minste 52 agtereenvolgende weke vanaf die datum van sy eerste bydrae.

24.9 6 Onderhewig aan die bepalings van klousule 24 4 1 is lede vir wie lone voorgeskryf is in klousule 11 van hierdie Ooreenkoms, geregtig op siekegeldbystand met betrekking tot afwesigheid van die werk as gevolg van siekte en/of 'n ongeluk soos in die volgende tabel uiteengesit is:

SIEKEGELDBYSTAND

1ste en 2de week	3de en 4de week	5de en 6de week
50% van voorgeskrewe basiese loon	65% van voorgeskrewe basiese loon	85% van voorgeskrewe basiese loon

24 9.7 Geen lid is geregtig op siektegeldbystand met betrekking tot afwesigheid van die werk as gevolg van siekte vir 'n tydperk van drie (3) dae of minder nie.

24.9.8 Geen siektegeldbystand word betaal nie met betrekking tot afwesigheid van die werk waarvoor vergoeding betaalbaar is ingevolge die Ongevallewet, 1941 (Wet 30 van 1941) nie

24.8.6 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 absences from work owing to illness and/or accident as detailed in the following table.

SICK PAY BENEFITS

1st and 2nd week	3rd and 4th week	5th and 6th week
50% of prescribed basic wage.	65% of prescribed basic wage.	85% of prescribed basic wage.

24 9.7 No member shall be entitled to sick pay benefits in respect of absences 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 absences from work for which compensation is payable under the Workman's Compensation Act, 1941 (Act 30 of 1941).

24.9.9 Geen siektegeldbystand word betaal nie met betrekking tot afwesigheid van die werk as gevolg van aanranding of motorongelukke wat nie by die Suid-Afrikaanse Polisie aangegee is nie.

24.9.10 Geen betaling word gemaak nie met betrekking tot openbare vakansiedae of met betrekking tot enige gedeelte van die betaalde verlof in klousule 14 bedoel.

24.10 ***Bystand: Skema B:***

24.10.1 Onderhewig aan die bedinge, voorwaardes, bepalings en vereistes van die Reëls van die Fonds is 'n lid geregtig op bystand met betrekking tot mediese en/of tandheelkundige en/of optiese dienste wat in enige enkele bystandsiklus van 52 weke gelewer is, bereken vanaf die datum waarop die lid siek geword het of in 'n ongeluk betrokke was, en waarvolgens die lid op bystand geregtig is. Dit mag nie die jaarlikse maksimum beperking van R2 000 in totaal vir die lid en sy afhanklikes oorskry nie.

24.10.2 Betaling vir koste vir dienste sluit die volgende in:

(a) Gratis algemene mediese behandeling wat deur die mediese beamptes van die Fonds toegedien word, of die dienste van 'n lid se eie privaat dokter waarvoor die Fonds se aanspreeklikheid nie meer as R12 per besoek is nie, tot hoogstens die bedrag van R1 000 per gesin in enige siklus van 52 weke bydraende diens

(b) Betaling van koste vir tandheelkundige dienste wat nie die bedrag van R150 in enige siklus van 52 weke bydraende diens oorskry nie.

(c) Betaling van koste vir optiese dienste wat nie die bedrag van R200 vir elke 104 weke bydraende diens oorskry nie.

24.10.3 Nieteenstaande die bepalings van hierdie klousule is geen lid geregtig op bystand nie alvorens hy vir ten minste drie agtereenvolgende maande 'n lid van die Fonds was. Wanneer 'n lid ophou om in die Haarkappersbedryf te werk, behalwe in die geval van werkloosheid kragtens klousule 24.6, moet sy lidmaatskap van die Fonds, vir die doel om vir bystand in aanmerking te kom, geag word weer te begin nadat hy 'n lid van die Fonds was vir ten minste drie agtereenvolgende maande vanaf die datum van sy herindiensneming in die Bedryf.

24.10.4 Die Bestuursraad, na sy uitsluitlike goeddunke, kan, nieteenstaande die bepalings van die Reëls, *ex gratia* uitbetalings aan lede en/of hulle afhanklikes maak na gelang van die spesiale omstandighede van elke geval

24.10.5 'n Lid is nie op bystand kragtens hierdie klousule geregtig nie vir enige tydperk waartydens hy nie die bepalings van hierdie Ooreenkoms nakom nie.

24.11 ***Administrasie van die Fonds:***

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 werkgewersorganisasies benoem word en drie persone wat deur die vakvereniging benoem sal word.

24.11 2 Die Bestuursraad het die bevoegdheid om reels vir die beheer van die administrasie van die Fonds te maak en te verander. Afskrifte van die reëls en enige wysigings daarvan, wat in ooreenstemming met hierdie Ooreenkoms of enige wet moet wees, moet by die Direkteur-generaal van Mannekrag ingedien word. Die reels van die Fonds moet onder andere die volgende voorskryf:

(a) Die Fonds se bystand en uitsluitings en die kwalifikasies wat aan bystand verbonde is.

(b) Die prosedure vir die inlewering en betaling van eise.

(c) Enige ander aangeleentheid waarop die Bestuursraad besluit.

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.

287

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 entitling the member to benefits 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 Subject to the general direction of the Council, the Fund shall be administered by a Board of Management comprising three persons nominated by the employers' organisations and three persons nominated by the trade union

24.11.2 The Board of Management shall have the power to make and alter rules governing the administration of the Fund. Copies of the rules and any amendments thereto, which shall be consistent with this Agreement or any Act, shall be lodged with the Director-General of Manpower The rules of the Fund shall *inter alia* prescribe:

(a) The Fund's benefits and exclusions and the qualifications attaching to benefits.

(b) The procedure for the lodging and payment of claims.

(c) Any other matter which the Board may decide

24.11.3 Die Bestuursraad moet 'n Sekretaris aanstel wat as die Sekretaris van die Fonds bekend staan, en ook sodanige 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 oor die administrasie van die Fonds volgens die bedinge en voorwaardes wat die Bestuursraad geskik 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 persent van die bydraes en inkomste ontvang deur die Fonds in enige jaarlikse bystandsiklus, en andersins volgens bepalings wat in ooreenstemming met hierdie Ooreenkoms moet wees.

24.11.4 Die Bestuursraad mag enige of alle bystand weier en/of weerhou van enige lid en/of sy afhanklikes wat, na die Bestuursraad se mening, op 'n manier opgetree het wat bedoel is om die belange van die Fonds of sy lede te benadeel of redelikerwys waarskynlik sal benadeel: Met dien verstande dat so 'n lid die geleentheid gegun word om by die Raad 'n appèl teen die besluit van die Bestuursraad in te dien, en die Raad se besluit is finaal.

24.11.5 Enige geskille aangaande die vertolking, betekenis of bedoeling van enige van die bepalings van hierdie Ooreenkoms, of aangaande die administrasie van die Fonds, wat 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 eniger tyd tot minder as R2 000 daal, moet bystanduitbetalings gestaak word en nie hervat word nie totdat die bedrag in die krediet van die Fonds R4 000 oorskry: Met dien verstande dat wanneer uitbetalings hervat word, die eise wat tydens so 'n stakingstydperk ingestel is, in die orde waarin hulle ontvang is, hanteer moet word.

24 11.7 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 komitees of subkomitees aan te stel en om aan sodanige komitees of subkomitees bevoegdhede te delegeer wat nie teenstrydig met hierdie Ooreenkoms of met die reels van die Fonds is nie.

24.12 ***Vrywaring:***

24.12.1 Die lede van die Bestuursraad en die amptenare en werknemers van die Fonds, insluitende enige persoon, maatskappy of beslote korporasie in klousule 24 11.3 bedoel, is nie aanspreeklik nie vir die skulde en verpligtinge van die Fonds en hulle word hiermee deur die Fonds gevrywaar teen alle verliese en koste deur hulle aangegaan in of in verband met die *bona fide*-uitvoering van hulle pligte.

24.13 ***Finansiële beheer:***

24.13.1 Alle gelde wat namens die Fonds ontvang word, moet in 'n bank of banke betaal word, en alle tjeks 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 gelde wat nie onmiddellik benodig word om die huidige vorderings teen die Fonds te dek nie belê soos die Bestuursraad van tyd tot tyd beslis, onderhewig aan die bepalings 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 partye leen op die bedinge waarop ooreengekom word vir 'n bedrag soos van tyd tot tyd deur die Bestuursraad goedgekeur word vir die doel om die nodige geld vir enige doel van die Fonds te verkry.

24.13.4 Alle waarborge, verbande, eiendomsbewyse en ander dokumente, as daar is, moet in die Fonds se naam geregistreer word en mag nie oorgedra, vervreem of andersins oor beskik word nie, behalwe met die Bestuursraad se goedkeuring. Die Bestuursraad moet vier lede van die Bestuursraad benoem as ondertekenaars vir bogemelde doel, van wie die handtekeninge van enige twee voldoende is vir die doel om die besluite van die Bestuursraad ten uitvoer te bring. Sodanige ondertekenaars beklee hulle amp vir 'n onbepaalde tyd of vir 'n tydperk wat die Bestuursraad bepaal wanneer hy hulle aanstel.

24.13.5 Die Bestuursraad moet volledige en ware rekeninge van die Fonds laat bewaar, welke rekeninge deur 'n openbare rekenmeester gebalanseer en geouditeer moet word soos op 31 Desember van elke jaar.

24.11.3 The 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 per cent 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 his 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 R2 000, benefit payments hall cease and shall not be resumed until the amount to the credit of the Fund exceeds R4 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 and employees 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 agteed upon for such sum 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 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 ouditeursverslag en die balansstaat van die Fonds en 'n staat van die ontvangste en uitgawes 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 gepos 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 weergee die Bestuursraad wenslik ag. Die resultaat van enige aktuariële waardering moet in 'n verslag vervat word wat by die Bestuursraad ingedien 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, publiseer in 'n vorm en op 'n wyse wat die Bestuursraad bepaal.

24.13.9 Die koste in verband met of bykomstig by die instelling van die Fonds of die bestuur of administrasie van die Fonds en vir die beleggings daarvan, insluitende die koste van ouditering en aktuariële ondersoeke, 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 gemagtig is, geteken 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 ***Verstryking 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 voorsiening maak vir die voortsetting en administrasie van die Fonds.

24.14.2 Indien hierdie Ooreenkoms sou verstryk 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 óf kragtens klousule 15 behandel word óf deur die Raad oorgedra word aan enige ander fonds wat vir dieselfde doel saamgestel is as waarvoor hierdie Fonds geskep 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 dié doel as lede daarvan beskou word: Met dien verstande egter dat enige vakature wat in so 'n Bestuursraad ontstaan, deur die Nywerheidsregistrateur met werkgewers of werknemers van die Haarkappersbedryf aangevul mag word om gelykheid van werkgewer- en werknemerverteenwoordigers en plaasvervangers in die lidmaatskap van die Bestuursraad te verseker.

24.15 ***Likwidasie:***

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 voortsit, of wanneer die Fonds nie deur die Raad oorgedra is nie aan enige ander fonds wat vir dieselfde doel tot

24.13.6 The Board shall compile an annual report on the working of the Fund, together with a copy of the auditor's report and the balance sheet of the fund and a statement of the revenue and expenditure for the financial year ending each 31 December, which shall be posted annually as soon as available to the Director-General of Manpower and the parties to this Agreement and publised for the information of the employers and members by such means as the Board may from time to time determine.

24.13.7 The Board shall keep such records of the Fund as shall enable an actuarial valuation to be made at any time; such records shall also give such other particulars and information as the Board may consider desirable. The result of any actuarial valuation shall be embodied in a report which shall be submitted to the Board. The parties to the Agreement shall be provided with a copy of such report.

24.13.8 The Board shall also publish for the information of employers and members particulars of any report pursuant to clause 24.13.7 or a summary thereof in such form and by such means as the Board may determine.

24.13.9 The expenses in connection with or incidental to the inauguration of the Fund or the management or administration of the Fund and the investments thereof, including the cost of auditing and actuarial investigations, shall be borne by the Fund.

24.13.10 All contracts entered into by the Fund and binding on the Fund shall be entered into by the Board and all documents in respect thereof shall be signed by not less than two members of the Board duly authorised thereto by the Board.

24.13.11 Any profits or losses entailed in the realisation of the investments of the Fund shall be to the credit or debit of the Fund, as the case may be.

24.14 ***Expiry of the Agreement:***

24.14.1 Any agreement declared by the Minister to be binding in terms of section 48 of the Act, replacing or succeeding this Agreement, may make provision for the continuity and administration of the Fund.

24.14.2 Should this Agreement expire by the effluxion of time or for any other reason the Fund shall continue to be administered by the Board of Management last in office until it be either dealt with in terms of clause 15 or transferred by the Council to any other fund consituted for the same purpose as that for which this Fund was created.

24.14.3 In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34 (2) of the Act during any period within which this Agreement is binding, the Board of Management shall continue to administer the Fund and the members of such Board at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose: Provided, however, that any vacancies occuring on such Board may be filed by the Industrial Registrar from employers or employees in the Hairdressing Trade to ensure an equality of employer and employee representatives and alternates in the membership of the Board.

24.15 ***Liquidation:***

24.15.1 Upon expiry of the Agreement by effluxion of time or for any other reasons and unless within two years it is renewed or replaced by another agreement perpetuating the Fund or if the Fund is not transferred by the Council to any other fund constituted for the same purpose in accordance

stand gebring is ooreenkomstig die bepalings van klousule 14 binne die gemelde tydperk van twee jaar, moet die Fonds gelikwideer word. Met likwidasie van die Fonds moet die geld wat nog in die krediet van die Fonds oorbly na die uitbetaling van alle eise teen die Fonds, insluitende administrasie- en likwidasiekoste, gelykop verdeel word tussen die werkgersorganisasie en die vakvereniging. Die Fonds moet gelikwideer word deur die Bestuursraad, wat kragtens hierdie klousule werk, of deur die trustee(s) wat kragtens die gemelde klousule aangestel is, na gelang van die geval.

24 16 ***Bystand onvervreembaar:***

24.16.1 Die bystand wat deur die Fonds verskaf word, is nie oordraagbaar nie en enige lid wat probeer om sy regte toe te wys, oor te dra, af te staan, te verpand of met 'n verband te beswaar, hou onverwyld op om geregtig te wees op enige bystand hoegenaamd en lidmaatskap van die Fonds met betrekking tot homself en sy afhanklikes moet beëindig 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 ingevolge ooreenkomstig die bepalings van die reëls van die Fonds.

24.16.3 By 'n besluit oor 'n feitevraag kan die Bestuursraad, tensy die reëls anders bepaal, handel volgens getuienis wat hy voldoende ag, hetsy dit op wettige bewys neerkom of nie.

24.16.4 Enige beslissing van die Bestuursraad oor die feitevraag en enige optrede deur die Bestuursraad ingevolge enige beslissing wat deur die reëls aan hom toevertrou is, is finaal en is nie onderhewig aan appèl hersiening nie.

24.17 ***Eise:***

24.17.1 Eise vir siekegeldbystand en/of spesiale siekegeldbystand van die Fonds moet by die Fonds ingedien word op die vorm wat die Bestuurskomitee van tyd tot tyd voorskryf en moet vergesel gaan van 'n uitvoerige mediese sertifikaat in die voorgeskrewe vorm Die koste van die mediese sertifikaat moet deur die betrokke lid gedra word: Met dien verstande egter dat die Bestuurskomitee 'n onafhanklike mediese ondersoek mag vereis, waarvan die koste deur Skema A of Skema B van die Fonds gedra moet word, na gelang van die geval.

24.17.2 Geen eise mag deur die Fonds erken word as dit nie binne 3 (drie) maande na die datum waarop sulke koste aangegaan is, ingedien word nie, en ook nie as die lid versuim het om volgens behoorlike mediese advies te handel nie

24.17.3 Dit sal voldoende betaling van enige eis wees wanneer 'n tjek met vooruitbetaalde pos versend word na die adres wat op die voorgeskrewe eisvorm van die Bestuurskomitee gegee is, en indien enige tjek wat so verstuur is nie binne ses maande vanaf die datum van uitgifte betaal is nie, sal die eis verbeur word tot voordeel van die Fonds· Met dien verstande dat die Bestuurskomitee die gesag sal hê om, na sy goeddunke, 'n *ex gratia*-uitbetaling te maak met betrekking tot enige eis wat kragtens hierdie klousule verbeur is.

24.18 ***Begrafnisbystand:***

24.18.1 Onderhewig aan die bepalings van klousules 24.9 1 en 24.10.1, met die sterfte van 'n lid wat op bystand van die Fonds geregtig is, is begrafnisbystand van R300 betaalbaar aan die oorlewende gade of aan 'n persoon wat die Bestuurskomitee beskou as geregtig om die bystand te ontvang, by voorlegging van sodanige sterfbewys van die werknemer as wat die Bestuurskomitee van tyd tot tyd voorskryf of vereis.

24 19 ***Voorbehoud:***

Nieteenstaande enige andersluidende bepalings van hierdie Ooreenkoms geld die volgende:

24.19.1 Die Bestuurskomitee het die bevoegdheid om na goeddunke addisionele hulp toe te staan aan lede in gevalle van ontbering as gevolg van siekte, en mag hy spesiale bystand toestaan aan lede deur middel van geldelike toelaes, lenings of andersins, op die voorwaardes 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 equally 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 inalienable:***

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 or 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 discretionary 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 bepalings van hierdie Ooreenkoms op sodanige bedinge en voorwaardes en vir sodanige tydperke as wat hy bepaal, en aansoek om vrystelling moet aan die Sekretaris van die Raad gerig word.

24.19.3 Die Bestuursraad kan reëls instel wat nie strydig met die Wet en hierdie Ooreenkoms is nie, uitsluitende enige siekte waarvolgens 'n lid die reg op bystand het kragtens hierdie Ooreenkoms. Totdat sulke reels deur die Bestuursraad gemaak is, is die Fonds nie aanspreeklik om bystand te betaal nie vir enige siekte waarvoor Siektebystandsfonds vir die Haarkappersbedryf nie volkome of gedeeltelik aanspreeklik sou wees vir betaling van mediese koste in verband met sulke siekte nie.

24.19.4 'n Vakleerling wat nie 'n lid van die Fonds is nie, 'n los werknemer en enige ander werknemer wat van die Fonds uitgesluit is weens—

(a) chroniese siekte;

(b) enige ander goeie rede wat deur die Bestuursraad as voldoende erken word;

en wat van die werk afwesig is weens ongeskiktheid, moet deur die werkgewer altesaam minstens 36 dae siekteverlof toegestaan word tydens enige tydperk van 36 agtereenvolgende maande diens by hom, en die werkgewer moet so 'n werknemer ten opsigte 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 werknemer nie geregtig is nie op siekteverlof met volle betaling teen 'n koers van meer as een werkdag vir elke voltooide maand diens;

(b) 'n werknemer, as 'n opskortende voorwaarde vir die betaling deur hom van enige bedrag geëis kragtens klousule 24.19.4 deur 'n werknemer vir enige afwesigheid van werk vir 'n tydperk van meer as twee agtereenvolgende dae, van die werknemer kan vereis om 'n sertifikaat te toon wat deur 'n mediese dokter geteken is en wat die aard en duurte van die werknemer se ongeskiktheid weergee: Met dien verstande dat wanneer 'n werknemer gedurende enige tydperk van tot agt weke betaling ontvang het kragtens klousule 24.19 by twee of meer geleenthede sonder om so 'n sertifikaat te toon, sy werkgewer gedurende die tydperk van agt weke wat volg onmiddellik op die vorige sodanige geleentheid, van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid van werk te toon.

24.19.5 Vir die doel van klousule 24.19.4—

(a) sluit "diens" in enige tydperk waartydens 'n werknemer—

(i) met jaarlikse verlof is;

(ii) met siekteverlof is;

(iii) van die werk afwesig is in opdrag of op versoek van sy werkgewer; of

(iv) diensplig doen ingevolge die Verdedigingswet, 1957,

wat altesaam 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 werknemer by dieselfde werkgewer gehad het onmiddellik 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 werknemer 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 19.2 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 benefits 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 medicial 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 24.19.4, be deemed to have been granted under this Agreement, and

(b) beteken "ongeskiktheid" onvermoë om te werk weens enige siekte of besering, uitgesonderd siekte of besering veroorsaak deur 'n werknemer se eie wangedrag, 'n siekte verbonde aan swangerskap en deelname aan gevaarlike en/of beroepsport: Met dien verstande dat enige sodanige onvermoë om te werk, wat veroorsaak is deur 'n ongeluk waarvoor vergoeding betaalbaar is ingevolge die Ongevallewet, 1941 (Wet 30 van 1941), as ongeskiktheid beskou word slegs tydens enige tydperk ten opsigte waarvan geen ongeskiktheidsbetaling kragtens daardie Wet betaalbaar is nie.

24.19.6 Behoudens die bepalings van klousule 24.19.3 van hierdie Ooreenkoms kan die Bestuursraad, indien 'n lid blywend ongeskik is as gevolg van swak gesondheid, en op sodanige voorwaardes as wat die Bestuursraad in die algemeen of in enige spesifieke geval voorskryf, die tydperk van bystand in klousule 24.19.1 bedoel, verleng, maar op so 'n wyse dat die maksimum tydperk van bystand betaalbaar kragtens hierdie klousule nie twee jaar oorskry nie.

25. VERSKAFFING VAN TOERUSTING

'n Werkgewer moet, vir die gebruik van elke haarkapper (gekwalifiseerd), alle nodige gereedskap en toerusting om sy werk uit te voer, verskaf, uitgesonderd—

(i) krultoerusting;
(ii) skêre;
(iii) kamme;
(iv) handdroërs;
(v) haarknippers;
(vi) skeermesse;
(vii) kartelknippies;
(viii) borsels;
(ix) beskermende kleding;
(x) nekborsels; en
(xi) sonstrepingkappe:

Met dien verstande dat in gevalle waar die werkgewer 'n kleurskema ten opsigte van beskermende kleding ingestel het om by die kleurskema van sy salon te pas, hy die beskermende kleding moet verskaf, maar daar mag nie van hom vereis word om meer as twee aan elke werknemer in enige 12-maandetydperk te verskaf nie

26. HANDHAWING VAN HIERDIE OOREENKOMS

Die Raad kan, vir die doel om die nakoming van hierdie Ooreenkoms te handhaaf, toevlug tot enige wettige maatreels neem, óf volgens die Wet óf volgens die Raad se Konstitusie.

27. *ULTRA VIRES*-BEPALINGS IN OOREENKOMS

Indien enige bepaling in hierdie Ooreenkoms ongeldig of *ultra vires* die bevoegdhede van die Minister of van die partye hierby is, voor of na publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die bepalings van die Wet, raak dit hoegenaamd nie die res van hierdie Ooreenkoms nie, wat in sodanige geval die Ooreenkoms uitmaak.

28. DIENSSERTIFIKAAT

Behalwe wanneer die diens van 'n werknemer deur 'n werkgewer beeindig word as gevolg van drostery, moet 'n werkgewer met die beeindiging van 'n werknemer se diens 'n dienssertifikaat 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 diensbeeindiging van die werknemer en sy loonskaal ten tyde van die diensbeeindiging aandui (soos 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 whatsoever related to pregnancy, and participation in hazardous and/or professional sports: Provided that any such inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941 (Act 30 of 1941), snall only be regarded 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) combs;
(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 inoperative or *ultra vires* the powers of the parties hereto or of the Minister, before or after publication of this Agreement in the *Government 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 terminated 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).

29. VAKBONDVERTEENWOORDIGERS IN DIE RAAD

Elke werkgewer moet aan enige van sy werknemers wat verteenwoordigers of plaasvervangers van die Raad is, elke redelike geleentheid gee om hulle pligte in verband met die Raad se werk na te kom.

30. PENSIOENFONDS

30.1 Die Pensioenfonds, bekend as die Natal Hairdressing Trade Pension Scheme (hierna in hierdie klousule die "Fonds" genoem), word hierby gestig en word hierby voortgesit.

30.2 Die doelwitte van die Fonds is om aan lede aftredings- en sterftevoordele te verskaf, deurdat die Raad die beste moontlike voorwaardes verseker.

30.3 Die Fonds word deur sy reëls beheer, en die voordele kragtens die Fonds word verseker onder Polis No. 184055, uitgereik deur Fedlife Assurance Limited. Afskrifte van alle dokumente wat uitvoerige gegewens van die Fonds en enige wysiging daartoe bevat, moet deur die Raad by die Direkteur-generaal van Mannekrag ingedien word.

30.4 ***Bydraes:***

30.4.1 Die werkgewer moet elke maand 'n bedrag van die basiese lone van elke werknemer aftrek wat gelyk is aan 40 persent van die voorgeskrewe maandelikse loon van so 'n werknemer.

30.4.2 By die bedrae afgetrek kragtens klousule 30.4.1 moet die werkgewer 'n bedrag voeg wat gelyk is aan 30 persent van die werknemer se voorgeskrewe maandelikse loon en die totale bedrag betaalbaar in elke maand kragtens hierdie klousule, aan die Sekretaris van die Raad, Posbus 2182, Durban, 4000, stuur, nie later nie as die 7de dag van die 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 voorgeskryf word.

30.4.3 Geen aftrekkings mag gemaak word of bydraes betaal word nie met betrekking tot afwesigheidstydperke met onbetaalde verlof en afwesigheid weens siekte, besering op diens of militêre diens, wanneer geen betaling aan die werknemer verskuldig is deur die werkgewer kragtens enige ooreenkoms 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 werkgewer rente betaal op so 'n bedrag of op so 'n kleiner bedrag wat nog onbetaald 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 sy absolute goeddunke van die betaling van sulke 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 verpligtend vir alle werknemers, uitgesonderd los en deeltydse 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 goeddunke, tot lidmaatskap van die Fonds toegelaat word, en die bepalings van hierdie klousule is *mutatis mutandis* op enige persoon wat aldus toegelaat word, van toepassing:

(a) 'n Werknemer van 'n vakvereniging of 'n werkgewersorganisasie wat 'n party by die Raad is; en

29. TRADE UNION REPRESENTATIVES OF THE COUNCIL

Every employer shall give to any of his employees who are representatives or alternates on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

30. PENSION FUND

30.1 The Pension Fund, known as the Natal Hairdressing Trade Pension Scheme (hereinafter in this clause referred to as the "Fund"), is hereby established and is hereby continued.

30.2 The objects of the Fund shall be to provide members with retirement and death benefits, in that the Council will secure the best conditions possible.

30.3 The Fund shall be governed by its rules and the benefits under the Fund shall be assured under Policy No. 184055, issued by Fedlife Assurance Limited Copies of all documents containing detailed information of the Fund and any amendment thereto shall be lodged with the Director-General of Manpower by the Council.

30.4 ***Contributions:***

30.4.1 The employer shall each month deduct from the basic wages of each employee an amount equal to 40 per cent of the prescribed monthly wage of such employee.

30.4.2 To the amounts deducted in terms of clause 30.4.1 the employer shall add an amount equal to 30 per cent of the employee's prescribed monthly wage and shall forward the total amount payable each month in terms of this clause 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 it is payable, together with a statement in such form as may from time to time be prescribed by the Council.

30.4.3 No deductions shall be made or contributions paid in respect of periods of absence on unpaid leave and absences owing to illness, injury on duty or military service, where no payment is due to the employee by the employer in terms of any agreement or under any law.

30.4.4 Should any amount due in tems 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 25 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.

30.4.5 All contributions received by the Council in terms of this clause shall be paid to Fedlife Assurance Limited at the end of each month.

30.5 ***Membership:***

Membership of the Fund shall be compulsory for all employees, excluding casual and parttime employees, who are employed in the Hairdressing Trade, Natal, and who have not attained their 70th birthday.

30.5.1 The following persons may, at the discretion of the Council, be admitted to membership of the Fund and the provisions of this clause shall apply *mutatis mutandis* to any person so admitted:

(a) An employee of a trade union or an employers' organization which is a party to the Council; and

(b) as vrywillige lid, 'n persoon wat direk betrokke of in diens is as 'n vakleerling 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,

sal die bepalings van klousules 24.14.2, 24.14.3, 24.15 en 24.15.1 *mutatis mutandis* op hierdie klousule van toepassing wees.

30.7 ***Vrywaring:***

Die lede van die Raad en sy werknemers is nie aanspreeklik vir enige skulde en verpligtinge van die Fonds nie, en hulle word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in of in verband met die *bona fide*-uitvoering van hulle pligte.

31. PROMOSIEFONDS

31.1 Die Promosiefonds vir die Haarkappersbedryf word hierby gestig (hierna die "Fonds" genoem) en word hierby voortgesit.

31.2 Die doelwitte van die Fonds is om fondse te verskaf vir onderwys, die hou van promosies en die aankoop van pryse en vir die algemene promosie van die Haarkappersbedryf.

31.3 Ten einde die gemelde doelwitte van die Fonds te bereik, moet elke werkgewer die bedrae van die verdienste van elk van sy werknemers wat lede is van die vakvereniging is, aftrek, wat nie 50c per maand sal oorskry nie.

31.4 By die totale bedrag wat aldus afgetrek word ooreenkomstig klousule 31.3, moet die werkgewer 'n gelyke bedrag voeg en die hele bedrag maand na maand aan die Sekretaris van die Raad stuur, nie later nie as die 7de dag van elke maand in die vorm voorgeskryf in Bylae A van hierdie Ooreenkoms.

31.5 Indien enige bedrag wat kragtens hierdie klousule verskuldig is, nie deur die Raad op die 7de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, ontvang is nie, moet die werkgewer rente betaal op 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 op die dag waarop kontantbetaling inderdaad deur die Raad ontvang word: Met dien verstande dat die Raad geregtig is, na sy absolute goeddunke, om af te sien van die betaling van sodanige rente of gedeelte daarvan.

31.6 In gevalle waar die—

(1) Raad ontbind word,

(2) Raad ophou om te funksioneer, of

(3) waar die ooreenkoms verstryk,

sal die bepalings van klousules 24.14.2, 24.14.3, 24.15 en 24.15.1 *mutatis mutandis* op hierdie klousule van toepassing wees.

32. UITTREDINGSANNUÏTEITSFONDS

32.1 Die Uittredingsannuïteitsfonds bekend as die Uittredingsannuiteitsfonds vir Beplande Besparing (hierna in hierdie klousule die "Fonds" genoem), word hierby ingestel.

32.2 ***Doel van die Fonds:***

Die doel van die Fonds is om uittredingssannuiteite aan sy lede te verskaf.

32.3 Die Fonds word deur sy reels beheer en die voordele van die Fonds word deur Fedlife Assurance Limited verseker. Afskrifte van all dokumente wat uitvoerige gegewens van die Fonds en enige wysigings daarvan bevat, moet deur die Raad by 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,

the provisions of clauses 24.14.2, 24.14.3, 24.15 and 24.15.1 shall *mutatis mutandis* apply to this clause.

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 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.

31.6 In the events of the—

(1) dissolution of the Council,

(2) Council ceasing to function, or

(3) expiry of the agreement,

the provisions of clauses 24.14.2, 24.14.3, 24.15 and 24.15.1 shall *mutatis mutandis* apply to this clause.

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 werkgewer 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 onmiddellik 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 rente betaal op sodanige bedrag of op sodanige kleiner bedrag as wat nog onbetaald 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 geregtig is om, na sy absolute goeddunke, 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 ***Lidmaatskap:***

32.5.1 Lidmaatskap van die Fonds is verpligtend vir alle lede van die South African Hairdressers' and Cosmetologists' Association.

32.5.2 Lidmaatskap begin met die lid se eerste bydrae tot die Fonds en eindig slegs wanneer die volle voordeel ten opsigte van die lid kragtens die reels betaal is.

32.5.3 Elke lid word van 'n lidmaatskapsbewys voorsien en is geregtig op 'n jaarlike staat van sy voordele ingevolge die Fonds.

32.6 In gevalle waar die—

(1) Raad ontbind word,

(2) Raad ophou om te funksioneer, of

(3) waar die ooreenkoms verstryk,

sal die bepalings van klousules 24.14.2, 24.14.3, 24.15 en 24.15.1 *mutatis mutandis* op hierdie klousule van toepassing wees.

32.7 ***Vrywaring:***

Die lede van die Raad en sy werknemers is nie aanspreeklik vir enige skulde of verpligtinge 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 pligte.

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,

the provisions of clauses 24.14.2, 24.14.3, 24.15 and 24 15 1 shall *mutatis mutandis* apply to this clause.

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.

ANNEXURE 1

MACHINERY AND OCCUPATIONAL SAFETY ACT, 1983

NOTIFICATION OF INSTALLATION OF A LIFT, ESCALATOR OR PASSENGER CONVEYOR

Regulation 2 (1) of the Lift, Escalator and Passenger Conveyor Regulations, 1992.

The Regional Director
Department of Manpower

.....

I/We, ...

[Here insert the official name and address of company or person (legal personal) giving notice of the installation. Use a separate form for each installation]

hereby given notice that I/we intend to install a *lift/*escalator/ *passenger conveyor.

Name of building.....
Address of building .....
Name of manufacturer .....
*Maximum number of persons.....
*Rated load in kg .....
*Number of landings .....
Total travel distance .....
Rated speed .....
*Position of machinery.....
(* delete which is not applicable)

Date.....

Signature of Owner/User)

For Official use only

Date received.....
Official number allocated—
Date ..... Inspector ..... Office .....

No. R. 2228 **7 Augustus 1992**

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, PORT ELIZABETH EN UITENHAGE: 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 (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1993 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) en 7 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1993 eindig, bindend is vir alle ander werkgewers en werknenemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

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

No. R. 2228 **7 August 1992**

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE, PORT ELIZABETH AND UITENHAGE: AMENDMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby— (287)

(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 1993c, 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) and 7 shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 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.

BYLAE

NYWERHEIDSRAAD VAN DIE HAARKAPPERSBEDRYF, PORT ELIZABETH EN UITENHAGE

OOREENKOMS

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

The South African Hairdressers' and Cosmetologists' Association

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

The S.A. Hairdressers' Employees' Industrial Union (Tak Port Elizabeth en Middelland)

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

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf, Port Elizabeth en Uitenhage,

tot wysiging van die Ooreenkoms van die Raad gepubliseer by Goewermentskennisgewing No. R 222 van 6 Februarie 1987 (hierna die herbekragtigingsooreenkoms genoem), soos gewysig en hernu by Goewermentskennisgewings Nos. R. 2494 van 6 November 1987 en R. 958 en R 959 van 3 Mei 1991.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Haarkappersbedryf nagekom word—

(1) deur alle werkgewers en werknemers wat lede is van onderskeidelik die werkgewersorganisasie en die vakvereniging,

(2) in die landdrosdistrikte Port Elizabeth en Uitenhage

2. KLOUSULE 4—LONE

Vervang subklousule (1) deur die volgende:

"(1) Behoudens subklousule (2) van hierdie klousule mag geen lone wat laer is as die volgende deur 'n werkgewer betaal en deur 'n werknemer aanvaar word nie:

(a) Haarkapper:

	Per week R	*Per maand* R
(i) *Voltyds:*		
Eerste jaar van Ooreenkoms	161,00	697,00
Daarna.....	193,00	836,00
(ii) *Los:*		Per dag
Eerste jaar van Ooreenkoms		65,00
Daarna.....		76,00

(b) Haarkappersbedryf:

(i) Ontvangsklerk en/of telefonis:

	Per week R	*Per dag* R
Eerste jaar van Ooreenkoms...	141,00	609,00
Daarna.....	168,00	728,00
(ii) *Sjampoeïs*		
Eerste jaar van Ooreenkoms..	87,00	375,00
Daarna	103,00	446,00
(c) Algemene assistent:		
Eerste jaar van Ooreenkoms	65,00	282,00
Daarna	77,00	333,00
(d) Los algemene assistent:		Per dag
Eerste jaar van Ooreenkoms		11,00
Daarna		13,00.".

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, PORT ELIZABETH AND UITENHAGE

AGREEMENT (287)

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 S.A. Hairdressers' Employees' Industrial Union (Port Elizabeth and Midlands Branch)

(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, Port Elizabeth and Uitenhage;

to amend the Agreement of the Council published under Government Notice No. R. 222 of 6 February 1987 (hereinafter referred to as the Re-enacting Agreement), as amended and extended by Government Notices Nos R. 2494 of 6 November 1987 and R. 958 and R. 959 of 3 May 1991.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Hairdressing Trade—

(1) by all employers and employees who are members of the employers' organisation and the trade union, respectively;

(2) in the Magisterial Districts of Port Elizabeth and Uitenhage.

2. CLAUSE 4—WAGES

Substitute the following for subclause (1):

"(1) Subject to the provisions of subclause (2) of this clause, no employer shall pay and no employee shall accept wages at rates lower than the following:

(a) Hairdresser:

	Per week R	*Per month* R
(i) *Full time:*		
First year of Agreement.....	161,00	697,00
Thereafter	193,00	836,00
(ii) *Casual:*		Per day
First year of Agreement.....		65,00
Thereafter		76,00

(b) Hairdressing Trade:

(i) Receptionist and/or telephonist:

	Per week R	*Per day* R
First year of Agreement.....	141,00	609,00
Thereafter	168,00	728,00
(ii) *Shampooist*		
First year of Agreement.....	87,00	375,00
Thereafter	103,00	446,00
(c) General assistant:		
First year of Agreement	65,00	282,00
Thereafter	77,00	333,00
(d) Casual general assistent:		Per day
First year of Agreement		11,00
Thereafter.....		13,00 ".

3. KLOUSULE 6—WERKURE

Vervang subklousule (6) deur die volgende:

"(6) *Etenspouses*—Alle werknemers moet 'n pouse van minstens een uur vir 'n maaltyd tussen die ure 12 00 en 14 00 op alle werkdae toegestaan word. Met dien verstande dat geen werknemer verplig of toegelaat mag word om vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n onderbroke pouse van minstens een uur te werk nie, en vir die toepassing van hierdie voorbehoudsbepaling word werktye wat deur 'n pouse, van minder as een uur onderbreek word, geag aaneenlopend te wees: Met dien verstande voorts dat in plaas van die toestaan van etenspouses 'n werkgewer en sy werknemer kan ooreenkom dat die werknemer 'n vrye dag per week toegestaan word, en indien die vrye dag op 'n openbare vakansiedag val, verbeur die werknemer die vrye dag, en indien die vrye dag nie op 'n openbare vakansiedag val nie, verbeur die werkgewer die vrye dag."

4. KLOUSULE 7—JAARLIKSE VERLOF EN BETALING

In subklousule (7) (c), vervang die uitdrukking "op las of versoek van die werkgewer" deur die uitdrukking "deur wedersydse ooreenkoms tussen die werkgewer en die werknemer".

5. KLOUSULE 9—BEVOEGDHEIDSERTIFIKAAT

Skrap die klousule in sy geheel.

6. KLOUSULE 13—REGISTRASIE VAN WERKNEMERS EN WERKGEWERS

Vervang subklousule (9) deur die volgende:

"(9) Indien die Raad 'n bedrag wat ingevolge hierdie klousule betaalbaar is, nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, ontvang nie, is die werkgewer onderhewig aan 'n boete van R5,00 per maand: Met dien verstande dat die Raad die reg het om na goeddunke die betaling van die boete of 'n gedeelte daarvan kwyt te skeld."

7. KLOUSULE 14—VAKVERENIGINGARBEID

In subklousule (3), skrap die uitdrukking "op werknemers vir wie besoldiging in klousule 4 (c) van die Ooreenkoms voorgeskryf word, en ook nie op vakleerlinge nie of"

8. KLOUSULE 17—SIEKTEVERLOF

In subklousule (2) (b) (iii), vervang die uitdrukking "op las of versoek van sy werkgewer" deur die uitdrukking "deur wedersydse ooreenkoms tussen die werkgewer en die werknemer";

9. KLOUSULE 19—UITGAWE VAN DIE RAAD

(1) In die eerste en tweede reels, vervang die uitdrukking "60 sent" deur die uitdrukking "R1,50"

(2) In die eerste paragraaf, skrap die uitdrukking "en 10 sent van elke los werknemer vir elke week waarin hy by daardie werkgewer in diens was";

(3) In die tweede paragraaf, vervang die uitdrukking "sewende" in die tweede reel deur die uitdrukking "15de".

10. KLOUSULE 23—BEHEER VAN PERSEEL

(1) Nommer die bestaande klousule sodat dit subklousule (1) word

(2) Voeg die volgende nuwe subklousule (2) in:

"(2) 'n Werkgewer mag nie sonder die vooraf verkree toestemming van die Raad veroorsaak of toelaat nie dat 'n perseel of gedeelte daarvan waarin hy toiletdienste bedryf of bedryf het, deur enigiemand verhuur of onderverhuur of beset word sodat daardie persoon werk kan verrig wat regstreeks of onregstreeks in verband staan met die Haarkappersbedryf of die verskaffing van toiletdienste Die Raad kan na goeddunke en sonder om enige rede daarvoor te verstrek, sy toestemming gee of weerhou."

Hierdie Ooreenkoms is namens die partye, op hede die 3de dag van Februarie 1992 te Port Elizabeth onderteken

B. M. BAUER,
Voorsitter van die Raad.

B. PEARTON,
Ondervoorsitter van die Raad.

I. M. DUNSTAN,
Sekretaris van die Raad.

3. CLAUSE 6—HOURS OF WORK

(287)

Substitute the following for subclause (6):

"(6) *Meal intervals*—All employees shall be allowed an interval of at least one hour for a meal between the hours 12:00 and 14.00 on all working days: Provided that no employee shall be required or allowed to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour, and for the purposes of this proviso periods of work interrupted by an interval of less than one hour shall be deemed to be continuous: Provided further that in lieu of the granting of meal intervals an employer and his employee may agree that the employee will be granted a day off per week, and if the off-day falls on a public holiday the employee shall forfeit the off-day, and if the off-day does not fall on a public holiday, the employer shall forfeit the off-day."

4. CLAUSE 7—ANNUAL LEAVE AND PAYMENT

In subclause (7) (c), for the expression "on the instructions or at the request of the employer; or" substitute the expression "with the mutual agreement of both the employer and the employee, or".

5. CLAUSE 9—CERTIFICATE OF COMPETENCY

Delete the entire clause.

6. CLAUSE 13—REGISTRATION OF EMPLOYEES AND EMPLOYERS

Substitute the following for subclause (9):

"(9) 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 be subject to a penalty of R5,00 per month: Provided that the Council shall be entitled in its absolute discretion to waive payment of such penalty or part thereof.".

7. CLAUSE 14—TRADE UNION LABOUR

In subclause (3), delete the expression "to employees for whom remuneration is laid down in clause 4 (c) of the Agreement, nor to apprentices, nor"

8. CLAUSE 17—SICK LEAVE

In subclause (2) (b) (iii) for the expression "on the instructions or at the request of his employer; or" substitute the expression "with the mutual agreement of both the employer and the employee, or",

9. CLAUSE 19—EXPENSES OF THE COUNCIL

(1) In the second line, substitute the expression "R1,50" for the expression "60 cents".

(2) In the first paragraph, delete the expression ",and 10 cents for each casual employee in respect of each week during which he was employed by the employer",

(3) In the second paragraph, substitute the expression "15th" for the expression "seventh" in the third line

10. CLAUSE 23—CONTROL OF PREMISES

(1) Number the existing clause to become subclause (1).

(2) Insert the following new subclause (2);

"(2) No employer shall, without obtaining the prior consent of the Council, cause or permit any premises or 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 provision of toilet services. The consent of the Council may be given or withheld in its discretion, and without assigning any reason therefor "

This Agreement signed at Port Elizabeth, on behalf of the parties, this 3rd day of February 1992.

B. M. BAUER,
Chairman of the Council.

B. PEARTON,
Vice-Chairman of the Council

I. M. DUNSTAN,
Sectretary of the Council

Security guards must pass strict checks

RAY HARTLEY

EVERY one of SA's more than 85 000 registered security guards had been fingerprinted and checked by police for past criminal activity, SA Intruder Detection Systems' Association administrator Frank Sims said yesterday.

He said fingerprinting had been in operation since the introduction of the Security Officers' Board — a government body which has regulated the industry since 1987.

"If a company does not conform to these requirements, the board can stop it operating," Sims said.

He could not say how many security officers had been involved in theft, but described it as "a minuscule amount".

Armed Response MD Errol Feldman, whose firm recently helped the police arrest nine of its guards who had allegedly stolen from clients, said only one in 10 applicants made it past strict security checks.

Of about 700 guards who had worked for Armed Response since it was formed six years ago, only the nine who were arrested last month had been suspected of theft, Feldman said.

"We check references, speak to family, friends and previous employers. If they pass all these they are fingerprinted and checked for previous convictions," he said.

The applicants were subjected to lie-detector tests after a week of training, when they were questioned about themselves and others on the training course, he said.

Feldman said Armed Response internal investigators had alerted the police to the nine guards, five of whom allegedly had been involved in a theft from a supermarket.

"We tell our guys if they break the law, capture is certain," he said. Supervisors were often sent to photograph the scene of a crime and the guards at work to make any theft easily traceable.

'Slave labour' in city docks

287

SOUTH 15/8-19/8/92

By Justin Pearce

CAPE Town dock workers, some only 15 years old, sleep on a concrete floor and are given one meal of mieliepap after a 12-hour working day — seven days a week.

The workers, mostly recruited from Mafikeng, sleep on the floor of an upstairs warehouse on pieces of cardboard, covered only by blankets that they brought with them.

Those who do not have their own plates eat their mieliepap off pieces of cardboard.

Most of the 60 men and boys were recruited on contract from Mafikeng, and said they were brought to Cape Town in a lorry. The others were brought from Atlantis and Mitchells Plain

"We only saw these conditions when we got here," one of the Mafikeng workers said, "and now we cannot go back."

"We signed a contract, but we did not know where we were going to," said another.

One worker said the employers were "very secretive" and that the men were kept in the dark about their employment status and rights.

They had not been asked to hand in unemployment cards, and did not know whether they were regarded as casual labourers.

The men are employed to put maize into bags on the quayside. The maize is offloaded mechanically from a United States-registered ship, Omi Missouri.

There are two shifts, starting at 6am and 6pm.

Some of the men were covered in the white dust from the maize when SOUTH's reporter and photographer investigated.

The workers did not know how long they would be employed — they suspected the jobs would last until the ship's cargo had been offloaded.

Sausages

They said they had been promised R30 a day, but had not yet been paid their wages They are hoping to be paid at the end of this week, by which time the Mafikeng people will have worked three weeks and the others two weeks. Some of the men said they had been loaned money by their employers, with which they bought sausages and eggs to supplement the mieliepap.

"I've never come across work like this" said a worker from Mitchells Plain.

"We work 12 hours a day with no overtime or weekend rates. We don't know when the week begins or ends. We feel like slaves, but we need the work."

The workers from the Western Cape live in the warehouse because they cannot get from their homes to the docks by 6am, they said.

Representatives of the company responsible for offloading the maize said the firm was called Great Lakes. They refused to comment, referring inquiries to "the boss", but refused to disclose a telephone number or address where the boss could be contacted.

"We brought these guys from a place where there are no jobs," said a woman, who seemed to be a supervisor.

Asked how much the workers were paid, she said "Enough".

She then called a male colleague who told SOUTH's reporter and photographer they were trespassing. "You are only making trouble for your people," he said.



HARBOUR HARDSHIP: A dish of mielie pap and a corner of a warehouse are board and lodging for this migrant worker at the Cape Town harbour Photo: Fanie Jason

Where are the dock workers?

SOUTH 22/8-26/8/92 287

By Justin Pearce

CONFUSION surrounds the fate of 60 dock workers whose inhumane living and working conditions SOUTH exposed last week.

While the contracting firm that recruited the men claims to have fired them, workers say they are merely living in different premises.

Most of the men were recruited in Mafikeng by contracting company Great Lakes to work for the transportation company, Fair Trade, which is offloading maize from the US ship Omi Missouri.

Cape Town harbour manager Mr Rudie Basson last week expressed concern about the workers' living conditions. He emphasised they were not employees of Portnet, the company controlling the harbour, and that Portnet did not wish to have workers living in such conditions on its property.

He said since the men arrived in Cape Town during the general strike there had been difficulty in finding accommodation.

"I gave permission for the warehouse to be used temporarily. I gave until last weekend for the company to find suitable accommodation for the workers," Basson said.

When SOUTH contacted Great Lakes on Monday a man who did not identify himself said workers had been "paid off" and were to be returned to Mafikeng that night.

He said they had been fired because the attitude of people in Cape Town towards the workers and their living conditions made it impossible for the firm to operate.

"I've never seen something like this in all the places I've worked in, from Zambia to the Cape," he said.

He blamed SOUTH's exposé of the living condition for the sackings.

"We do our best for these people and get this trouble," he said.

But dock workers said the Mafikeng workers were still working but living elsewhere.

news in brief

300 guards on strike

ABOUT 300 striking Springbok Patrols security guards confronted police outside the company's head office in Maraisburg yesterday.

Police spokesman Major Henriette Bester said shots were fired when police arrived at 8.25am.

The strikers, some armed with shotguns, sjamboks and batons, grouped outside the locked gates, singing and toyi-toying. Police negotiated with the strikers, who agreed to disperse at about 10am.

Police, security guards clash during protest

Crime Reporter 287 182

About 300 striking Springbok Patrols security guards confronted policemen outside the company's head office in Maraisburg yesterday.

Police spokesman Major Henriette Bester said shots were fired when police arrived at 8.25 am. No one was hurt. STAR 4/9/92

The strikers, some armed with shotguns, sjamboks and batons, grouped outside the locked gates.

Mick Bartmann, managing director of the Bartmann holding company, said some guards had been intimidated to join the protest.

He said the protest followed negotiations with workers who wanted to join the Transport and General Workers' Union.

The union was now demanding the firing of members of the Bartmann company's staff association, he said.

Besware teen of vertoë moet by die Registrateur van die Raad vir Sekuriteitsbeamptes, Privaatsak X817, Pretoria, 0001, ingedien word. Dit word verkies dat belanghebbendes voorstelle doen oor die bewoording van die regulasies wat aanbeveel word.

F. K. LUBBE,

Registrateur: Raad vir Sekuriteitsbeamptes.

BYLAE

REGULASIES OP PLIGTE EN BEVOEGDHEDE VAN INSPEKTEURS, 1992

Woordbepaling

1. In hierdie regulasies het enige woord of uitdrukking waaraan 'n betekenis in die Wet geheg is, die betekenis aldus daaraan geheg, en tensy uit die samehang anders blyk, beteken—

(i) **"die Wet"** die Wet op Sekuriteitsbeamptes, 1987 (Wet No. 92 van 1987), die Regulasies, asook die Gedragskode vir Sekuriteitsbeamptes;

(ii) **"inspekteur"** 'n persoon of persone deur die Raad kragtens artikel 3 (d) van die Wet op Sekuriteitsbeamptes, 1987 (Wet No. 92 van 1987), aangestel.

Pligte van inspekteurs

2. (1) Die Raad wys 'n bevoegde persoon of persone in terme van artikel 3 (d) van die Wet, as inspekteur vir doeleindes van die Wet aan.

(2) Die inspekteur moet, onderworpe aan die beheer en voorskrifte van die Registrateur, die werksaamhede by die Wet aan hom opgedra, verrig;

(3) (a) elke inspekteur kragtens regulasie 2 (1) aangewys moet van 'n sertifikaat voorsien word wat deur die Registrateur onderteken is en waarin verklaar word dat hy as 'n inspekteur aangewys is: Met dien verstande dat indien sy aanwysing as inspekteur tot 'n bepaalde werksaamheid of werksaamhede beperk is, sy sertifikaat daardie beperking moet vermeld.

(b) Wanneer 'n inspekteur kragtens regulasie 2 (1) aangewys 'n werksaamheid kragtens die Wet verrig in die teenwoordigheid van iemand wat daardeur geraak word, moet die inspekteur op versoek van so iemand die sertifikaat in subregulasie (3) (a) bedoel aan hom toon.

Bevoegdhede van inspekteurs

3. (1) 'n Inspekteur kan te alle redelike tye en sonder voorafgaande kennisgewing—

(a) 'n perseel of ander plek betree of binnegaan waar 'n sekuriteitsdiens gelewer word, of wat, na hy vermoed, 'n perseel of 'n plek is waar 'n sekuriteitsdiens gelewer word indien hy rede het om te vermoed dat 'n misdryf ingevolge die Wet gepleeg word deur 'n persoon wat 'n werksaamheid as 'n sekuriteitsbeampte op so 'n perseel of by so 'n plek verrig;

Any comments or representations by interested parties should be submitted in writing to the Registrar of the Security Officers' Board, Private Bag X817, Pretoria, 0001. It is preferable that interested parties should make proposals on the wording of the regulations as recommended.

287

F. K. LUBBE,

Registrar: Security Officers' Board.

SCHEDULE

REGULATIONS ON DUTIES AND POWERS OF INSPECTORS, 1992

Definitions

1. In these regulations any word or expression to which a meaning has been assigned in the Act shall bear the meaning so assigned to it and, unless the context otherwise indicates—

(i) **"inspector"** means of person or persons appointed by the Board in terms of section 3 (d) of Security Officers Act, 1987 (Act No. 92 of 1987);

(ii) **"the Act"** means the Security Officers' Act, 1987 (Act No. 92 of 1987), the regulations and also the Code of Conduct.

Duties of inspectors

2. (1) The Board designates a competent person or persons in terms of section 3 (d) of the Act as inspector for the purposes of the Act.

(2) The inspector shall subject to the control and directions of the Registrar, perform the functions assigned to him by the Act.

(3) (a) each inspector designated under regulation 2 (1) shall be furnished with a certificate signed by the Registrar and stating that he has been designated as an inspector: Provided that if his designation as inspector is limited to any particular function or functions his certificate shall state such limitation.

(b) Whenever an inspector designated under regulation 2 (1) performs a function under the Act in the presence of any person affected thereby the inspector shall on request produce to him the certificate referred to in subregulation (3) (a).

Powers of inspectors

3. (1) An inspector may at all reasonable times and without giving prior notice—

(a) enter any premises or other place where a security service is rendered, or which he suspects to be premises or other place where a security service is being rendered if he has reason to suspect that an offence under the Act is being committed by a person performing a function as a security officer on such premises or at such place;

(b) 'n perseel of ander plek betree of binnegaan met die doel om 'n inspeksie in terme van die Wet uit te voer;

(c) 'n sekuriteitsbeampte gelas om homself te identifiseer en bewys te lewer van sy registrasie as sekuriteitsbeampte;

(d) 'n sekuriteitsbeampte wat op of in so perseel is of was, òf alleen òf in die teenwoordigheid van iemand anders betreffende 'n aangeleentheid waarop die Wet betrekking het, ondervra;

(e) van 'n sekuriteitsbeampte wat beheer of toesig het oor 'n boek, geskrif of ander stuk wat op of in daardie perseel gehou of vertoon word of gehou of vertoon moet word, vereis dat so 'n boek, geskrif of ander stuk dadelik of op 'n tyd en plek wat hy bepaal, voorgelê word;

(f) so 'n boek, geskrif of ander stuk ondersoek of 'n afskrif daarvan of 'n uittreksel daaruit maak;

(g) van so iemand 'n verduideliking van 'n inskrywing in so 'n boek, geskrif of ander stuk vereis;

(h) enige gebou of voertuig op daardie perseel of enige artikel wat op of in die perseel is of was of enige toestand wat op of in daardie perseel heers, inspekteer of so 'n artikel of 'n deel daarvan vir ondersoek verwyder;

(i) beslag lê op enige boek, geskrif of ander stuk of op so 'n artikel, of deel wat na sy oordeel as bewys kan dien by die verhoor van 'n sekuriteitsbeampte op aanklag weens 'n misdryf kragtens die Wet;

(j) 'n sekuriteitsbeampte (met inbegrip van 'n voormalige sekuriteitsbeampte) gelas om op 'n tyd en plek wat hy bepaal, voor hom te verskyn en so 'n sekuriteitsbeampte, óf alleen óf in die teenwoordigheid van iemand anders betreffende 'n aangeleentheid waarop die Wet betrekking het, ondervra.

(2) 'n Inspekteur kan enige persoon wat geklee is in 'n uniform of 'n kenteken dra wat te kenne gee dat hy 'n sekuriteitsbeampte is, of wat op eniger ander wyse deur woord of daad te kenne gee dat hy 'n sekuriteitsbeampte is, gelas om homself te identifiseer en bewys te lewer van sy registrasie as sekuriteitsbeampte.

(3) (a) 'n Tolk, 'n lid van die Suid-Afrikaanse Polisie of enige ander assistent wat 'n inspekteur nodig ag, kan 'n inspekteur by die verrigting van sy werksaamhede kragtens die Wet vergesel.

(b) By die toepassing van die Wet word 'n inspekteur se assistent terwyl hy optree kragtens die opdragte van 'n inspekteur geag 'n inspekteur te wees.

(b) enter any premises or other place for the purpose of conducting an inspection in terms of the Act;

(c) require a security officer to identify himself and to give proof of his registration as a security officer;

(d) question any security officer who is or was on or in such premises, either alone or in the presence of any other person on any matter to which the Act relates;

(e) require from a security officer who has control over or custody of a book, writing or other document kept or displayed or required to be kept or displayed on or in those premises, to produce to him forthwith, or at such time and place as may be determined by him, such book, writing or other document;

(f) examine any such book, writing or other document or make a copy thereof or an extract therefrom;

(g) require from such person an explanation of an entry in such book, writing or other document;

(h) inspect any building or vehicle on those premises or any article, part or which in his, opinion may serve as evidence at the trial of any person charged with an offence under the Act;

(i) seize any such book, writing or other document or any such article or part which in his opinion may serve as evidence at the trial of any person charged with an offence under the Act;

(j) direct any security officer (including any former security officer) to appear before him at such time and place as may be determined by him and question such security officer either alone or in the presence of any other person on any matter to which the Act relates.

(2) An inspector may require any person wearing a uniform or insignia which indicates that he is a security officer, or who in any other manner by word or conduct indicates that he is a security officer, to identify himself and to give proof of his registration as a security officer.

(3) (a) An interpreter, a member of the South African Police or any other assistant required by an inspector may accompany an inspector when he performs his functions under the Act.

(b) For the purpose of the Act an inspector's assistant shall, while he acts under the instructions of an inspector, be determined to be an inspector.

(4) Wanneer 'n inspekteur 'n perseel kragtens subregulasie (1) betree, moet die sekuriteitsbeampte wat daardie perseel okkupeer of gebruik en elke sekuriteitsbeampte wat daarop of daarin werk verrig, te alle tye die fasiliteite verskaf wat redelikerwyse deur die inspekteur vereis word ten einde hom in staat te stel om sy of hul werksaamhede kragtens die Wet effektief te verrig.

Strafbepalings

4. 'n Persoon wat—

(1) weier of versuim om na sy beste vermoë aan 'n lasgewing van 'n inspekteur by die verrigting van 'n werksaamheid kragtens hierdie Regulasies te voldoen;

(2) 'n inspekteur by die verrigting van 'n werksaamheid kragtens hierdie regulasies hinder of belemmer,

is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens R3 000 of met gevangenisstraf vir 'n tydperk van hoogstens ses maande of met sowel daardie boete as daardie gevangenisstraf.

(11 September 1992)

RAADSKENNISGEWING 296 VAN 1992

BLYTHEDALESTRAND GESONDHEIDSKOMITEE

REGULASIES INGEVOLGE ARTIKEL 10 VAN DIE STRANDWET, 1935 (WET No. 21 VAN 1935)

Die Administrateur van die provinsie Natal het kragtens artikel 10 (1) van die Strandwet, 1935 (Wet No. 21 van 1935), die regulasies in die Bylae, soos aangeneem deur die Blythedalestrand Gesondheidskomitee, goedgekeur.

BYLAE

1. In hierdie regulasies het enige woord of uitdrukking waaraan 'n betekenis in die Wet toegewys word, daardie betekenis en tensy die samehang anders aandui, beteken—

"die Wet" die Strandwet, 1935 (Wet No. 21 van 1935);

"Komitee" die Blythedalestrand Gesondheidskomitee;

"regsgebied" die gebied wat deur die Administrateur omskryf word by proklamasie in die *Offisiële Koerant* van die provinsie Natal as die gebied waaroor die Blythedalestrand Gesondheidskomitee regsbevoegdheid het en sluit die strand wat binne sodanige regsgebied geleë is in; en

"voertuig" dit wat in artikel 1 van die Padverkeerswet, 1989 (Wet No. 29 van 1989), daaraan toegewys word.

2. (1) Niemand mag, behalwe kragtens die magtiging van 'n permit in subregulasie (2) bedoel, 'n voertuig op daardie gedeelte van die strand gebruik wat binne die regsgebied van die Komitee geleë is nie.

(4) When an inspector enters any premises under subreglation (1) the security officer occupying or using those premises and each security officer performing any work thereon or therein shall at all times provide such facilities as are reasonably required by the inspector to enable him to perform effectively his functions under the Act.

287

Penalties

4. Any person who—

(1) refuses or fails to comply to the best of his ability with any requirement made by an inspector in the performance of a function under these regulations;

(2) hinders or obstructs an inspector in the performance of a function under these regulations,

shall be guilty of an offence and on conviction liable to a fine not exceeding R3 000 or to imprisonment for a period not exceeding six months or to both such a fine and such imprisonment.

(11 September 1992)

BOARD NOTICE 296 OF 1992

BLYTHEDALE BEACH HEALTH COMMITTEE

REGULATIONS IN TERMS OF SECTION 10 OF THE SEA-SHORE ACT, 1935 (ACT No. 21 OF 1935)

The Administrator of the Province of Natal, has under section 10 (1) of the Sea-Shore Act, 1935 (Act No. 21 of 1935), approved the regulations contained in the Schedule, made by the Blythedale Beach Health Committee.

SCHEDULE

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

"area of jurisdiction" means the area defined by the Administrator by proclamation in the *Official Gazette* of the Province of Natal as the area in which the Blythedale Beach Health Committee has jurisdiction and includes the sea-shore situate within such area of jurisdiction;

"Committee" means the Blythedale Beach Health Committee;

"the Act" means the Sea-Shore Act, 1935 (Act No. 21 of 1935); and

"vehicle" has the meaning assigned to it in section 1 of the Road Traffic Act, 1989 (Act No. 29 of 1989).

2. (1) No person shall, except on the authority of a permit referred to in subregulation (2) use any vehicle on that portion of the sea-shore that is situated within the area of jurisdiction of the Committee.

HoR guard in pay row over move

287

Sl Times (Cape Metro) 20/9/92

By JESSICA BEZUIDENHOUT

AN ANGRY security officer in the House of Representatives has accused his superiors of reneging on an agreement to compensate him for a loss of R15 000 when he was "forced" to move to George because it was against his religion to work on Friday evenings and Saturdays.

Mr Chris Koopman, a member of the Seventh Day Adventist Church, claims his superiors also "undermined" the authority of the previous chairman of the ministers council, Reverend Allan Hendrickse, who had given written permission for him not to have to work on those days.



CHRIS KOOPMAN
Wants compensation

He has now received a letter informing him that Rev Hendrickse did not have the authority to excuse him from work and that he would have to reapply for the neccessary permission.

Last year an agreement was reached for him to be compensated for losses he incurred by paying his own removal costs when he asked to be transferred to George to escape having to work at times forbidden by his religion.

Mr Koopman says that after Rev Hendrickse's intervention, it was agreed that he would be given another position with different shifts.

"Religious discrimination has cost my family R15 000, and the situation has become unbearable," he said.

In George his family stayed in a single room and were forced to sell most of their furniture.

Mr Koopman said less than R4 000 has been paid to him since the agreement with the director general of the Department of Budgetary and Auxiliary Services, Mr Patrick McEnery, was reached in April last year.

Satisfied

He recently received a letter from the department requesting him to reapply to be excused from duty on Friday evenings and Saturday nights, despite the written permission he received from Mr Hendrickse in 1989 not to do so.

The letter said the HoR no longer acknowledged the legal validity of Mr Hendrickse's letter.

"To keep my job I was forced to report for duty at times determined by the regional representative immediately after receipt of the letter last month," he said.

A spokeswoman for the HoR said a legal opinion had been obtained on the issue, and the Administration was satisfied that it had acted within its rights.

She said one of the employment conditions for civil servents was that they would only be compensated if transferred by the department, but Mr Koopman had requested the transfer. She could not comment on the reason for the delay in paying the balance of the compensation agreed to by the director general.

Mr Koopman's case has been referred to the Commission of Administration, she said.

Black hair care lift

■ **Hairdressers can get a R15 000 start-up kit:**

By Joshua Raboroko

PROSPECTIVE black hair-salon owners can receive about R15 000 to start business in the townships.

The scheme is a joint venture by Fabcos affiliate Afro-Hairdressing and Beauty Association of South Africa's Foundation Fund (Abhasa) and Unibank in their attempt to develop entrepreneurship.

Already more than 40 salons have been started through the scheme which has been hailed as an important milestone on the road of black advancement.

According to a successful candidate, Mr Mphumi Sejaji who owns Shadows Hair Salon in Soweto, the business is booming. He was able to attract more customers, than in his backyard in Pimville.

Financial package

Abhasa chairman Mr Xolani Qhubeka said they had started a financial package to assist members in funding the upgrading of existing salons, both backyard and formal structures.

"The unit comes with a range of hair products at a maximum cost of R15 000, depending on the needs of each member or applicant."

Unibank's general manager Mr Alan Crowford said they were proud to be associated with it because "we want to advance the small businesses in the townships".

He was optimistic that the scheme would help create job opportunities for many. For more advice applicants could approach Abhasa at (012) 327-1940.



Strikers are blamed for open graves

JOHANNESBURG. — Striking grave-diggers have been blamed for leaving 14 bodies in open graves at Ratanda township near Heidelberg last week.

Witwatersrand police spokesman Captain Eugene Opperman said Ratanda municipal grave-diggers on a go-slow strike had not filled the graves.

They had refused to fill the graves, apparently because they feared they would not be paid overtime for their work.

Amid doubts about the identity of the 14, the Goldstone Commission last week ordered that the bodies be exhumed and returned to the local government mortuary — where they had lain for more than six months without being claimed.

ANC PWV region general-secretary Mr Paul Mashatile, who viewed the bodies yesterday, said they would be reburied today.

Captain Opperman slammed reports alleging the police had "dumped" the bodies and handled them "without dignity".

"Some media reports even insinuated that those buried died at the hands of the security forces under suspicious circumstances. The insinuation is not only unfair, but devoid of any truth," he said.

The police had been asked to help transport the 14 coffins to the cemetery, where they had been met by representatives of the Ratanda municipality and the funeral parlour service. CT 28/10/92

The graves had been dug with a machine hired by the municipality. "The coffins were properly lowered into the graves and then left for the grave-diggers to fill up." — Sapa (287)

Albert not mine, says Claudia

Apart ate

APARTHEID is still alive at Vaal Security System. Black employees were told this week to down their lunch boxes and eat elsewhere!

The surprise move to have black workers switch from the Taalbos canteen, which used to serve blacks and whites – to a blacks only and "inferior" canteen at Highveld – has infuriated the black employees.

287
Opinion 1/11/92.

AWB bullies command township security — claim

SOWETAN 28/11-2/12/92

By Sabata Ngcai

AFRICAN security officers employed by Ikapa Town Council (ITC) claim that their white commanders are members of the Afrikaner Weerstandsbeweging (AWB).

They also claim that the ITC gives firearms only to the white security officers and does not promote African officers.

The security officers say the alleged AWB members are employed to keep them in check.

The claims are made in a memorandum outlining the plight of African security officers. The memorandum was handed to the Cape Provincial Administration (CPA) in Goodwood this week.

The memorandum lists the following "evidence" for the claim that the white employees are members of the AWB:

- they wear rings on their fingers which are engraved with the letters "AWB";
- they shout slogans such as "Viva AWB, viva";
- the letters AWB are written prominently on their telephone directory;
- they often display their badges when they are angry and openly declare that they are AWB members.

An African security officer in Langa, who refused to be identified for fear of losing his job, said the white security officers recently asked a worker to make the AWB rings for them.

"Whenever we stick ANC notices or pamphlets on our notice board for other workers to see, the white security officers would tear them into pieces and chant "Viva AWB, viva," said one of the African security officers.

An African security officer in Nyanga said the white security officers boast that they are AWB members whenever there is a quarrel between white and African security officers.

"A quarrel broke out when he found me lighting a paraffin heater, he kicked it and confiscated it and told me he was an AWB member and took out a badge to show me."

"The white security officers force us to patrol without any firearms to protect ourselves," an African security officer complained.

Another claim is that the ITC does not promote African security officers to senior positions.

"Some of us have passed standard 10 and have been in junior posts for 9 years," said an officer.

ITC principal security officer Mr George Olivier refused to comment on the allegations.

CPA regional director Mr Fanie Naude acknowledged that he had received the memorandum but refused to comment before he had met with the African security officers.

ITC town secretary Mr Deon Adriaanse said the ITC does not keep a record of the political affiliation of its members.

He also denied that the ITC was giving posts to people on the basis of colour.

Adriaanse said the fact that there are people who have been in junior positions for ten years is not new and is "what is happening all over the world".

NOTICE 1149 OF 1992

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

CANCELLATION OF REGISTRATION OF AN EMPLOYERS' ORGANIZATION

I, Gerhardus Coenraad Papenfus, Assistant Industrial Registrar, hereby notify, in terms of section 14 (2) of the Labour Relations Act, 1956, that I have cancelled the registration of the Midland and Border Aggregate Producers' Association with effect from 8 December 1992.

G. C. PAPENFUS,
Assistant Industrial Registrar.
(18 December 1992)

KENNISGEWING 1149 VAN 1992

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN REGISTRASIE VAN 'N WERKGEWERSORGANISASIE

Ek, Gerhardus Coenraad Papenfus, Assistentnywerheidsregistrateur, maak hiermee kragtens artikel 14 (2) van die Wet op Arbeidsverhoudinge, 1956, bekend dat ek die registrasie van die Midland and Border Aggregate Producers' Association met ingang van 8 Desember 1992 ingetrek het.

G. C. PAPENFUS,
Assistentnywerheidsregistrateur.
(18 Desember 1992)

BOARD NOTICES

BOARD NOTICE 346 OF 1992

SECURITY OFFICERS' BOARD

The Security Officers' Board, under section 32 (4) of the Security Officers Act, 1987 (Act No. 92 of 1987), hereby gives notice that the Board intends to issue regulations in the Schedule hereto and invites interested parties to submit in writing to the Board within four weeks from date of publication of this notice, any objections to or representations concerning the proposed regulations.

Any comments or representations by interested parties should be submitted in writing to the Registrar of the Security Officers' Board, Private Bag X817, Pretoria, 0001. It is preferable that interested parties should make proposals on the wording of the regulations as recommended.

F. K. LUBBE,
Registrar: Security Officer's Board.

SCHEDULE

REGULATIONS ON EMERGENCY SECURITY OFFICER

1. Definitions

In these regulations any word or expression to which a meaning has been assigned in the Act shall bear the meaning so assigned to it and, unless the context otherwise indicates—

(i) "Emergency Work" means—

(a) any work which owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, mass stay-away of employees, strike, theft or a threatened breakdown of buildings must be done without delay.

(b) any work which a security officer performs in substitution for any other such employee whose shift is interrupted or cannot be completed or who fails to report for duty or does not report on time: Provided that, an employees shall not be required or permitted to work longer than 16 hours on any day.

(ii) "the Act" means the Security Officers Act, 1987 (Act No. 92 of 1987), the regulations.

RAADSKENNISGEWINGS

RAADSKENISGEWING 346 VAN 1992

RAAD VIR SEKURITEITSBEAMPTES

Die Raad vir Sekuriteitsbeamptes, handelende kragtens artikel 32 (4) van die Wet op Sekuriteitsbeamptes, 1987 (Wet No. 92 van 1987), gee hiermee kennis dat die Raad van voorneme is om gewysigde regulasies in die Bylae hierby uit te vaardig en belanghebbendes word hierby uitgenooi om binne vier weke vanaf die datum van publikasie van hierdie kennisgewing, besware teen of vertoë aangaande die voorgestelde regulasies skriftelik by die Raad in te dien.

Besware teen of vertoë moet by die Registrateur van die Raad vir Sekuriteitsbeamptes, Privaatsak X817, Pretoria, 0001, ingedien word. Dit word verkies dat belanghebbendes voorstelle doen oor die bewoording van die regulasies wat aanbeveel word.

F. K. LUBBE,
Registrateur: Raad vir Sekuriteitsbeamptes.

BYLAE

REGULASIES OP NOOD SEKURITEITSBEAMPTES

1. Woordbepaling

In hierdie regulasies het enige woord of uitdrukking waaraan 'n betekenis in die Wet geheg is, die betekenis aldus daaraan geheg, en tensy uit die samehang anders blyk, beteken—

(i) "die Wet" die Wet op Sekuriteitsbeamptes 1987 (Wet No. 92 van 1987), die Regulasies.

(ii) "Noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n massawegbly van werknemers, brand, storm, ongeluk, epidemie, gewelddaad, diefstal of 'n dreigende onklaarraking van geboue, sonder versuim gedoen moet word;

(b) enige werk wat 'n sekuriteitsbeampte moet verrig ter vervanging van enige ander sekuriteitsbeampte wie se skof onderbreek is of nie voltooi kan word nie of wat versuim om vir diens aan te meld of nie betyds aanmeld nie: Met dien verstande dat daar, nie van 'n werknemer verwag of hy verplig mag word om langer as 16 uur op 'n dag te werk nie.

2. Exemption

In terms of section 10 (5) (b) of the Act the Minister recognises the necessity for and the existence of the category of "Emergency Security Officer" and exempts this category from the provisions of the Security Officers, 1987 (Act No. 92 of 1987) on the following conditions:

(1) The emergency in terms of the definition shall be substantiated by means of documentary proof of such unforseen circumstances referred to in sub-regulation 1 (i) (a) above, officially reported stay-away or general strike.

(2) The maximum period that this category of employee may be employed, for any one event is for three consecutive days.

(3) In the event of the dispute, strike or stay-away lasting for longer than this period, application is made to the Security Officers' Board for an extention of a further three days.

(4) The circumstances referred to in sub-regulation 1 (i) (a) are to be reported to the Board within the three days period as follows:

(a) nature of emergency;

(b) names and Identity numbers of Emergency Security Officers;

(c) date and time of commencement of temporary employment of Emergency Security Officers;

(d) company name and Security Officers' Board registration number.

(5) Only registered security officers may be granted permission to employ Emergency Security Officers as defined.

3. Penalties:

Any security officer who is an employer who refuses or fails to comply with these regulations shall be guilty of an offence and on conviction liable to a fine not exceeding R1 000 or to imprisonment for a period not exceeding six months or to both such a fine and such imprisonment.

(18 December 1992)

2. Vrystelling

Ingevolge artikel 10 (5) (b) van die Wet erken die Minister die noodsaaklikheid vir die bestaan van die kategorie van "Nood Sekuriteitsbeampte" en stel daarmee hierdie kategorie vry van die bepalings van die Wet op Sekuriteitsbeampes, 1987 (Wet No. 92 van 1987), op die volgende voorwaardes:

(1) Die nood ingevolge die definisie moet bewys word deur dokumentêre bewys van sodanige onvoorsiene omstandighede waarna verwys word in sub-regulasie 1 (ii) (a) hierbo, amptelike berig van massawegbly of algemene staking.

(2) Die maksimum periode wat hierdie kategorie van werknemer geemplojeer mag word, is drie agter een volgende dae vir enige een gebeurtenis.

(3) In geval van die dispuut, staking of wegbly wat langer duur as genoemde periode, moet aansoek doen by die Raad vir Sekuriteitsbeamptes vir die verlenging van 'n verdere drie dae.

(4) Die omstandighede verwys na in sub-regulasie 1 (ii) (a) moet gerapporteer word aan die Raad binne die drie dae periode soos volg:

(a) aard van nood;

(b) name en identiteitsnommers van Nood Sekuriteitsbeamptes;

(c) datum en tyd van aanvang van tydelike diens deur Nood sekuriteitsbeamptes;

(d) maatskappy naam en Raad vir Sekuriteitsbeamptes registrasie nommer.

(5) Slegs geregistreerde sekuriteitsbeamptes mag toestemming verleen word om Nood Sekuriteitsbeamptes soos gedefinieer te emplojeer.

3. Strafbepalings

Enige sekuriteitsbeampte wat 'n werkgewer is en wat weier of versuim om aan die bepalings van hierdie Regulasie te voldoen is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens R1 000 of met gevangenisstraf van hoogstens ses maande of met sowel daardie boete as daardie gevangenisstraf.

(18 Desember 1992)

BOARD NOTICE 347 OF 1992

THE SOUTH AFRICAN PHARMACY COUNCIL

NOTICE IN TERMS OF SECTION 45 (2) OF THE PHARMACY ACT, 1974 (ACT No. 53 OF 1974)

Particulars of the following persons found guilty of improper or disgraceful conduct by the South African Pharmacy Council after due inquiry into their conduct, are published for general information:

RAADSKENNISGEWING 347 VAN 1992

DIE SUID-AFRIKAANSE APTEKERSRAAD

KENNISGEWING INGEVOLGE ARTIKEL 45 (2) VAN DIE WET OP APTEKERS, 1974 (WET No. 53 VAN 1974)

Besonderhede rakende onderstaande persone wat na behoorlike ondersoek na hul gedrag deur die Suid-Afrikaanse Aptekersraad aan onbetaamlike of skandelike gedrag skuldig bevind is, word hierby vir algemene inligting bekendgemaak:

Name of person	Nature of offence of which found guilty	Penalty imposed
Jacob Willem JANSE VAN RENSBURG	***Improper conduct:*** Failure to exercise proper and/or reasonable care in respect of and control over the dispensing, sale and/or supply of medicines, whereby a patient was endangered and/or inconvienced	Reprimanded and cautioned.

Estate restaurant fires 40 workers

(281) ARG 22/12/92

Unrecognised union strike turns sour

Staff Reporter

ABOUT 40 workers at the Lord Neethling Restaurant on Neethlingshof wine estate near Stellenbosch have been fired after going on strike for two days.

At the weekend they demonstrated outside the restaurant, toyi-toying, singing and waving placards.

Managing director Mr Francois Theron said management had no option but to fire the workers for refusing to return to work while their grievances were sorted out.

The workers say the strike was the culmination of numerous grievances.

"The major problem we have with management is that they refuse to recognise our union, the Farmworkers Support Committee," a worker said.

"We all belong to the union and feel if it was recognised and proper procedures were adhered to this would not have happened."

Workers claim they:

- Were told to wait until the beginning of January for their bonuses and a few days before Christmas for their wages while farmworkers were paid earlier;
- Earn low wages — starting salaries have just gone up to R455 a month and a little while ago were R250 a month;
- Are overlooked for promotions or new positions in favour of Chinese workers;
- Have to wait three weeks for tips paid by credit card;
- Are searched when they leave the premises and disciplined for eating leftover food;
- Work long hours — a six-day week in split shifts from 10 am to 3 pm and 6.45 pm to midnight or later and;
- Are often paid as late as 11 pm on paydays.

The workers, who were paid out on Sunday night after police were called, said they were glad to leave the estate. They have been paid their tips, leave pay and wages up to December 18.

Mr Theron said the workers went on strike, without warning, at noon on Friday, demanding immediate payment of their December salaries and early payment of bonuses.

Management offered to compromise, offering to pay salaries and 50 percent of bonuses earlier, but the workers persisted with their demands.

He said the workers fell under the Labour Relations Act and management was entitled to require them to comply fully with its terms before embarking on unlawful strike action to the severe prejudice of the company's operations.

Management issued a final ultimatum to them to return to work on Sunday. Several workers complied but the balance rejected the ultimatum and their services were terminated.

Although the police were present on Sunday night, because of increasing tension and threatening conduct by strikers, they took no direct action but facilitated, through discussion and agreement, the departure of dismissed workers not resident on the estate, Mr Theron said.

General secretary of the Farmworkers Support Committee Mr Grant Twigg said it was unfortunate the estate failed to recognise the organisation.

"If we were recognised, the likelihood of this happening would have been very slim."

Mr Gunter Brozel, who runs Neethlingshof and Stellenzicht for owner Mr Hans-Joachim Schreiber, said the incident made him "very sad".

SERVICES SECTOR - LABOUR

1993

Cleaning up after the crowds

(287)

S/Times (Cape Metro)

HELPING to clean up the Cape Town waterfront development after the festivities is Sorma Cape, regional distributor of high pressure cleaners to the Western Cape. 10/1/93.

Sorma has been awarded a contract worth about R130 000 to supply Sorma and Karcher cleaning equipment to the Victoria Wharf on the Victoria and Alfred Waterfront.

The contract includes automatic scrubbers, high-speed burnishers; heavy-duty single-disc scrubbers, and cleaning chemicals.

Sorma Cape chief executive officer Dave Marock says the company recently expanded its workshop and servicing facilities and has the technical back-up to solve any problems clients may encounter.

In two years company turnover has risen to more than R3-million a year.

Victoria and Alfred Waterfront management emphasize that keeping the development clean is a full-time job.

They point out that with millions of people passing through the area annually, 27 cleaning staff are needed on 24-hour shifts, seven days a week, to maintain the high standard expected.

Unions brake proposal for after-hours car repairs

ST Times 17/1/93 (Cape Metro)

By DICK USHER

EXTENDED motor-workshop hours — which would be a boon to travellers, businesses and anyone else who needs a car repaired in a hurry — could be introduced if employers and unions reach agreement.

The proposal is being resisted strongly by the three unions involved in negotiating a new agreement for the motor industry.

Although the unions agree that extended hours would have advantages for all parties — employers, employees and customers — they claim employers have not yet made an offer to workers that would compensate them for the inconvenience of late-night and weekend work.

This is one of the issues that have stalled the industrial council talks on wages and conditions of work for staff at filling stations, vehicle body repair shops, component manufacturers and automotive engineering and reconditioning operations.

The unions declared a dispute with employers over this and several other matters last year and talks held since have brought them little closer to a resolution.

A study by the Automobile Association (AA) on extended trading hours for workshops concluded firmly that if properly regulated these could be only of advantage to all parties.

There would be greater convenience for customers, especially where an individual or company's income depended on a vehicle. Overnight or weekend servicing would reduce down-time for vehicles during normal trading hours.

The AA also noted that "with the combination of South Africa's urban sprawl, huge travelling distances and paucity of public transport, private vehicles can hardly be considered a luxury. The ability to repair and maintain them in the shortest elapsed time is of the greatest importance."

The association said that with the increased rate of urbanisation in the wake of removal of influx control, transport demands were likely to rise "alarmingly" in the next decade.

"The demand for the skills and facilities of workshops is likely to rise far faster than the skills base can be expanded," said the AA.

Without increased efficiency in the industry, customers could find themselves faced with sharp price rises because of a growing scarcity of facilities.

Unions say they are unclear what employers intend by proposing extended trading hours,

- the deferment of payment of a pension interest be subject to the proviso that there is no other satisfactory way in which the other party can be compensated in respect of his or her share in the pension interest; and
- the power of the court to make an order in respect of the payment of a pension interest to a party be subject to the maximum amount that may be commuted into a single payment in terms of the rules of the fund.

Reasoned comments in writing in respect of the proposals contained in the working paper should be addressed to the Commission not later than **15 March 1993.**

The working paper is obtainable free of charge from the Commission on request.

The Commission's offices are on the Eighth Floor, NG Kerk Sinodale Sentrum, 228 Visagie Street, Pretoria. Correspondence should be addressed to:

The Secretary
South African Law Commission
Private Bag X668
0001 PRETORIA.

Telephone: (012) 322-6440 (Mrs P. Kotze).

(22 January 1993)

- die uitstel van die betaling van 'n pensioenbelang onderworpe gestel word aan die voorbehoud dat daar nie 'n ander bevredigende wyse is waarop die ander party vergoed kan word vir sy of haar aandeel in die pensioenbelang nie; en
- die bevoegdheid van die hof om 'n bevel te maak met betrekking tot die betaling van 'n pensioenbelang aan 'n party, onderworpe gestel word aan die maksimum bedrag wat kragtens die reëls waaraan die fonds onderworpe is, in 'n enkelbedrag betaal kan word.

Die Kommissie ontvang graag voor 15 Maart 1993 beredeneerde skriftelike kommentaar ten opsigte van die voorstelle in die werkstuk vervat.

Die werkstuk is op aanvraag gratis van die Kommissie verkrygbaar.

Die Kommissie se kantore is op die Agtste Verdieping, NG Kerk Sinodale Sentrum, Visagiestraat 228, Pretoria. Korrespondensie moet asseblief gerig word aan:

Die Sekretaris
Suid-Afrikaanse Regskommissie
Privaat Sak X668
0001 PRETORIA.

Telefoon: (012) 322-6440 (Mev. P. Kotze).

(23 Januarie 1993)

NOTICE 46 OF 1993

VACANCY, SHERIFF: LOWER COURT, PORT ELIZABETH FOR THE AREA OF PORT ELIZABETH NORTH

Applications are invited for the vacant office of sheriff of the lower court for the area Port Elizabeth North.

Application forms that have to be completed can be obtained from the Magistrate, Port Elizabeth and all magistrates' offices.

It will be expected from applicants to hold an interview with the Magistrate, Port Elizabeth or their local magistrate and to provide a curriculum vitae.

Enquiries: Mr B. van der Merwe.

Telephone: (041) 54-6711.

Closing date: 16:00 on 12 February 1993.

(22 January 1993)

KENNISGEWING 46 VAN 1993

VAKATURE, BALJU: LAERHOF, PORT ELIZABETH VIR DIE GEBIED PORT ELIZABETH-NOORD

Aansoeke word ingewag vir die vakante amp van balju van die laerhof vir die gebied Port Elizabeth-Noord.

Aansoekvorms wat ingevul moet word is by die Landdros, Port Elizabeth en by alle landdroskantore beskikbaar.

Van aansoekers word verwag om 'n onderhoud met die Landdros, Port Elizabeth of u plaaslike landdros te voer en om 'n lewensskets te voorsien.

Navrae: Meneer B. van der Merwe.

Telefoon: (041) 54-6711.

Sluitingsdatum: 16:00 op 12 Februarie 1993.

(22 Januarie 1993)

NOTICE 47 OF 1993

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

APPLICATION FOR VARIATION OF SCOPE OF REGISTRATION OF A TRADE UNION

I, Gerhardus Coenraad Papenfus, Assistant Industrial Registrar, do hereby, in terms of section 4 (2) as applied by section 7 (5) of the Labour Relations Act, 1956, give notice that an application for the variation of its scope of registration has been received from the South African Hairdressers Employees Industrial Union. Particulars of the application are reflected in the subjoined table.

KENNISGEWING 47 VAN 1993

DEPARTEMENT VAN MANNEKRAG

287

WET OP ARBEIDSVERHOUDINGE, 1956

AANSOEK OM VERANDERING VAN DIE REGISTRASIEBESTEK VAN 'N VAKVERENIGING

Ek, Gerhardus Coenraad Papenfus, Assistent-nywerheidsregistrateur, maak ingevolge artikel 4 (2) soos toegepas by artikel 7 (5) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om die verandering van sy registrasiebestek ontvang is van die South African Hairdressers Employees Industrial Union. Besonderhede van die aansoek word in onderstaande tabel verstrek.

Any registered trade union which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Manpower, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

287

TABLE

Name of trade union: South African Hairdressers Employees Industrial Union.

Date on which application was lodged: 6 November 1992.

Interests and area in respect of which application is made: Persons engaged in the Hairdressing Trade in the Magisterial District of Pinetown.

For the purpose of the above—

"Hairdressing Trade" means the trade in which employers and their employees are associated for the purpose of rendering toilet services in any establishment;

"toilet services" means any one or more or a combination of the operations generally and usually performed by and known as the profession of beauty culturists or cosmeticians or cosmetologists or hairdressers, and includes but is not limited to the following operations:

(a) The arranging, dressing, cutting, highlighting, shaving, curling, cleaning, singeing, shampooing, bleaching, dyeing, colouring, braiding, tinting, straightening, styling, waving (permanent, Marcel or water) of hair or any other treatment of the hair of the any other treatment of the hair of the head or the face;

(b) the massaging or other stimulative treatment or exercise of the face, scalp or neck;

(c) the manicuring of nails, the plucking of eyebrows, boardwork, trichological treatment or beauty culture;

(d) the performing of any operation referred to in (a) on any wig or hairpiece to be worn by any person;

whether or not any apparatus, appliance, preparation or substance is used in any of these operations;

"establishment" means any premises in which toilet services are normally rendered to members of the public.

Postal address of applicant: P.O. Box 32711, Braamfontein, 2017.

Office address of applicant: 35 Melle Street, Braamfontein.

Attention is drawn to the following requirements of section 4 and 7 of the Act:

(a) The representativeness of any trade union which objects to the application shall in terms of section 4 (4) as applied by section 7 (5) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.

(b) The procedure laid down in section 4 (2) must be followed in connection with any objection lodged.

G. C. PAPENFUS,
Assistant Industrial Registrar.
(22 January 1993)

Enige geregistreerde vakvereniging wat teen die aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p.a. die Departement van Mannekrag, Mannekraggebou 123A, Schoemanstraat 215, Pretoria (posadres: Privaatsak X117, Pretoria, 0001).

TABEL

Naam van vakvereniging: South African Hairdressers Employees Industrial Union.

Datum waarop aansoek ingedien is: 6 November 1992.

Belange en gebied ten opsigte waarvan aansoek gedoen word: Persone werksaam in die Haarkappersbedryf in die landdrosdistrik Pinetown.

Vir doeleindes van bogenoemde beteken—

"Haarkappersbedryf" diebedryfwaarinwerkgewers en hulle werknemers met mekaar geassosieer is met die doel om toiletdienste in enige bedryfsinrigting te lewer;

"toiletdienste" enigeen of meer of 'n kombinasie van die werksaamhede wat oor die algemeen en gewoonlik verrig word deur en bekend staan as die beroep van skoonheidskundiges of kosmetiste of kosmetoloë of haarkappers, en omvat dit maar word nie beperk nie tot die volgende werksaamhede:

(a) Die skikking, kapping, sny, streepbleiking, skeer, krulling, reiniging, skroeiing, sjampoenering, bleiking, kleuring, vleg, tinting, versteiling, stilering, golwing (permanent, Marcel of water) van hare, of enige ander behandeling van die hare van die kop of die gesig;

(b) die massering of ander stimulerende behandeling of oefening van die gesig, kopvel of nek;

(c) die manikuring van die naels, die plus van wenkbroue, bordwerk, trigologiese behandeling of ander skoonheidskundige behandeling;

(d) die verrigting van enige werksaamheid waarna bedoel in (1) aan 'n pruik of haarstuk wat deur enigiemand gedra gaan word;

ongeag of enige apparaat, toestel, preparaat of stof in enige van hierdie operasies gebruik word of nie;

"bedryfsinrigting" enige perseel waarin toiletdienste normaalweg aan lede van die publiek gelewer word.

Posadres van applikant: Posbus 32711, Braamfontein, 2017.

Kantooradres van applikant: Mellestraat 35, Braamfontein.

Die aandag word gevestig op onderstaande vereistes van artikels 4 en 7 van die Wet:

(a) Die mate waarin 'n beswaarmakende vakvereniging verteenwoordigend is, word ingevolge artikel 4 (4), soos toegepas by artikel 7 (5), bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die wet op voormelde datum volwaardige lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf in artikel 4 (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

G. C. PAPENFUS,
Assistentnywerheidsregistrateur.
(22 Januarie 1993)

Guards hurt in shootout with police

Star 2/2/93

287

By Charmeela Bhagowat
Crime Reporter

Two striking Springbok Patrols security guards were shot and wounded outside their Maraisburg offices yesterday and 16 were arrested after a shootout with police.

West Rand police spokesman Major Henriette Bester said 52 shotguns and three revolvers belonging to Springbok Patrols were confiscated from the strikers.

The chairman of the Transport and General Workers' Union, Springbok Patrols branch, Paul Maphoto, acknowledged that the strike was illegal.

But he said the workers, who met Springbok Patrols managing director Mick Bartmann to discuss demands before the strike, had no choice but to embark on it.

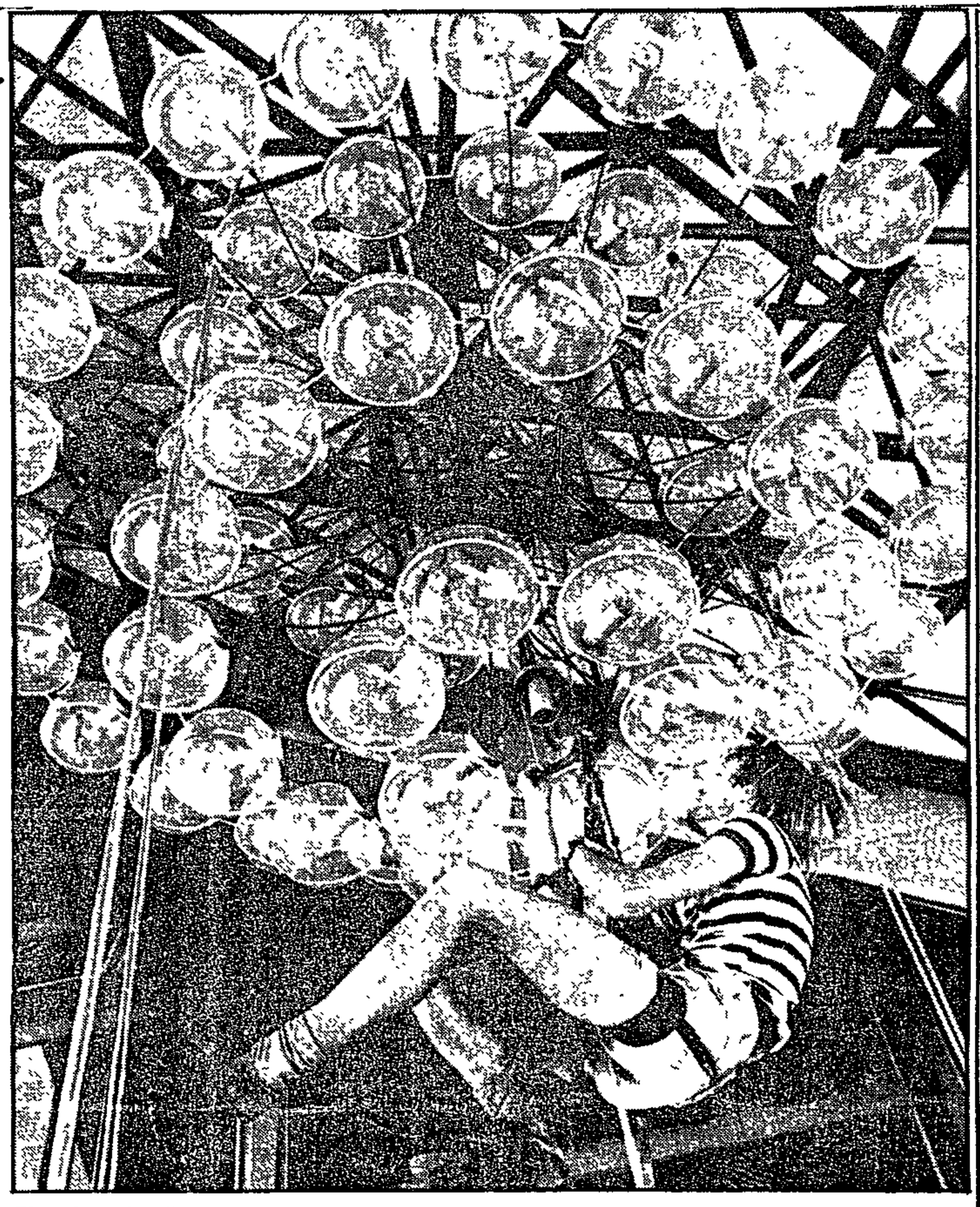
Bester said the strikers forced other security guards from their vehicles in the morning, preventing them from attending work.

She said they shot at police, who returned fire, lightly injuring two strikers.

Bartmann fired a warning shot when one striker tried to enter the premises, she added.

Maphoto said workers' demands included an eight-hour working day, compassionate leave, proper gradings and armed guard allowances. He said the men would continue the strike indefinitely.

Bartmann was unavailable for comment.



Cleaning the light fantastic . . . mountaineer Gordon Laurens makes his money by operating Skyriders, a company that specialises in cleaning hard-to-reach windows and changing light bulbs in places like the Sandton Holiday Inn. Picture: Etienne Rothbart

Spelling out the coming changes

Star 2/2/93

ANC branches in Johannesburg are tapping the knowledge of a range of public figures to help spell out how political negotiations will change the face of the city and surrounding areas.

"The future of Greater Johannesburg" is the theme which ANC branches in the eastern suburbs have chosen for a public meeting in Highlands North on February 10.

Speakers include Witwatersrand Metropolitan Chamber chairman Dr Van Zyl Slabbert, Soweto Civic Association general secretary Pat Lephunya, National Party councillor Marietta Marx and Matole Motshekga of the ANC.

Youth shot in scuffle

A 16-year-old youth was shot in the chest in Hillbrow last night during a scuffle with a policeman who tried to arrest him in connection with car theft.

SAP spokesman Captain Eugene Opperman said the detective tried to arrest the youth at about 10 pm, but the youth fled.

When he was caught he tried to disarm the policeman. A shot went off, wounding the suspect, said Opperman.

The youth is in hospital in a serious but stable condition. — Crime Reporter.

2 striking security men shot outside headquarters

The Argus Correspondent

JOHANNESBURG. — Two striking Springbok Patrol security guards were shot and wounded outside their Maraisburg head offices and 16 were arrested after a shootout with police.

West Rand police spokesman Major Henriette Bester said 52 Springbok Patrol shotguns and three revolvers were confiscated from the striking workers yesterday.

Chairman of the Transport and General Workers Union (TGWU), Springbok Patrol branch, Mr Paul Maphoto, said he acknowledged the strike was illegal.

He said, however, that workers, who allegedly met Springbok Patrol managing director Mr Mick Bartmann to discuss a list of demands before the strike in the morning, were left with no choice but to embark on the "wildcat" strike.

Major Bester said the strikers forced other security guards out of their vehicles in the morning, preventing them from attending work.

She said they shot at the police when they arrived shortly after the strike began. Police returned fire, injuring two strikers.

Major Bester said Mr Bartmann had to fire a warning shot when one of the strikers tried to jump over the gates.

"He apparently saw one of the strikers climbing over the fence with a shotgun, which he was aiming at a policeman."

The wounded workers were not seriously injured.

Mr Maphoto said workers were demanding, among other things, an eight-hour working day, compassionate leave, proper gradings and armed guard allowances.

Mr Bartmann was in meetings yesterday and unavailable to comment.

Strikers shot at says union

Sowetan 4/2/93

■ 700 out at Springbok Patrols:

By Ike Motsapi

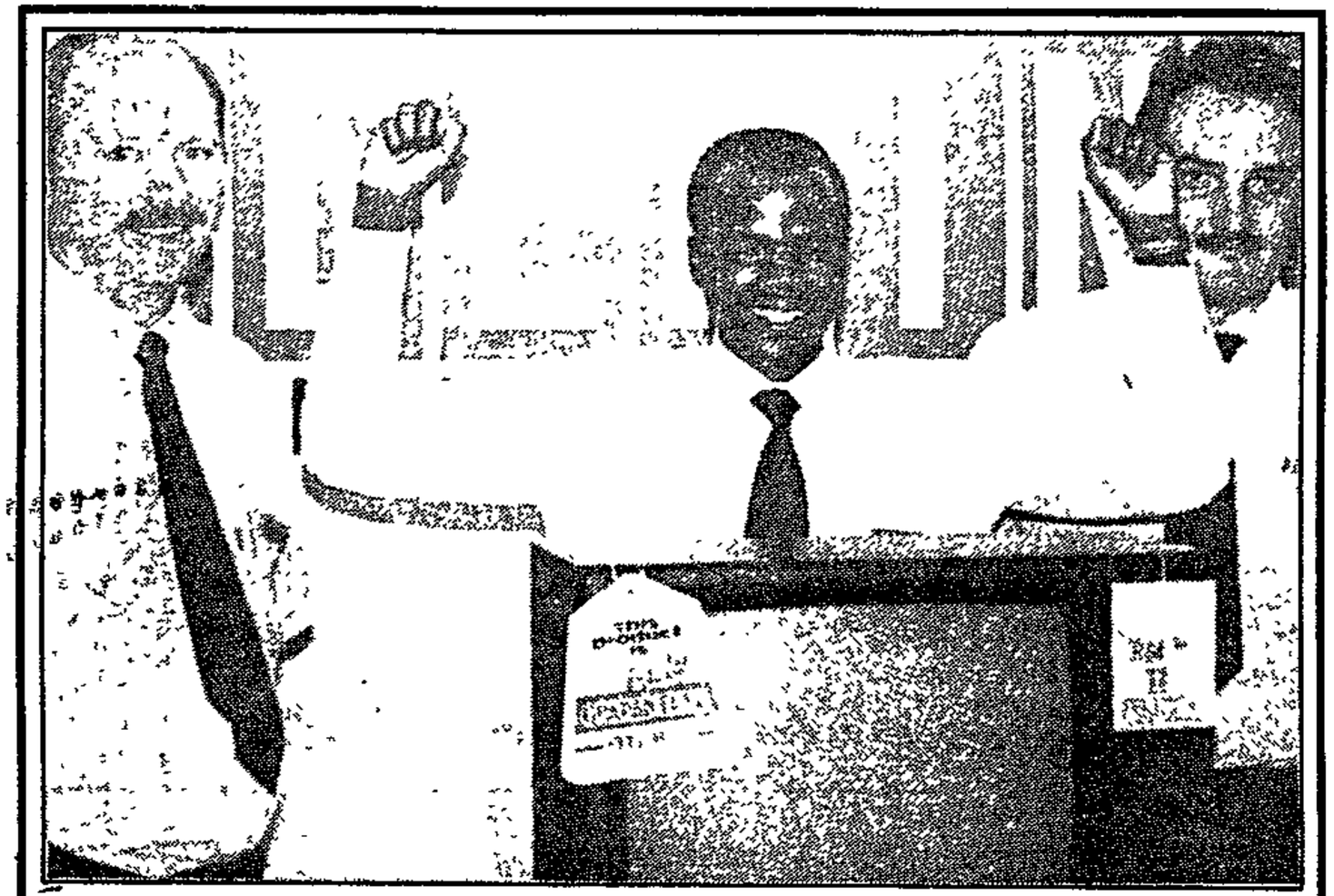
THE strike by more than 700 members of the Transport and General Workers Union (TGWU) at Springbok Patrols entered its third day yesterday amid allegations that the workers had been assaulted or shot at.

The striking workers are demanding better wages and working conditions.

The chairman of the shop stewards' council at Springbok Patrols' headquarters near Roodepoort, Mr Paul Maphoto, alleged that some members of the union were assaulted or shot at by "one of the owners of the company" during the first day of the strike on Monday

He claimed that one of the directors, Mr Mick Bartman, took part in "some of the assaults on our members"

West Rand police spokesman Major Heniette Bester Bester said Bartman had to fire a warning shot when one of the strikers tried to jump over the gates and enter the premises Bartman could not be contacted. He did not return calls as promised by his secretary.



Mr Alex Masia of Pretoria poses with part of his furniture prizes worth R15 000 which he won in the *Sowetan*/Ellerines Stic-A-Pic competition which was run late last year. Congratulating the winner are Mr Johan Haman (left) and Mr Mauritz Zanardo, both of Ellerines.

Police station attacked

■ Three die in Natal violence:

IMBALI police station near Maritzburg was attacked for the second time in less than two weeks early yesterday morning

In a separate incident Maritzburg police spokesman Captain Henry Budhram said Mrs Phiwani Mthembu, (48) was killed and a two-year-old boy, Moses Mtolo, seriously injured on Tuesday night in an attack on the Mtolo homestead in Patheni outside Richmond in the Midlands.

Sowetan 4/2/93.

Shot dead

KwaZulu Police reported two murders in Umbumbulu, south of Durban.

Mr Alfred Mdlanga (28) was shot dead in Pitela on Monday, and the body of an elderly man who had been shot was found in Jilafohlo on Tuesday.

At Port Dunford Mkhari Chili (20) was killed when a handgrenade was thrown into a house. — *Sapa*

ALLAN EDWARDS
LOVEDAY BREE HARRISON
177 BREE ST., JOHANNESBURG
TEL. 834-2775
GENUINE SUMMER SPECIAL
Styled in Italy
PUSH IN
Market Price
R79,99
OUR PRICE

Pupils left in the lurch

Sowetan 4/2/93.

By Ruth Bhengu

■ FEE REFUND Parents demand their money back as school fails to open:

HUNDREDS of pupils have been left stranded after a private school in Springs failed to open.

Parents have paid part of the fees for day scholars and boarders at the United Kingdom Highveld Combined School but the pupils are unable to start classes because there is no school building.

Parents who are demanding their money back from the school have been told to wait for up to 20 days to be refunded.

One parent, Mrs Toni Mahlangu of Secunda, said she and two other parents spent four hours yesterday arguing with the clerks who refused to refund their money "because there were other people before us who had also withdrawn their children and were waiting for their money"

The principal of the school, Mrs Nita Havenga, said children who were boarders were the "biggest headache".

"Parents have sent their children from as far as Tzaneen and we are trying to arrange accommodation for them Things have been chaotic for the past few weeks but we are settling down and schooling will start soon," she said.

Children have been squeezed into tiny flats in the city centre "until their hostels are ready".

Havenga said the directors had problems securing a building in Springs because it was a Conservative Party stronghold.

The directors, however, had managed to buy a disused mine compound belonging to Goldfields.

A spokesman for Goldfields, Mr Graham Alvey, said:

"We have had an offer from the directors of the school but it was unacceptable.

Strikers shot at says union

Sowetan 4/2/93

■ 700 out at Springbok Patrols:

By Ike Motsapi

287

THE strike by more than 700 members of the Transport and General Workers Union (TGWU) at Springbok Patrols entered its third day yesterday amid allegations that the workers had been assaulted or shot at.

The striking workers are demanding better wages and working conditions.

The chairman of the shop stewards' council at Springbok Patrols' headquarters near Roodepoort, Mr Paul Maphoto, alleged that some members of the union were assaulted or shot at by "one of the owners of the company" during the first day of the strike on Monday.

He claimed that one of the directors, Mr Mick Bartman, took part in "some of the assaults on our members".

West Rand police spokesman Major Heniette Bester: Bester said Bartman had to fire a warning shot when one of the strikers tried to jump over the gates and enter the premises. Bartman could not be contacted. He did not return calls as promised by his secretary.

CONSUMER NEWS *Auto*

40 pay R100 for training in security

Sowetan 10/2/93

287

■ **Training centre advertises in newspapers but fails to keep promises:**

By Joe Mdhlela Consumer Reporter

AT least 40 aspiring security guards have been swindled out of R100 each for a course in security training.

The course, *Sowetan* learnt, is normally offered free of charge by any reputable security company intending to employ security guards. However, it has emerged that a company calling itself Project-Sphere Security Training Centre had been placing advertisements in newspaper columns inviting candidates to enrol for the course. On completion of two-week's training the centre promises to secure employment for its candidates. Spokesman for the aspirant guards Mr Albert Mazingi said about 40 guards who had completed their training had been promised placement at Springbok Patrols. They had each paid R100 for a course they finished on January 29. Managing director of the centre Mr Abel Phungwayo said it was true his company had promised to place the guards once they finished their training. Responding to the allegations about his company, Phungwayo said it was true he charged R100.

"I do not run a charity. People have to pay me for the training I give them. But you can be assured that these people have been properly trained and when placed will become good guards," Phungwayo said. He said he did not understand the farce about his operation. "I do not force people to enrol. They do it of their own free will," he said.

Mazingi said on completing the course they were sent to a security consultancy in Wynberg. "Phungwayo told us he had already spoken to the consultancy and that we would be taken on. To our shock the management at that consultancy said they had no knowledge of us,"said Mazingi.

He said the group then went back to Phungwayo and told him they had been rejected. "He then referred us to Springbok Patrols, claiming that we would get jobs.

"But we were told the company did their own training and had no dealings with Phungwayo," he said. Personnel officer of Springbok, Mr Danie Engelbrecht, disputed claims that the guards sent to them by Phungwayo had been trained. "They know nothing about security practice," he said. "It was actually a disgrace that Phungwayo made such ludicrous claims that he had provided training to these people. They are blank," said Engelbrecht. "Security training assumes that you should have a basic understanding about items such as the handling of firearm, first aid, firefighting and knowledge of drilling. "His students know nothing about these preliminary security matters."

Conviction of guards urged

STAR 16/2/93

By Anna Louw
East Rand Bureau

The State yesterday called for a murder conviction in the Delmas Circuit Court trial of three former Fidelity guards who allegedly hanged colleague Samuel Kganakga upside down from a tree, shocked his genitals with an electric machine, lit a fire under his head and shot him twice.

Elbie Leonard was presenting argument at the trial of Willem Oosthuizen (26), Johan van Eyk (37) and Hendrik Gerber (43) who allegedly murdered Kganakga on May 21 1991 while they were members of a Fidelity Guards investigation unit. They had questioned Kganakga about the theft of R60 000 from the company.

The State said it was common cause that Kganakga's body was burnt and found days later with a hand chopped off.

Leonard said the court had to determine who had slain the guard. She said Gerber was not as innocent as he would like everyone to believe, and that Oosthuizen's version of what happened was not credible.

The court was told that Gerber was clearly the leader of the group and had initiated the interrogation. Leonard said Van Eyk took part in the torturing and did not try to stop anyone else. "He is also the one who got rid of the body."

The defence called for a conviction as accessory after the fact for Oosthuizen and assault in the case of Van Eyk, adding that Gerber had at no time intended to kill Kganakga.

The hearing continues.



GRIPPING INVENTION . . . Russel Videtzky tries out his 'Hair Scroo' on wife Donve

Russel's invention Scroos the world

287

S1 Times (Buss) 28/2/93

By ZILLA EFRAT

WHEN hairdresser Russel Videtzky started fiddling with a paper clip 18 months ago he had no idea that he was on the verge of making an invention that would revolutionise the hair care market.

Waiting for a client in his Norwood, Johannesburg, salon, he twisted the paper clip into a double helix and started playing with it in his hair — where it got stuck.

Realising that there was something in this, he made a prototype and rushed home to show it to his wife, Donve, 28, saying: "Look at this. I have just made us rich."

Donve, having had a stressful day, told him to get lost. But Mr Videtzky, 30, was not put off. His wife became more enthusiastic and lent him R1 500 to lodge an immediate patent application.

Called the "Hair Scroo", the product has taken the local market by storm and can be found in many retail stores, pharmacies and hair salons.

Exports, however, account for 85% of the Scroo's sales. It is already being sold in Europe, the US and Australia and negotiations are under way with distributors in the Far East, South America and Canada. The possibility of opening up a production plant in India is also being investigated.

Most accessories generally have to be opened and closed to hold hair, but the Scroo is screwed in clockwise to maintain a firm and lasting grip. It does not break the hair and creates no tension on the scalp.

The road to success, however, has not been easy. The Videtzkys, like many other South African entrepreneurs, experienced major difficulties in getting started. It took six months to find financial backing and a manufacturer who could produce the product cost-effectively.

In the meantime, Mr Videtzky turned the new business over to his wife and continued to run the salon. She formed a company called Donarus, a combination of their names, and developed a marketing strategy and advertising campaign to present to investors.

The venture really took off after an Italian distributor was signed up and the Scroo was launched at the Cosmoprof Fair in Bologna in April last year.

From then on interest from Europeans and Amercians snowballed. The product has already been launched in Spain, Germany, Switzerland, France, Austria and the Benelux countries and will soon be launched in other European countries and Isreal.

The Scroo is 100% local content. Its packaging is produced by the Society for the Blind and is totally environmentally friendly to meet stringent European standards.

So has the invention made the Videtzkys rich? They say: "Not yet."

Standards for security guards to be raised

9/4/93

287

THE Security Officers Board, concerned about crimes committed by security officers, is raising its standards to improve the quality of guards.

This follows the rape this week of a student by a security guard on duty at the Waterfront.

Mr Frans Lubbe, registrar of the board, said guards employed by security companies had to register with the board, but those employed by companies to guard their own premises were not.

Mr Lubbe said guards had to be over 18 and have to have no record of serious offences or mental illness.

A guard convicted of a crime was deregistered and could not work as a guard again.

Security companies had to ensure that their employees were registered and the board gave them clearance after checking police records.

There was a perception in the industry that guards turned down by the board were employed as "in-house" guards by companies.

Waterfront estate manager Mr Duncan Cloete said their guards were not from a security company and not registered with the board.

However, they were in the process of registering their 130 officers.



RAPIST . . . Waterfront rapist Keith Bird, found guilty on Tuesday of raping a 20-year-old Stellenbosch University student on Monday, is to be sentenced in the Cape Town Regional Court on April 14. He pleaded guilty to pushing her up against a wall and forcing her to have sex with him.

Picture: Benny Gool

Cleaning up in Natal

W1Mail
By GAYE DAVIS 5|3-11|3|93

WORKERS in the contract cleaning industry in Natal will get more in their pay. packets at the end of this month following the gazetting of a ground-breaking regional industrial council agreement.

The agreement, signed between the Transport and General Workers' Union (TGWU) and the Natal branch of the employer body, the National Contract Cleaners' Association (NCCA), is binding on all contract cleaning companies in the region and follows two years of negotiations and two strikes by 8 000 Natal workers.

From March 1 new wage rates will be R610,01 a month for Durban employees, R555,11 for those in Pietermaritzburg and R490,72 for those in smaller Natal towns. The NCCA has said the differential wage rates will be equalised by 1995.

The agreement marks the first time contract cleaners' wages have been negotiated. Previously, they were covered by wage determinations set by the Department of Manpower.

TGWU national organiser Jane Barrett said while the new figures were not acceptable to the union, "they are indeed an improvement on previous minima.

TGWU sees this as the start of a long battle to improve the wages and working conditions of some of the most poorly paid workers, who work long and unsociable hours," she said.

Attempts at forming a national industrial council for the industry fell apart at the end of 1991 when Transvaal and Cape employers pulled out of the agreement while their Natal counterparts stayed in.

"We are still arguing for a national industrial council but employers are split on the issue and refuse to talk about it," she said.

The industrial council agreement for Natal also recognises maternity leave for the first time, a ban on piecework, long service with an extra leave provision, study leave, the compulsory deduction of union dues by employers on request, and the payment of a levy by both workers and employers to fund the industrial council's operation — including an inspectorate to monitor illegal employer practices.

NCCA chairman TW Davis said the agreement was "a milestone" for the cleaning industry in Natal. He said a disputes committee, which meets monthly, had also been formalised.

A new deal for domestics

CT 5/3/93

~~Hse~~ 287

Political Staff

LEGISLATION would be introduced this year to improve the working hours and service conditions of domestic workers, the Minister of Manpower, Mr Leon Wessels, said yesterday.

He could not, however, say when legislation on the salaries of domestic workers would be introduced, because the committee investigating the matter had not yet reported back.

Mr Wessels, who was replying to a question tabled in Parliament by Mr Robin Carlisle (DP, Wynberg), said he intended introducing the legislation on working hours and service conditions of domestic workers "during the 1993 parliamentary session".

The committee investigating domestic worker salaries would report back by September this year "on possible methods of wage regulation and the impact thereof on employment opportunities in the domestic sector.

"The tabling of legislation will be dependent upon this investigation and further consultation ," he said.

No. R. 425 **19 March 1993**

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE, SOUTHERN AND WESTERN TRANSVAAL: AMENDMENT OF SICK PAY FUND AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 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.

L. WESSELS,

Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (SOUTHERN AND WESTERN TRANSVAAL)

AMENDMENT OF HAIRDRESSING TRADE SICK PAY FUND

AGREEMENT

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

South African Hairdressers' and Cosmetologists' Association

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

and the

South African Hairdressers Employees' Industrial Union

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

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

to amend the Sick Pay Fund Agreement published under Government Notice No. R. 2513 of 13 November 1987, as extended and amended by Government Notices Nos. R. 2627 of 23 December 1988, R. 2275 of 20 September 1991 and R. 2656 of 8 November 1991.

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

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

No. R. 425 **19 Maart 1993**

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, SUID- EN WES-TRANSVAAL: WYSIGING VAN SIEKTEBESOLDIGINGSFONDSOOREENKOMS

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgwing en vir die typerk wat op 31 Desember 1995 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is.

L. WESSELS,

Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF (SUID- EN WES-TRANSVAAL)

WYSIGING VAN SIEKTEBESOLDIGINGSFONDS VIR DIE HAARKAPPERSBEDRYF

OOREENKOMS

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

South African Hairdressers' and Cosmetologists' Association

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

en die

South African Hairdressers Employees' Industrial Union

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

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

tot wysiging van die Siektebesoldigingsfondsooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2513 van 13 November 1987, soos verleng en gewysig by Goewermentskennisgewings Nos. R. 2627 van 23 Desember 1988, R. 2275 van 20 September 1991 en R. 2656 van 8 November 1991.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

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

1.2 Notwithstanding the provisions of clause 1.1, the terms of this Agreement shall apply—

1.2.1 only to employees for whom wages are prescribed in the Main Agreement of the Industrial Council for the Hairdressing Trade, Transvaal, and to the employers of such employees;

1.2.2 to apprentices in so far as the said terms are not incosistent with the provisions of the MTA or any contract entered into or any condition fixed thereunder.

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

1.2.1 slegs op werknemers vir wie lone voorgeskryf word in die Hoofooreenkoms van die Nywerheidsraad vir die Haarkappersbedryf, Transvaal, en op die werkgewers van sodanige werknemers;

1.2.2 op vakleerlinge in soverre dit nie onbestaanbaar is nie met die bepalings van die WOM of enige kontrak wat daarkragtens aangegaan is of enige voorwaarde wat daarkragtens vasgestel is.

287

2. CLAUSE 8: CONTRIBUTIONS

Substitute the following for clause 8.3:

"8.3 Schedule of Contributions

	Column 1	Column 2	Column 3
	Employee's contribution	Employer's contribution	Employer's own contribution
	R	R	R
Working employers, non-working employer, person who is a director or shareholder in a company which is an employer in the Trade, and member of a close corporation which is an employer in the Trade			14,50
Hairdresser (whatever the code on the certificate to practise hairdressing):			
First year after qualifying	13,00	6,50	
Thereafter	13,00	6,50	
Apprentice and/or trainee hairdresser:			
First year	3,90	1,95	
Second year	4,90	2,45	
Third year	6,30	3,15	
Thereafter	6,30	3;15	
Manicurist and/or beauty culturist:			
First three months of experience	3,40	1,70	
Second three months of experience	4,00	2,00	
Third three months of experience	4,30	2,15	
Thereafter	9,30	4,65	
Receptionist and/or telephonist	9,00	4,50	
Shampooist	6,30	3,15	
Operator	6,70	3,35	
General assistant	3,90	1,95	
Minor	3,90	1,95".	

2. KLOUSULE 8: BYDRAES

Vervang klousule 8.3 deur die volgende:

"8.3 Lys van Bydraes

	Kolom 1	Kolom 2	Kolom 3
	Werknemer se bydrae	Werkgewer se bydrae	Werkgewer se eie bydrae
	R	R	R
Werkende werkgewer, nie-werkende werkgewer, persoon wat 'n direkteur of aandeelhouer is in 'n maatskappy wat 'n werkgewer in die Bedryf is, en lid van 'n beslote korporasie wat 'n werkgewer in die Bedryf is			14,50
Haarkapper (wat ook al die kode op die sertifikaat vir die bedryf van haarkappery):			
Eerste jaar na kwalifikasie	13,00	6,50	
Daarna	13,00	6,50	
Vakleerling en/of leerlinghaarkapper:			
Eerste jaar	3,90	1,95	
Tweede jaar	4,90	2,45	
Derde jaar	6,30	3,15	
Daarna	6,30	3,15	
Manikuris en/of skoonheidskundige:			
Eerste drie maande ondervinding	3,40	1,70	
Tweede drie maande ondervinding	4,00	2,00	
Derde drie maande ondervinding	4,30	2,15	
Daarna	9,30	4,65	
Ontvangsdame en/of telefoniste	9,00	4,50	
Sjampoeïs	6,30	3,15	
Operateur	6,70	3,35	
Algemene assistent	3,90	1,95	
Minderjarige	3,90	1,95".	

Signed at Roodepoort, on behalf of the parties, this 27th day of January 1993.

M. MULLER,
Chairman of the Council.

J. DANIEL,
Vice-Chairman of the Council.

J. A. MARTIN,
Secretary of the Council.

No. R. 426 **19 March 1993**

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE, BORDER: AMENDMENT OF 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 31 December 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 1.1.1, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 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 Amending Agreement.

L. WESSELS,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, BORDER

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, Border,

Namens die partye op hede die 27ste dag van Januarie 1993 te Roodepoort onderteken.

M. MULLER,
Voorsitter van die Raad.

J. DANIEL,
Ondervoorsitter van die Raad.

J. A. MARTIN,
Sekretaris van die Raad.

No. R. 426 **19 Maart 1993**

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, GRENS: WYSIGING VAN OOREENKOMS

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 Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1995 eindig bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1.1.1 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1995 eindig bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

L. WESSELS,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, GRENS

OOREENKOMS

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

South African Hairdressers' and Cosmetologists' Association

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

South African Hairdressers Employees' Industrial Union

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

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf, Grens,

to amend the Agreement published under Government Notice No. R. 707 of 14 April 1989 (hereinafter referred to as the "Main Agreement"), as extended and amended by Government Notices Nos. R. 2831 of 22 December 1989, R. 2088 of 31 August 1990 and R. 3442 of 31 December 1992.

(28)

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

1.1.2 in the Magisterial District of East London.

1.2 Notwithstanding the provisions of clause 1.1, the terms of this Agreement shall apply—

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

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

2. CLAUSE 3: DEFINITIONS

Insert the following new subclause:

"3.1.41 'operator' means any employee who is employed to perform, or in fact performs, or who is deemed to perform, the work of both a general assistant and a shampooist.".

3. CLAUSE 9: SECURITY OF EMPLOYMENT

3.1 Insert the following new subclause after subclause 9.3.4:

"9.3.5 an operator, shall be that referred to in clause 3.1.41.".

3.2 Insert the following new subclauses after clause 9.17:

"9.18 Notwithstanding the provisions of clause 9.10, and from 1 April 1993 no person who is not at that time in employment as a general assistant shall be employed as a general assistant by any employer unless—

9.18.1 the employer obtains from the Council prior to employing such person an exemption entitling him to employ such person; or

9.18.2 such person has for at least one year in the immediately preceding three years been in continuous employment as a general assistant and that fact is verified by the computer records of the Council.

A certificate under the hand of the Secretary of the Council or his duly authorised deputy stating the length of time during which any person has been in employment as a general assistant according to the computer 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.

9.19 Subject to the provisions of clause 9.18.1 and notwithstanding the provisions of clause 9.17 from April 1993 every general assistant and every shampooist then in the employ of an employer shall be deemed to be an operator unless the employer of such person is in possession of a valid exemption from the Council entitling him to employ such person as a shampooist or a general assistant, as the case may be.

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R 707 van 14 April 1989 (hierna die "Hoofooreenkoms" genoem) soos verleng en gewysig by Goewermentskennisgewings Nos. R. 2831 van 22 Desember 1989, R. 2088 van 31 Augustus 1990 en R. 3442 van 31 Desember 1992.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

1.1 Behoudens andersluidende bepalings in hierdie klousule is hierdie Ooreenkoms van toepassing op en moet dit in die Haarkappersbedryf nagekom word—

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

1.1.2 in die Landdrosdistrik Oos-Londen.

1.2 Ondanks klousule 1.1 is hierdie Ooreenkoms van toepassing—

1.2.1 slegs op werknemers vir wie lone by hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

1.2.2 op vakleerlinge vir sover dit nie onbestaanbaar is nie met die bepalings van die Wet op Mannekragopleiding, 1981 (WOM), of 'n kontrak wat daarkragtens aangegaan of 'n voorwaarde wat daarkragtens vasgestel is.

2. KLOUSULE 3: WOORDOMSKRYWING

Voeg die volgende nuwe subklousule in:

"3.1.41 'operateur' enigé werknemer wat aangestel is om die werk van sowel 'n algemene assistent as 'n sjampoeïs te doen, of wat dit inderdaad doen of wat geag word dit te doen.".

3. KLOUSULE 9: WERKSEKURITEIT

3.1 Voeg die volgende nuwe subklousule in na subklousule 9.3.4:

"9.3.5 'n operateur, is dié in klousule 3.1.41 bedoel.".

3.2 Voeg die volgende nuwe subklousules in na klousule 9.17:

"9.18 Ondanks die bepalings van klousule 9.10 en met ingang van 1 April 1993, mag geeneen wat nie op daardie datum as 'n algemene assistent in diens is nie, deur 'n werkgewer as 'n algemene assistent in diens geneem word nie, tensy—

9.18.1 die werkgewer voor die indiensneming van sodanige persoon 'n vrystelling van die Raad verkry wat hom toelaat om sodanige persoon in diens te neem; of

9.18.2 sodanige persoon minstens een jaar lank in die onmiddellik voorafgaande drie jaar ononderbroke as algemene assistent in diens was en die feit bevestig word deur die rekenaarrekords van die Raad.

'n Sertifikaat onderteken deur die Sekretaris van die Raad of sy gevolmagtigde plaasvervanger, wat die tydperk meld waartydens 'n persoon volgens die rekenaarrekords van die Raad as 'n algemene assistent in diens was, is afdoende bewys van die feite daarin en dit is nie nodig om die bevoegdheid van die ondertekenaar van sodanige sertifikaat te bewys nie.

9.19 Behoudens die bepalings van klousule 9.18.1 en ondanks die bepalings van klousule 9.17, word elke algemene assistent en elke sjampoeïs wat dan in diens van 'n werkgewer is, met ingang van 1 April 1993 geag 'n operateur te wees, tensy sodanige persoon se werkgewer in besit is van 'n geldige vrystelling van die Raad wat hom toelaat om sodanige persoon in diens te hou as algemene assistent of sjampoeis, na gelang van die geval.

9.20 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 (hereinafter referred to as maternity leave). An employer is not obliged to pay an employee during maternity leave, but is obliged to reinstate such employee in employment if she presents herself for continuous employment not later than eight weeks after the date of her confinement.".

(287)

4. CLAUSE 11: PAYMENT OF WAGES AND AUTHORISED DEDUCTIONS

4. In clause 11.1 substitute the following for the table of wages:

9.20 Geen werkgewer mag vereis of toelaat dat enige vroulike werknemer werk verrig nie gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na die datum van haar bevalling eindig (hierna 'kraamverlof' genoem). 'n Werkgewer is nie verplig om 'n werknemer gedurende kraamverlof te betaal nie, maar is verplig om haar weer in diens te neem indien sy haar nie later nie as agt weke na die datum van haar bevalling vir ononderbroke diens aanmeld.".

4. KLOUSULE 11—BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS

4. In klousule 11.1, vervang die loontabel deur die volgende:

"Employee	Wage per month until 93-12-31	Wage per month from 94-01-01 to 94-12-31	Wage per month from 95-01-01 to 95-12-31
	R	R	R
Hairdresser (qualified) with code QET or QA or CQ			
First year after qualifying	760,00	875,00	1 005,00
Thereafter	925,00	1 065,00	1 225,00
Hairdresser (qualified) with code COTT of MC			
First year after qualifying	925,00	1 065,00	1 225,00
Thereafter	1 095,00	1 260,00	1 445,00
Hairdresser with certificate to practise hairdressing with code QBE			
During first year:			
Open hairdressing	760,00	875,00	1 005,00
Black hairdressing	760,00	875,00	1 005,00
General hairdressing	760,00	875,00	1 005,00
Thereafter:			
Open hairdressing	925,00	1 065,00	1 225,00
Black hairdressing	925,00	1 065,00	1 225,00
General hairdressing	925,00	1 065,00	1 225,00
Trainee hairdresser with code NONE			
First year	380,00	440,00	505,00
Second year	495,00	570,00	605,00
Third year	610,00	700,00	810,00
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 Manpower Training Act, 1981 (MTA).			
Manicurist and/or beauty culturist			
First year of experience	610,00	700,00	810,00
Thereafter	760,00	875,00	1 005,00
Receptionist and/or telephonist			
First year of experience	610,00	700,00	1 005,00
Thereafter	760,00	875,00	1 200,00
Shampooist			
First year of experience	380,00	440,00	505,00
Thereafter	495,00	570,00	655,00
Operator	650,00	780,00	935,00
General assistant	380,00	440,00	505,00
Minors—Only engaged during their probationary period of employment without a contract of apprenticeship: The wage prescribed for a first-year apprentice in terms of the MTA.			
Casual employee	70 per day	80 per day	90 per day
Note: Casuals are certificated hairdressers who are only permitted to relieve employees or working employers away ill or on holiday."			

"Werknemer	Loon per maand tot 93-12-31	Loon per maand van 94-01-01 tot 94-12-31	Loon per maand van 95-01-01 tot 95-12-31
	R	R	R
Haarkapper (gekwalifiseer) met kode QET of QA of CQ			
Eerste jaar na kwalifikasie	760,00	875,00	1 005,00
Daarna	925,00	1 065,00	1 225,00

"Werknemer	Loon per maand tot 93-12-31	Loon per maand van 94-01-01 tot 94-12-31	Loon per maand van 95-01-01 tot 95-12-31
	R	R	R
Haarkaper (gekwalifiseer) met kode COTT of MC			
Eerste jaar na kwalifikasie	925,00	1 065,00	1 225,00
Daarna	1 095,00	1 260,00	1 445,00
Haarkapper met sertifikaat om haarkappery te bedryf met kode QBE			
Gedurende eerste jaar:			
Oop haarkappery	760,00	875,00	1 005,00
Swart haarkappery	760,00	875,00	1 005,00
Algemene haarkappery	760,00	875,00	1 005,00
Daarna:			
Oop haarkappery	925,00	1 065,00	1 225,00
Swart haarkappery	925,00	1 065,00	1 225,00
Algemene haarkappery	925,00	1 065,00	1 225,00
Leerlinghaarkapper met kode NONE			
Eerste jaar	380,00	440,00	505,00
Tweede jaar	495,00	570,00	605,00
Derde jaar	610,00	700,00	810,00

Opmerking: 'n Leerlinghaarkapper is *nie* 'n vakleerling nie. Dit is iemand bo die ouderdom van 21 jaar, wat *nie* 'n vakleerlingkontrak aangegaan het ooreenkomstig die Wet op Mannekragopleiding, 1981 (WOM) nie

Manikuris en/of skoonheidskundige			
Eerste jaar ondervinding	610,00	700,00	810,00
Daarna	760,00	875,00	1 005,00
Ontvangsdame en/of telefoniste			
Eerste jaar ondervinding	610,00	700,00	1 005,00
Daarna	760,00	875,00	1 200,00
Sjampoeïs			
Eerste jaar ondervinding	380,00	440,00	505,00
Daarna	495,00	570,00	655,00
Operateur	650,00	780,00	935,00
Algemene assistent	380,00	440,00	505,00

Minderjariges—Slegs gedurende hul proeftydperk diens sonder 'n vakleerlingkontrak: Die loon voorgeskryf vir 'n eerstejaarvakleerling ingevolge die WOM.

Los werknemer	70 per dag	80 per dag	90 per dag

Opmerking: Los werknemers is gesertifiseerde haarkappers wat slegs toegelaat word om werknemers of werkende werkgewers wat afwesig is weens siekte of wat met verlof is, af te los.".

4.2 Delete clause 11.2.

4.3 Insert the following new subclause after subclause 11.1:

"11.2 After an employee has been in the continuous service of the same employer—

11.2.1 for a period of 60 months, such employee shall be entitled thereafter, and until he has completed 120 months in the continuous service of the same employer, to an allowance calculated at the rate of 5% of the basic monthly wage of that employee in addition to the monthly wage prescribed by clause 11.1;

11.2.2 for a period of 120 months, such employee shall be entitled thereafter and until his service with that employer has terminated, to an allowance calculated at the rate of 10% of the basic monthly wage of that employee in addition to the monthly wage prescribed by clause 11.1;

4.2 Skrap klousule 11.2.

4.3 Voeg die volgende nuwe subklousule in na subklousule 11.1:

"11.2 Nadat 'n werknemer ononderbroke in diens van dieselfde werkgewer was—

11.2.1 vir 'n tydperk van 60 maande, is sodanige werknemer daarna, en tot hy 120 maande ononderbroke diens by dieselfde werkgewer voltooi het, geregtig op 'n toelae bereken teen 'n koers van 5% van die basiese maandelikse loon van daardie werknemer bo en behalwe die maandelikse loon voorgeskryf by klousule 11.1;

11.2.2 vir 'n tydperk van 120 maande, is sodanige werknemer daarna, en tot die beeindiging van sy diens by daardie werkgewer geregtig op 'n toelae bereken teen 'n koers van 10% van die basiese maandelikse loon van daardie werknemer bo en behalwe die maandelikse loon voorgeskryf by klousule 11.1;

and for the purposes of this clause the term continuous service shall include any period of service in the Hairdressing Trade with the same employer prior to the coming into effect of the Main Agreement, and any period of maternity leave within the meaning of clause 9.20, and the provisions of clause 11.4 shall *mutatis mutandis* apply to such employee in relation to continuous service provided the interval between the termination and re-engagement does not exceed 90 days."

4.4 Insert the following new subclauses after subclause 11.6.4:

"11.6.5 contributions which an employee is obliged to make by virtue of his membership of the trade union to any pension fund operated by the trade union, which contributions the employer shall be obliged to remit on a monthly basis to the Secretary of the Council not later than the seventh day of each month;

11.6.6 Value-Added Tax, if any, required or authorised by statutory authority to be added to any contribution, deduction or levy claimed by the Council in the form prescribed by Annexure A or in terms of clause 11.6.5.".

5. CLAUSE 17: EXPENSES OF THE COUNCIL, SUBSCRIPTIONS TO THE EMPLOYERS' ORGANISATION AND THE TRADE UNION

5.1 Substitute the following for clauses 17.1.1 to 17.1.4:

en vir die toepassing van hierdie klousule omvat die uitdrukking 'ononderbroke diens' enige tydperk diens in die Haarkappersbedryf by dieselfde werkgewer voor die inwerkingtreding van die Hoofooreenkoms, en enige tydperk kraamverlof binne die betekenis van klousule 9.20, en die bepalings van klousule 11.4 is *mutatis mutandis* van toepassing op sodanige werknemer betreffende ononderbroke diens, mits die tydperk tussen die diensbeeindiging en herindiensneming hoogstens 90 dae is.".

4.4 Voeg die volgende nuwe subklousules in na subklousule 11.6.4:

"11.6.5 bydraes wat 'n werknemer as gevolg van sy lidmaatskap van die vakvereniging verplig is om te maak tot 'n pensioenfonds bedryf deur die vakvereniging, welke bydraes die werkgewer verplig is om op 'n maandelikse grondslag voor of op die sewende dag van elke maand aan die Sekretaris van die Raad te stuur;

11.6.6 Belasting op Toegevoegde Waarde, as daar is, wat kragtens wet bygetel moet of kan word by enige bydrae, aftrekking of heffing wat die Raad eis in die vorm voorgeskryf by Aanhangsel A of kragtens klousule 11.6.5.".

5. KLOUSULE 17: UITGAWES VAN DIE RAAD, LEDEGELD AAN DIE WERKGEWERSORGANISASIE EN DIE VAKVERENIGING

5.1 Vervang klousules 17.1.1 tot 17.1.4:

	"Amount per month until 93-12-31	Amount per month from 94-01-01 to 94-12-31	Amount per month from 95-01-01 to 95-12-31
17.1.1 Hairdressers (qualified) with merit certificate, hairdressers (qualified), hairdressers certificated to practice any category of hairdressing, manicurists and/or beauty culturists and receptionists and/or telephonists	R4,60	R5,30	R6,10
17.1.2 first-year apprentices, first-year trainee hairdressers, manicurists and/or beauty culturists in first three months of experience, shampooists, general assistants and operators	R2,30	R2,65	R3,05
17.1.3 second and third-year apprentices, second and third-year trainee hairdressers, and manicurists and/or beauty culturists in the second three months of experience.....	R3,45	R4,00	R4,55
17.1.4 casual employees in respect of each month during which he was employed by that employer..	R4,60	R5,30	R6,10".

	"Bedrag per maand tot 93-12-31	Bedrag per maand vanaf 94-01-01 tot 94-12-31	Bedrag per maand vanaf 95-01-01 tot 95-12-31
17.1.1 Haarkappers (gekwalifiseer) met merietesertifikaat, haarkappers (gekwalifiseer), haarkappers wat gesertifiseer is om haarkappery in enige kategorie te bedryf, manikuriste en/of skoonheidskundiges en ontvangsdames en/of telefoniste.	R4,60	R5,30	R6,10
17.1.2 eerstejaarvakleerlinge, eerstejaarleerlinghaarkappers, manikuriste en/of skoonheidskundiges in die eerste drie maande ondervinding, sjampoeïste, algemene assistente en operateurs.	R2,30	R2,65	R3,05
17.1.3 tweede- en derdejaarvakleerlinge, tweede- en derdejaarleerlinghaarkappers en manikuriste en/of skoonheidskundiges in die tweede drie maande ondervinding....	R3,45	R4,00	R4,55
17.1.4 los werknemers ten opsigte van elke maand waarin hy by die betrokke werkgewer in diens was	R4,60	R5,30	R6,10".

5.2 Substitute the following for clause 17.3:

"17.3 Employers who are required to make deductions and add an amount in terms of clause 17 2 which in the aggregate totals not less than R17,25 per month (until 93-12-31), R19,85 per month (from 94-01-01 to 94-12-31) and R22,80 per month (from 95-01-01 to 95-12-31), ('the minimum salon contribution'), shall remit the minimum salon contribution, month by month, to the Secretary of the Council not later than the seventh day of each and every month, in the form prescribed in Annexure A to the Main Agreement ".

5.2 Vervang klousule 17.3 deur die volgende:

"17.3 Werkgewers wat ingevolge klousule 17.2 aftrekkings moet maak en 'n bedrag moet byvoeg van altesaam minstens R17,25 per maand (tot 93-12-31), R19,85 per maand (vanaf 94-01-01 tot 94-12-31) en R22,80 per maand (vanaf 95-01-01 tot 95-12-31) (die minimum salonbydrae), moet maand vir maand die minimum salonbydrae voor of op die sewende dag van elke maand in die vorm voorgeskryf by Aanhangsel A van die Hoofooreenkoms aan die Sekretaris van die Raad stuur.".

6. Insert the following new clauses:

"31. Address of the Council

For all purposes arising out of the Main Agreement and the Annexures thereto, the address of the Council shall be altered to read: The Secretary, Industrial Council for the Hairdressing Trade, 15 Edward Street, Roodepoort, 1725, and/or P.O. Box 1963, Roodepoort, 1725.".

Signed at East London on behalf of the parties this 28th day of July 1992.

P. BOECKX,
Chairman of the Council.

G. CUTHILL,
Vice-Chairman of the Council.

J. A. MARTIN,
Secretary of the Council.

No. R. 435 **19 March 1993**

MANPOWER TRAINING ACT, 1981

PRINTING, NEWSPAPER AND PACKAGING INDUSTRIES TRAINING BOARD: AMENDMENT OF CONDITIONS OF APPRENTICESHIP

I, Leon Wessels, Minister of Manpower, acting in terms of section 13 of the Manpower Training Act, 1981, hereby amend, with effect from the first Monday after publication of this notice, Government Notice No. R. 431 of 6 March 1981 (as applied by Government Notice No. R. 1033 of 15 May 1981), as amended by Government Notices Nos. R. 2292 of 29 October 1982, R. 1219 of 22 June 1984, R. 886 of 26 April 1985, R. 1913 of 19 September 1986, R. 1473 of 10 July 1987, R. 1686 of 7 August 1987, R. 2423 of 30 October 1987, R. 2736 of 15 December 1989, R. 466 of 8 March 1991, R. 6 of 3 January 1992 and R. 1401 of 22 May 1992, by the substitution of clause 3 (1) of the Conditions of Apprenticeship with regard to wages of the following clause:

"3. (1) An employer shall pay an apprentice a weekly remuneration of not less than the following:

First year: R237,00;
Second year: R265,00;
Third year: R293,00;
Fourth year: R362,00:

Provided that apprentices indentured after having completed their initial training or servive in terms of the Defence Act, 1957 (Act No. 44 of 1957), or the Police Act, 1958 (Act No. 7 of 1958), shall be paid a weekly remuneration of not less than the following:

First year: R261,00;
Second year: R290,00;
Third year: R355,00;
Fourth year: R405,00.".

L. WESSELS,
Minister of Manpower.

6. Voeg die volgende nuwe klousule in:

"31. Adres van die Raad

Vir alle doeleindes voortvloeiend uit die Hoofooreenkoms en die Aanhangsels daarvan word die adres van die Raad soos volg gewysig: Die Sekretaris, Nywerheidsraad vir die Haarkapperbedryf, Edwardstraat 15, Roodepoort, 1725, en/of Posbus 1963, Roodepoort, 1725.".

Namens die partye op hede die 28ste dag van Julie 1992 te Oos-Londen onderteken.

P. BOECKX,
Voorsitter van die Raad.

G. CUTHILL,
Ondervoorsitter van die Raad.

J. A. MARTIN,
Sekretaris van die Raad.

No. R. 435 **19 Maart 1993**

WET OP MANNEKRAGOPLEIDING, 1981

OPLEIDINGSRAAD VIR DIE DRUK-, NUUSBLAD- EN VERPAKKINGSNYWERHEID: WYSIGING VAN LEERVOORWAARDES

Ek, Leon Wessels, Minister van Mannekrag, handelende kragtens artikel 13 van die Wet op Mannekragopleiding, 1981, wysig hierby, met ingang van die eerste Maandag na publikasie van hierdie kennisgewing, Goewermentskennisgewing No. R. 431 van 6 Maart 1981 (soos toegepas by Goewermentskennisgewing No. R. 1033 van 15 Mei 1981), soos gewysig by Goewermentskennisgewings Nos. R. 2292 van 29 Oktober 1982, R. 1219 van 22 Junie 1984, R. 886 van 26 April 1985, R. 1913 van 19 September 1986, R. 1473 van 10 Julie 1987, R. 1686 van 7 Augustus 1987, R. 2423 van 30 Oktober 1987, R. 2736 van 15 Desember 1989, R. 446 van 8 Maart 1991, R. 6 van 3 Januarie 1992 en R. 1401 van 22 Mei 1992, deur klousule 3 (1) van die leervoorwaardes met betrekking tot lone, deur die volgende te vervang:

"3. (1) 'n Werkgewer moet 'n vakleerling 'n weeklikse besoldiging van nie minder as die volgende betaal:

Eerste jaar: R237,00;
Tweede jaar: R265,00;
Derde jaar: R293,00;
Vierde jaar: R362,00:

Met dien verstande dat vakleerlinge wat ingeboek is na voltooiing van hul aanvanklike diens ingevolge die Verdedigingswet, 1957 (Wet No. 44 van 1957), of die Polisiewet, 1958 (Wet No. 7 van 1958), 'n weeklikse besoldiging van nie minder nie as die volgende betaal moet word:

Eerste jaar: R261,00;
Tweede jaar: R290,00;
Derde jaar: R355,00;
Vierde jaar: R405,00.".

L. WESSELS,
Minister van Mannekrag.

Only 17 centres are recognised

Sowetan 25/3/93.

Consumer Reporter

THE Security Officers Board recognises 17 training centres throughout the country, assistant registrar of the board Mr Douglas Neilson said this week.

In terms of the law, only accredited training schools are permitted to give instructions to security officers.

Neilson said would-be security officers should already be in employment when their training starts.

"Clearly this shows that companies who place advertisements in newspapers claiming that they will provide training and afterwards offer employment are contravening provisions of the law."

Accredited training schools providing training to security officers:

Fidelity Guards Training College (Wibsey); Fidelity Guards Training College (Mossel Bay), Goldfields Security Limited; South African Security Services Training and Development Centre; Gray Security Services — Transvaal; Coin Security Training Academy; Paramed Security (Pty) Limited; Shield Security; East Cape Training Centre; COST (Pty) Limited; The Security Academy (Pty) Limited; Gray Security Services (Natal) (Pty) Limited; Grahamstown Security Training Centre; Sekerheid 21 Security; Commando Security Academy; Security Consulting and Training Centre CC; Magnum Security Academy.

NEWS Security guards get the sack after presenting memorandum to management

24 security guards 'fired'

Sowetan 8/4/93. 287

CRUSADERS Disenchanted security workers complain of low salaries:

By Ike Motsapi

TWENTY-FOUR GUARDS employed by Crusaders Security Services in Johannesburg have allegedly been dismissed after presenting a memorandum about their working conditions to management.

The guards, who were living in accommodation provided by the company at a monthly rental of R70 each, were arrested last Friday and charged with trespassing.

Mr Hamilton Dlamini, a spokesman for the guards, said the problem with management of the security company based in Florida on the West Rand started last Tuesday.

He said the guards were not happy about a number of issues which include:

- Low salaries;
- The continuous monthly deduction of R60 for uniforms;
- Guards are forced to have their uniforms cleaned or washed by the company at a monthly rate of R35;
- Guards are forced to work overtime without pay and are not paid for working during weekends and public holidays; and
- A deduction of R20 a month for what is called Group Medical Scheme. This amount increased to R35 a month from April 1.

The amount, they say, is also sometimes reflected as Pay As You Earn.

Company spokesman Mr Aubrey Golden yesterday denied the allegations.

"I have not dismissed anybody," Golden said.

Dlamini said: "Management has been side-stepping our grievances for a long time now. We have tried our best to get the matter sorted out but in vain

"What angers us most is that we have to pay R70 a month each for staying on the company's property. But the most agonising thing is that the company is charging us extra if we bring our wives and children to live with us.

"A married employee has to pay an extra R70 a month for his wife and an additional R70 for each child staying with them," Dlamini claimed.

'Who will take care of me?'

(287) South 194-14/4/93.

By Quentin Wilson

AFTER 42 years of service to Cape Town's Jewish community, 76-year-old Mr Albert Tyilekile has been left in the cold.

His job as a caretaker for the Woodstock synagogue ended in 1987 when it was sold. Since then, he has battled to claim compensation from his former employers.

When the synagogue closed down and the Woodstock Hebrew Congregation dissolved, Tyilekile was told that as a "casual worker", he would not be supported financially in his retirement.

Instead, he was given R500 and told to leave the premises, which was where he lived.

"How can they tell me I was a casual worker? I worked hard to keep their synagogue in shape for 42 years. I painted, I cleaned, I fixed things when they were broken and now I am told I was a casual," Tyilekile said.

"I used to get up at 6.30 every morning to start work. On some Jewish holidays I was up until 2.30 in the morning washing the dishes after their feasts.

"I'm not complaining about the work. I enjoyed it and they treated me fairly, but I am angry that they have left me with so little. R500 for 42 years work is not a nice way of thanking me."

Tyilekile now makes and sells furniture. He rents a room in Woodstock — next door to his former home and workplace — and sells the furniture in Khayelitsha.

His seven children, who are all adults, have offered to take care of him in his old age. Tyilekile said he cannot accept their offer because they need the money themselves.

"They all have their own families to support. I would just be a burden to them, and they need all the money they can get for their own survival," he said.



CASUAL CONCERN: Mr Albert Tyilekile, 76, was given R500 for 42 years' service

"I am still hopeful that one day I will get what I deserve, but in the meantime, I have to work hard at selling my tables and cupboards."

His family sought help in February last year by appealing, through the Woodstock advice office, to the Union of Orthodox Synagogues.

The matter was referred to the Jewish Board of Deputies in June. They have yet to find a solution.

Mr Ian Sacks of the Jewish Board of Deputies said the board was working to find ways of giving Tyilekile a better deal.

The difficulty, said Sacks, is that the Woodstock Hebrew Congregation no longer exists — and it would have been a matter for them to resolve.

"Nevertheless, even though the Jewish Board of Deputies does not have any jursdiction over congregations, we are still trying to find a way to assist him," Sacks said.

"I cannot give a firm undertaking at this stage whether we will be able to give him a little extra money, but our committees are looking into the matter."

Sacks said the committees were bogged down by "bureaucracy" and that is why they were taking so long.

No. R. 715 **30 April 1993**

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN 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 Notices Nos. R. 2729 of 24 December 1986, R. 288 of 24 February 1989, R. 2115 of 29 September 1989 and R. 2918 of 23 October 1992, to be effective from the date of publication of this notice and for the period ending 31 July 1993.

D. VAN DER WALT,
Director: Labour Relations.

No. R. 715 **30 April 1993**

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND

HERNUWING VAN HOOFOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings Nos. R. 2729 van 24 Desember 1986, R. 288 van 24 Februarie 1989, R. 2115 van 29 September 1989 en R. 2918 van 23 Oktober 1992 van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1993 eindig.

D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 716 **30 April 1993**

LABOUR RELATIONS ACT, 1956

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, PRETORIA: 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 from the second Monday after the date of publication of this notice and for the period ending 5 February 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 clauses 1 (1) (a) and 15, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 5 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 Amending Agreement.

L. WESSELS,
Minister of Manpower.

No. R. 716 **30 April 1993**

WET OP ARBEIDSVERHOUDINGE, 1956

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, PRETORIA: WYSIGING VAN HOOFOOREENKOMS

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 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 5 Februarie 1995 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 15 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 5 Februarie 1995 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

L. WESSELS,
Minister van Mannekrag.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (PRETORIA)

(287)

AGREEMENT

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

S.A. Hairdressers' and Cosmetologists' Association (Northern Transvaal Division)

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

S.A. Hairdressers Employees' Industrial Union (Northern Transvaal Branch)

(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 (Pretoria), to amend and extend the Agreement published under Government Notice No R. 164 of 26 January 1990 and the Agreement published under Government Notices Nos. R. 2455 of 11 October 1991 and R 76 of 22 January 1993.

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 Pretoria and Wonderboom.

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

(a) only apply to employees for whom wages are prescribed in this Agreement and to the employers of such employees;

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

2. CLAUSE 3: DEFINITIONS

Substitute the following for the definition of "Act":

" 'Act' means the Labour Relations Act, 1956 (Act No. 28 of 1956), as amended;".

Substitute the following for the definition of "apprentice":

" 'apprentice' means an employee serving under a written contract of apprenticeship, registered or deemed to be registered by the HCITB under the Manpower Training Act, 1981, as amended, and includes a minor employed on probation in terms of the Act;"

Substitute the following for the definition of "Council":

" 'Council' means the Industrial Council for the Hairdressing Trade (Pretoria) registered in terms of section 19 of the Act;".

Insert the following new definition after the definition of "Council":

" 'employee' means any person who is employed by or working for any employer and who is receiving or entitled to receive any remuneration, and any other person whomsoever who in any manner assists in the carrying on or conducting of the business of an employer, and shall be either a weekly employee if paid weekly or a monthly employee if paid monthly; and "employ" and "employment" have corresponding meanings,"

BYLAE

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF (PRETORIA)

OOREENKOMS

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

S.A. Hairdressers' and Cosmetologists' Association (Northern Transvaal Division)

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

S.A. Hairdressers Employees' Industrial Union (Northern Transvaal Branch)

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

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf (Pretoria). tot wysiging en verlenging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No R 164 van 26 Januarie 1990 en die Ooreenkoms gepubliseer by Goewermentskennisgewing Nos. R. 2455 van 11 Oktober 1991 en R. 76 van 22 Januarie 1993.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) deur alle werknemers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is,

(b) in die landdrosdistrikte Pretoria en Wonderboom

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

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

(b) slegs van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, soos gewysig, of 'n kontrak wat daarkragtens aangegaan of 'n voorwaarde wat daarkragtens gestel is.

2. KLOUSULE 3: WOORDOMSKRYWING

Vervang die omskrywing van "Wet" deur die volgende:

" 'Wet' die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956), soos gewysig;".

Vervang die omskrywing van "vakleerling" deur die volgende:

" 'vakleerling' 'n werknemer wat in diens is ingevolge 'n skriftelike kontrak van vakleerlingskap wat deur die HKNOR geregistreer is of geag word daarkragtens geregistreer te wees ingevolge die Wet op Mannekragopleiding, 1981, soos gewysig, en sluit dit minderjariges in wat ingevolge genoemde Wet op proef aangestel is;"

Vervang die omskrywing van "Raad" deur die volgende.

" 'Raad' die Nywerheidsraad vir die Haarkappersbedryf (Pretoria) geregistreer ingevolge artikel 19 van die Wet;".

Voeg die volgende nuwe omskrywing in na die omskrywing van "Raad":

" 'werknemer' enige persoon wat in diens is by of werk vir 'n werkgewer en besoldiging ontvang of daarop geregtig is om besoldiging te ontvang, of 'n ander persoon wat op enige wyse help om die besigheid van 'n werkgewer voort te sit of te dryf, en "indiensneem" en "werkverskaffing" het ooreenstemmende betekenisse, en sal of 'n weeklikse werknemer wees indien weekliks besoldig, óf 'n maandelikse werknemer indien maandeliks besoldig,"

Insert the following new definition after the definition of "employee":

" 'employer' means any person whomsoever who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person whomsoever in any manner to assist him in the carrying on or conducting of his business; and "employ" and "employment" have corresponding meanings;".

Insert the following new definition after the definition of "Hairdressing Trade":

" 'HCITB' means the Hairdressing and Cosmetology Industry Training Board;".

Add the following to the definition of "junior operator".

"..." and may also do the duties assigned to a senior operator under the supervision of a qualified hairdresser;".

Substitute the following for paragraph (a) and (b) of the definition of "qualified hairdresser":

"(a) has served an apprenticeship in terms of the Training Act and

(b) has passed a qualifying trade test under section 28 of the said Training Act or holds a certificate of proficiency issued in terms of section 27 of the said Training Act;".

Substitute the following for the definition of "toilet services":

" 'toilet services' means any one or more or a combination of the operations generally and usually performed by and known as the profession of beauty culturists or cosmeticians or cosmetologists or hairdressers and includes but is not to be limited to the following operations:

(a) The arranging, dressing, cutting, highlighting, shaving, curling, cleaning, singeing, shampooing, bleaching, dyeing, colouring, tinting, straightening, relaxing, styling, waving (permanent, Marcel or water) of hair, or any other treatment of the hair of the head or the face;

(b) the massaging or other stimulative treatment or exercise of the face, scalp or neck;

(c) the manicuring of nails, the plucking of eyebrows, board work, trichological treatment or beauty culture; of

(d) the performing of any operation referred to in (a) on any wig or hairpiece to be worn by any person, whether or not any apparatus, appliance, preparation or substance is used in any of these operations;".

Insert the following new definition after the definition of "toilet services":

'Training Act' means the Manpower Training Act, 1981, as amended;".

3. CLAUSE 4—WAGES

(1) Substitute the following for the schedule of wages in clause (4) (1):

Voeg die volgende omskrywing in na die omskrywing van "werknemer":

" 'werkgewer' enige persoon hoegenaamd wat enige persoon in diens het of aan hom werk verskaf en wat daardie persoon besoldig of uitdruklik of stilswyend onderneem om hom te besoldig of wat enige persoon toelaat om hom op enige wyse te help om sy besigheid voort te sit of te dryf; en "indiensneem" en "werkverskaffing" het ooreenstemmende betekenisse;".

Voeg die volgende nuwe omskrywing in na die omskrywing van "Haarkappersbedryf":

" 'HKNOR' Haarkappery en Kosmetologienywerheid Opleidingsraad;".

Voeg die volgende woordomskrywing by die omskrywing van "junior operateur":

"..." en kan ook onder toesig van 'n gekwalifiseerde haarkapper die werksaamhede verrig wat aan 'n senior operateur toegewys is;".

Vervang paragraaf (a) en (b) van die omskrywing van "gekwalifiseerde haarkapper" deur die volgende:

"(a) 'n leerlingskap uitgedien het ingevolge die Opleidingswet en

(b) geslaag het in 'n kwalifiserende ambagtoets kragtens artikel 28 van die Opleidingswet of in besit is van 'n vaardigheidssertifikaat uitgereik ingevolge artikel 27 van genoemde Wet; of".

Vervang die omskrywing van "toiletdienste" deur die volgende:

" 'toiletdienste' enigeen of meer of 'n kombinasie van die werksaamhede wat oor die algemeen en gewoonlik verrig word deur en bekend staan as die beroep van skoonheidskundiges of kosmetiste of kosmetoloë of haarkappers en omvat dit, maar word nie beperk nie tot die volgende werksaamhede:

(a) die skikking, kapping, sny, streepbleiking, skeer, krulling, reiniging, skroeiing, sjampoenering, bleiking, kleuring, tinting, verslapping, versteiling, stilering, golwing (permanent, Marcel of water) van hare, of enige ander behandeling van die hare, van die kop of die gesig;

(b) die massering of ander stimulerende behandeling of oefening van die gesig, kopvel of nek;

(c) die manikuring van naels, die pluk van wenkbroue, bordwerk, trigologiese of ander skoonheidskundige behandeling;

(d) die verrigting van enige werksaamheid bedoel in (a) aan 'n pruik of haarstuk wat deur iemand gedra gaan word ongeag of 'n apparaat, toestel, preparaat of stof in enigeen van hierdie werksaamhede gebruik word of nie;".

Voeg die volgende woordomskrywing by na die omskrywing van "toiletdienste":

" 'Opleidingswet' beteken die Wet op Mannekragopleiding, 1981, soos gewysig;".

3. KLOUSULE 4—LONE

(1) Vervang die loontabel in klousule 4 (1) deur die volgende:

	With effect from the date of coming into operation of the Agreement	1 February 1994	1 February 1995
"(a) Qualified hairdressers:			
First year after qualifying	R211,40 per week or R916,00 per month	R243,02 per week or R1 053,00 per month	R279,48 per week or R1 211,00 per month
Thereafter	R303,48 per week or R1 315,00 per month	R348,95 per week or R1 512,00 per month	R401,11 per week or R1 738,00 per month
(b) Junior operators	R161,66 per week or R700,00 per month	R201,94 per week or R875,00 per month	R230,77 per week or R1 000,00 per month
Senior operators	R196,17 per week or R850,00 per month	R226,17 per week or R980,00 per month	R230,77 per week or R1 000,00 per month
(c) Manicurists, beauticians and receptionists	R212,32 per week or R920,00 per month	R244,17 per week or R1 058,00 per month	R280,87 per week or R1 217,00 per month
(d) Casual employees	10% of the prescribed wage per day	10% of the prescribed wage per day	10% of the prescribed wage per day
(e) Part-time employees	Two thirds of the prescribed wage	Two thirds of the prescribed wage	Two thirds of the prescribed wage.".

	Vanaf datum van inwerkingtreding van die Ooreenkoms	1 Februarie 1994	1 Februarie 1995
"(a) Gekwalifiseerde haarkappers:			
Eerste jaar na kwalifisering	R211,40 per week of R916,00 per maand	R243,02 per week of R1 053,00 per maand	R279,48 per week of R1 211,00 per maand
Daarna	R303,48 per week of R1 315,00 per maand	R348,95 per week of R1 512,00 per maand	R401,11 per week of R1 738,00 per maand
(b) Junior operateurs	R161,66 per week of R700,00 per maand	R201,94 per week of R875,00 per maand	R230,77 per week of R1 000,00 per maand
Senior operateurs	R196,17 per week of R850,00 per maand	R226,17 per week of R980,00 per maand	R230,77 per week of R1 000,00 per maand
(c) Manikuriste, skoonheidsdeskundiges en ontvangsdames	R212,32 per week of R920,00 per maand	R244,17 per week of R1 058,00 per maand	R280,87 per week of R1 217,00 per maand
(d) Los werknemers	10% van die voorgeskrewe loon per dag	10% van die voorgeskrewe loon per dag	10% van die voorgeskrewe loon per dag
(e) Deeltydse werknemers	Twee derdes van die voorgeskrewe loon	Twee derdes van die voorgeskrewe loon	Twee derdes van die voorgeskrewe loon.".

(2) Substitute the following for clause 4 (3):

"Casual employees shall only be employed to replace employees or working employers or partners who are temporarily absent or sick, or on occasional leave or maternity leave.".

(3) Substitute the following for clause 4 (5):

"Nothing contained in this clause shall operate to permit a reduction in the wage an employee was receiving at the date of coming into operation of this Agreement while such employee remains in the employ of the same employer.".

(4) Substitute the following for clause 4 (6):

"An employee shall be deemed to be a weekly employee or a monthly employee, unless he falls within the definition of "casual employee" and shall, subject to the provisions of clauses 4 (2) and 5 (2) be paid not less than the full weekly or monthly wage prescribed in subclause (1) for an employee of his class and shall be subject to any other conditions (in so far as they may be applicable) prescribed for such an employee, whether he has worked full time or less.".

(5) Substitute the following for clause 4 (7):

"An employer shall not employ an operator and/or manicurist and/or beauty culturist to perform any one or more of the operations set out in the definitions of "operator" or "manicurist" or "beauty culturist" unless he has been granted permission to do so by the Council after he has submitted a written application for permission to employ an operator and/or manicurist and/or beauty culturists.".

4. CLAUSE 5: PAYMENT OF WAGES AND AUTHORISED DEDUCTIONS

Substitute the following for subclause 2 (d):

"(d) subscription to any medical aid scheme registered with RAMS (Registered Association of Medical Schemes).".

5. CLAUSE 6: HOURS OF WORK

(1) Substitute the following for subclause (1) (a), (b) and (c) (i), (ii) and (iii):

"(1) (a) The ordinary hours of work of all employees engaged in the Hairdressing Trade shall not exceed 46 hours per week between Monday and Saturday: Provided that the hours worked do not exceed 8 ordinary hours per day or as mutually agreed to between the employee and employer.

(2) Vervang klousule 4 (3) deur die volgende:

"Los werknemers mag slegs in diens geneem word in die plek van werknemers of werkende werkgewers of vennote wat tydelik afwesig of siek is, of met geleentheidsverlof is of kraamverlof.".

(3) Vervang klousule 4 (5) deur die volgende:

"Geen bepaling in hierdie klousule mag die uitwerking hê dat dit 'n vermindering van die loon wat 'n werknemer op die inwerkingtredingsdatum van hierdie Ooreenkoms ontvang het, toelaat terwyl sodanige werknemer in die diens van dieselfde werkgewer bly nie.".

(4) Vervang klousule 4 (6) deur die volgende:

"'n Werknemer word geag 'n weeklikse werknemer of 'n maandelikse werknemer te wees, tensy hy binne die omskrywing van "los werknemer" val, en moet behoudens klousules 4 (2) en 5 (2) minstens die volle week of maandelikse loon betaal word wat in subklousule (1) voorgeskryf word vir 'n werknemer van sy klas, hetsy hy die volle tyd gewerk het al dan nie, en is onderworpe aan alle ander voorwaardes (vir sover dit van toepassing is) wat vir so 'n werknemer voorgeskryf word.".

(5) Vervang klousule 4 (7) deur die volgende:

"'n Werkgewer mag nie 'n operateur en/of manikuris en/of skoonheidskundige in diens neem om een of meer van die werksaamhede soos uiteengesit in die omskrywings van "operateur" en/of "manikuris" en/of "skoonheidskundige" te verrig nie tensy hy verlof daartoe van die Raad ontvang het, nadat hy skriftelike aansoek gedoen het om verlof om 'n "operateur" en/of "manikuris" en/of "skoonheidskundige" in diens te neem.".

4. KLOUSULE 5: BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS

Vervang subklousule 2 (d) deur die volgende:

"(d) ledegelde aan enige mediese hulpskema geregistreer by GVMS (Geregistreerde Vereniging van Mediese Skemas).".

5. KLOUSULE 6: WERKURE

(1) Vervang subklousule (1) (a), (b) en (c) (i), (ii) en (iii) deur die volgende:

"(1) (a) Die gewone werkure van alle werknemers in die Haarkappersbedryf is hoogstens 46 uur per week van Maandag tot Saterdag: Met dien verstande dat die ure gewerk nie 8 gewone ure per dag oorskry nie of soos wedersyds ooreengekom tussen werknemer en werkgewer.

(b) OVERTIME: Notwithstanding the limits on hours of work specified in paragraph (a) above, overtime may be worked as may be required from time to time: Provided that the employer and employee have mutually agreed to the employee working such overtime.".

(2) Delete clause 6 (5).

6. CLAUSE 7: ANNUAL LEAVE AND PAYMENT

(1) Substitute the following for subclause (2) (b), (c), (d), (e), (f), (g) and (h):

"(2) (b) An employee whose services are terminated before the completion of one month's employment with an employer or establishment shall not be entitled to any leave pay for this period.".

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

"(3) The employer shall fix the time when such leave shall be taken, but if the employer shall not have granted to an employee his period of leave at an earlier date, such leave shall be taken and shall commence within three months after the completion of each 12 months of employment and such an employee shall then absent himself from the employer's place of business during the period of such leave.".

(3) Delete subclause (4) (c).

(4) Delete subclause (6).

7. CLAUSE 8: TERMINATON OF SERVICES

(1) Substitute the following for subclause (1) (b) and the subsequent paragraph:

"(b) the provisions of any written agreement between employer and employee stipulating a period of notice in excess of that provided for herein, but not in excess of 12 months,

having regard to the definitions of unfair labour practice as contained in the Act, an employer or his employee, other than a casual employee, shall give not less than one week's written notice in the case of a weekly paid employee and not less than two week's written notice in the case of a monthly paid employee, to terminate his contract of employment, such notice to take effect from the working day following the day on which such notice was given: Provided that notice may not be given whilst an employee is on leave in terms of clause 7 (3) or absent in terms of clause 7 (4) (b).".

(2) Insert the following new subclause (1) (c):

"(c) By mutual written agreement between the employer and employee the notice period referred to in (1) (b) may be shortened to such period as agreed upon.".

(3) In subclause (2) after the expression "amount equal to the weekly" insert the expression "or monthly.".

8. CLAUSE 12: CERTIFICATE OF QUALIFICATION

(1) Substitute the following for subclauses (1) and (2):

"(1) whenever an employer or an employee applies for a certificate of qualification he may either do a trade test in terms of section 28 of the Manpower Training Act, or alternatively make application for an examination.

(2) A panel of examiners appointed by the Council consisting of at least two members, one of whom shall be from the employers' organisation and one of whom shall be from the employee's organisation, shall hold the examination referred to in subclause (1) and make recommendations to the Council as to the issue of certificates of qualification.

(3) The applicant shall forward the sum of R300,00 to the Council (through the Secretary), which shall request him to submit himself to an examination.".

(2) Renumber subclause (3) to read subclause (4).

(b) OORTYDWERK: Ondanks die beperkings op werkure in paragraaf (a) hierbo gespesifiseer, kan oortyd verrig word soos van tyd tot tyd vereis: Met dien verstande dat die werkgewer en werknemer wedersyds ooreenkom dat die werknemer sodanige oortyd werk.".

(2) Skrap klousule 6 (5).

6. KLOUSULE 7: JAARLIKSE VERLOF EN BESOLDIGING

(1) Vervang subklousule (2) (b), (c), (d), (e), (f), (g) en (h) deur die volgende:

"(2) (b) 'n Werknemer wie se diens beëindig word voor die voltooiing van 'n maand diens by 'n werkgewer of bedryfsinrigting, is nie op verlofbesoldiging vir hierdie tydperk geregtig nie.".

(2) Vervang subklousule (3) (a) en (b) deur die volgende:

"(3) Die werkgewer moet die datum vasstel waarop die verlof geneem moet word, maar die verlof moet binne drie maande na voltooiing van elke 12 maande diens geneem word en 'n aanvang neem, as dit nie vroeër deur die werkgewer aan 'n werknemer toegestaan is nie, en die werknemer moet dan gedurende dié verloftydperk van die werkgewer se besigheidsplek af wegbly.".

(3) Skrap subklousule (4) (c).

(4) Skrap subklousule (6).

7. KLOUSULE 8: DIENSBEËINDIGING

(1) Vervang subklousule (1) (b) en die daaropvolgende paragraaf deur die volgende:

"(b) die bepalings van 'n skriftelike ooreenkoms tussen werkgewer en werknemer wat 'n langer kennisgewingstermyn bepaal as dié waarvoor hierin voorsiening gemaak word, maar wag hoogstens 12 maande mag wees,

met inagneming van die omskrywing van onbillike arbeidspraktyk soos uiteengesit in die Wet, moet 'n werkgewer of sy werknemer, uitgesonderd 'n los werknemer, minstens een week skriftelik kennis gee, in die geval van 'n weeklikse betaalde werknemer, en minstens twee weke skriftelike kennis in die geval van 'n maandelikse betaalde werknemer, om sy dienskontrak te beëindig en die kennisgewing tree in werking op die werkdag na die dag waarop sodanige kennis gegee is: Met dien verstande dat kennis nie gegee mag word terwyl die werknemer ingevolge klousule 7 (3) met verlof, of ingevolge klousule 7 (4) (b) afwesig is.".

(2) Voeg die volgende nuwe subklousule (1) (c) in:

"(c) Deur wedersydse skriftelike ooreenkoms tussen werkgewer en werknemer kan die kennistermyn in (1) (b) bedoel, verkort word tot sodanige termyn soos ooreengekom.".

(3) In subklousule (2), vervang die uitdrukking "weekloon" deur die uitdrukking "week- of maandloon.".

8. KLOUSULE 12: BEVOEGDHEIDSERTIFIKAAT

(1) Vervang subklousules (1) en (2) deur die volgende:

"(1) wanneer 'n werkgewer of 'n werknemer aansoek doen om 'n bevoegdheidsertifikaat kan hy kom beskikbaar stel om 'n vaktoets ingevolge artikel 28 van die Opleidingswet af te lê of, so nie, aansoek doen om 'n eksamen af te lê.

(2) 'n Paneel van eksaminators, aangestel deur die Raad, bestaande uit ten minste twee lede, een elk van die werkgewersorganisasie en die werknemersorganisasie, moet die eksamen afneem en aanbevelings aan die Raad doen in verband met die uitreiking van Bevoegdheidsertifikate.

(3) Die aansoeker moet die bedrag van R300,00 aan die Raad (deur die Sekretaris) stuur wat die aansoeker sal versoek om homself vir 'n eksamen aan te meld.".

(2) Hernommer subklousule (3) tot subklousule (4).

9. CLAUSE 14: EXPENSES OF THE COUNCIL

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

"(a) All establishments shall pay a fee of R28,00 per month.".

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

"(b) In establishments composed of companies, partnerships or close corporations, a fee of R28,00 per month shall be paid in respect of each director, partner or member.".

10. CLAUSE 23—PROVISION OF EQUIPMENT

Insert the following new subclause (1) (a) (x):

"(x) hair brushes;".

11. CLAUSE 24—SICK LEAVE

(1) Substitute the following for the heading of clause 24:

"24. Sick leave and maternity leave".

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

"(3) A female employee shall be guaranteed re-employment after maternity leave of not less than 4 weeks prior to confinement and 8 weeks after confinement.".

12. CLAUSE 25—LETTER OF APPOINTMENT

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

"(2) A copy of such letter, signed by both the employer and the employee, shall be retained by the employer and the employee.".

(2) Delete subclause (3).

13. CLAUSE 27—RATIO

Delete clause 27.

14. CLAUSE 29—MEDICAL FUND

Substitute the following for clause 29:

"(1) Every employer shall each week or month, as the case may be deduct from the wage of each of his employees, who has voluntarily applied in writing to participate in any scheme registered by RAMS, the amount calculated in terms of the Rules of the Scheme and notified to him by the administrators of the Scheme. To the amount so deducted the employer shall add the amount which he has agreed to pay to the Scheme, if any, in respect of members of the Scheme in his employ.

(2) The total of the amounts referred to in subclause (1) shall be forwarded by the employer to the administrators of the Scheme in compliance with the rules and regulations laid down by the Scheme.".

15. CLAUSE 30—PENSION FUND

Substitute the following for clause 30:

"(1) Every employer shall at the end of each pay period deduct from the wages of every member of the trade union in his employ an amount equal to 90% of the agreed contributions to the Pension Fund, according to the rules of the S.A. Hairdressers' Industrial Union Pension Fund, underwritten by Old Mutual.

(2) Every employer shall contribute an amount equal to 10% of the agreed contributions to the Pension Fund of every member of the trade union in his employ, according to the rules of the S.A. Hairdressers' Industrial Union Pension Fund.

9. KLOUSULE 14: UITGAWES VAN DIE RAAD

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

"(a) Alle bedryfsinrigting moet 'n bedrag van R28,00 per maand betaal.".

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

"(b) In bedryfsinrigtings wat uit maatskappye, vennootskappe of beslote korporasies bestaan, moet 'n bedrag van R28,00 per maand ten opsigte van elke direkteur, vennoot of lid betaal word.".

10. KLOUSULE 23—VERSKAFFING VAN UITRUSTING

Voeg die volgende nuwe subklousule (1) (a) (x) in:

"(x) haarborsels;".

11. KLOUSULE 24—SIEKTEVERLOF

(1) Vervang die opskrif van klousule 24 deur die volgende:

"24. Siekte en kraamverlof".

(2) Voeg die volgende nuwe subklousule (3) in:

"(3) 'n Vroulike werknemer moet na kraamverlof van nie minder as vier weke voor bevalling en 8 weke na bevalling, herindiensneming gewaarborg word.".

12. KLOUSULE 25—AANSTELLINGSBRIEF

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

"(2) 'n Afskrif van sodanige brief, wat deur die werkgewer sowel as die werknemer onderteken is, moet deur die werkgewer en die werknemer behou word.".

(2) Skrap subklousule (3).

13. KLOUSULE 27—GETALSVERHOUDING

Skrap klousule 27 in sy geheel.

14. KLOUSLE 29—MEDIESE FONDS

Vervang klousule 29 deur die volgende:

"(1) Elke werkgewer moet elke week of maand, na gelang van die geval, van die loon van elkeen van sy werknemers wat vrywilliglik skriftelik aansoek gedoen het om in 'n skema geregistreer deur RAMS deel te neem, die bedrag aftrek wat ingevolge die Reëls van die Skema bereken is en waarvan die administrateurs van die Skema hom verwittig het. By die bedrag aldus afgetrek, moet die werkgewer die bedrag, indien daar is, wat hy ingestem het om aan die Skema te betaal ten opsigte van elke lid van die Skema in sy diens, byvoeg.

(2) Die werkgewer moet die totaal van die bedrae in subklousule (1) bedoel aan die administrateurs van die Skema stuur ingevolge die reëls en regulasies soos deur die skema voorgeskryf.".

15. KLOUSULE 30—PENSIOENFONDS

Vervang klousule 30 deur die volgende:

"(1) Elke werkgewer moet aan die einde van elke betaaltydperk van die loon van elke lid van die vakvereniging in sy diens 'n bedrag aftrek gelykstaande met 90% van die ooreengekome bydraes tot die Pensioenfonds, ooreenkomstig die reels van die Pensioenfonds van die S.A Hairdressers' Industrial Union, wat deur Ou Mutual onderskryf word.

(2) Elke werkgewer moet 'n bedrag gelykstaande met 10% van die ooreengekome bydraes tot die Pensioenfonds van elke lid van die vakvereniging in sy diens bydra ooreenkomstig die reëls van die Pensioenfonds van die S.A. Hairdressers' Industrial Union, onderskryf deur Ou Mutual.

A fist in the face when he asked for his wage

c/pres 2/5/93.

By MONWABISI NOMADOLO

PLEAS of "give me my money baas" by a black worker were met with fists of rage by two Afrikaans-speaking men – one of them his employer.

The swollen-faced Maxwell Mgudle was later admitted to Pholosong Hospital in Tsakane with severe face and head injuries.

His bloodshot eyes were literally half-closed and blue-ringed. His mouth was like a sponge from the beating he is unlikely to forget. He sustained deep gashes on his head and received stitches.

Mgudle, 28, originally from the Transkei, told City Press that he was beaten by the two men when he approached them for his wages after painting their house in Geduld, a suburb in the CP-controlled town of Springs and a constituency of Minister of Education and Training Sam de Beer.

The attack took place on Monday around 5 pm.

"I was asked to paint the whole house by the owner," said the father of three.

He added that his girlfriend, Patricia, was a live-in maid at the house and he stayed with her in a backyard room.

"They asked me to do the job and I did it perfectly. Each time I went to ask for my payment they kept on telling me 'môre. . .môre (tomorrow)' and I got tired of that," he said.

He had been promised R600.



BRUTALISED . . . Maxwell Mgudle.
■ Pic: ANDRIES MCINEKA

Mgudle said the facial "panelbeating" lasted for an hour until he fell unconscious.

"I don't even know how I came to the hospital," he said from his bed.

He described the landlord as a very pretentious man who was very rude.

Mgudle said he intended reporting the matter to the police once he was discharged from hospital.

Name	Nature of Offence	Penalty imposed
H. P. Potgieter (Reg No 023)	He failed to discharge his duties to his client in an efficient and professional manner	Suspension for one year to perform the work of a town and regional planner in the Republic of South Africa

F. C. GIUDICI (Mrs),
Registrar.
(7 May 1993)

BOARD NOTICE 46 OF 1993

SECURITY OFFICERS' BOARD

AMENDMENT OF REGULATIONS

The Security Officers' Board has, with the concurrence of the Deputy Minister of Law and Order, acting on behalf of and on assignment by the Minister of Law and Order, under section 32 of the Security Officers Act, 1987 (Act No. 92 of 1987), made the regulations in the Schedule.

F. K. LUBBE,
Registrar: Security Officers' Board.

SCHEDULE

Definition

1. In these Regulations "the Regulations" means the regulations in respect of the Security Officers' Board promulgated by Government Notice No. R. 797 of 2 April 1990.

Substitution of heading to Regulations

2. The Regulations are hereby amended by the substitution for the heading thereto of the following heading:

"SECURITY OFFICERS' BOARD

REGULATIONS REGARDING APPLICATION FOR REGISTRATION AS A SECURITY OFFICER, A REGISTER FOR SECURITY OFFICERS, CHANGE OF NAME AND REGISTRATION CERTIFICATES OF SECURITY OFFICERS, PROCEDURE REGARDING CHANGE OF INFORMATION SUBMITTED TO THE SECURITY OFFICERS' BOARD, PAYMENT OF ANNUAL FEES AND OTHER PRESCRIBED FEES, **[AS WELL AS]** THE MANNER OF APPEAL TO THE MINISTER OF LAW AND ORDER AGAINST DECISIONS OF THE BOARD, RECORDING OF REGISTRATION NUMBERS ON DOCUMENTS AND INSPECTORS".

Addition of regulations 11 and 12 to Regulations

3. The Regulations are hereby amended by the addition of the following regulations:

"Specifying of registration numbers on documents

11. (1) No company, close corporation or other person which or who is registered with the Board as security officer shall, after the

Naam	Aard van misdryf	Straf opgelê
H. P. Potgieter (Reg No. 023)	Hy het versuim om sy verpligtinge teenoor sy kliënt op 'n bevoegde en professionele wyse na te kom	Geskors vir een jaar om die werk van 'n stads- en streekbeplanner te verrig in die Republiek van Suid-Afrika.

F. C. GIUDICI (Mev.),
Registrateur.
(7 Mei 1993)

RAADSKENNISGEWING 46 VAN 1993

RAAD VIR SEKURITEITSBEAMPTES

WYSIGING VAN REGULASIES

Die Raad vir Sekuriteitsbeamptes het, met die instemming van die Adjunkminister van Wet en Orde, handelende namens en in opdrag van die Minister van Wet en Orde, kragtens artikel 32 van die Wet op Sekuriteitsbeamptes, 1987 (Wet No. 92 van 1987), die regulasies in die Bylae uitgevaardig.

F. K. LUBBE,
Registrateur: Raad vir Sekuriteitsbeamptes.

BYLAE

Woordomskrywing

1. In hierdie Regulasies beteken "die Regulasies" die regulasies ten opsigte van die Raad vir Sekuriteitsbeamptes afgekondig by Goewermentskennisgewing No. R. 797 van 2 April 1990.

Vervanging van opskrif van Regulasies

2. Die Regulasies word hierby gewysig deur die opskrif daarvan deur die volgende opskrif te vervang:

"RAAD VIR SEKURITEITSBEAMPTES

REGULASIES BETREFFENDE AANSOEK OM REGISTRASIE AS 'N SEKURITEITSBEAMPTE, 'N REGISTER VIR SEKURITEITSBEAMPTES, NAAMSVERANDERING EN REGISTRASIESERTIFIKATE VAN SEKURITEITSBEAMPTES, PROSEDURE BETREFFENDE VERANDERING VAN INLIGTING AAN DIE RAAD VIR SEKURITEITSBEAMPTES VERSKAF, BETALING VAN JAARGELDE EN ANDER VOORGESKREWE GELDE **[ASOOK]** DIE WYSE VAN APPÈL NA DIE MINISTER VAN WET EN ORDE TEEN BESLUITE VAN DIE RAAD, VERMELDING VAN REGISTRASIENOMMERS OP DOKUMENTE EN INSPEKTEURS".

Byvoeging van regulasies 11 en 12 tot Regulasies

3. Die Regulasies word hierby gewysig deur die volgende regulasies by te voeg:

"Vermelding van registrasienommers op dokumente

11. (1) Geen maatskappy, beslote korporasie of ander persoon wat by die Raad as sekuriteitsbeampte geregistreer is, mag, na

expiration of a period of six weeks after the promulgation of this regulation, send or deliver any letter or other document in that capacity for official or business purposes to the Board or any other person, or cause or permit it to be so sent or delivered, unless the following words, according to the language choice of the sender, has in a clearly legible and reasonably permanent manner been typed, printed or otherwise effected on the first page of the letter or document: "*Raad vir Sekuriteitsbeamptes Registrasienommer . . .*" or "Security Officers' Board Registration Number . . .".

(2) The registration number referred to in subregulation (1) shall be the number, contemplated in regulation 3 (a), which has been allotted by the Board to the security officer, and shall be specified in full and accurately at the end of the prescribed words mentioned in subregulation (1).

(3) The Board may, if it is according to information at its disposal of the opinion that a security officer does not comply or has not complied in a satisfactory manner with the provisions of subregulation (1), read with subregulation (2), direct the security officer in the manner deemed fit by it to comply in the manner and within the period set out in the direction with the said provisions and furnish the Board with written proof of such compliance.

(4) A security officer who or which—

(a) refuses or fails to comply with a direction referred to in subregulation (3) or to furnish the proof contemplated therein in the relevant manner; or

(b) refuses or fails to comply with a provision of subregulation (1), read with subregulation (2),

shall be guilty of an offence and liable on conviction to a penalty not exceeding R1 000 or imprisonment for a period not exceeding six months.

Designation, and duties and powers of inspectors

12. (1) In this regulation, unless the context otherwise indicates—

"inspector" means a person who has been designated as inspector under subregulation (2);

"Registrar", in relation to any power or duty granted by or imposed upon the Registrar by this regulation, means the Registrar of the Board referred to in regulation 1, or any other person in the employ of the Board to whom the Registrar has in writing delegated any such power or has so entrusted any such duty;

verstryking van 'n tydperk van ses weke na die afkondiging van hierdie regulasie, in daardie hoedanigheid enige brief of ander dokument vir amptelike of besigheidsdoeleindes aan die Raad of enige ander persoon uitstuur of aflewer, of laat uitstuur of aflewer of toelaat dat dit uitgestuur of afgelewer word nie, tensy die volgende woorde na gelang die taalkeuse van die afsender, in duidelik leesbare en redelike permanente wyse op die eerste blad van die brief of dokumente getik, gedruk of andersins aangebring is: "*Raad vir Sekuriteitsbeamptes Registrasienommer . . .*" of "Security Officers' Board Registration Number . . .".

(2) Die registrasienommer bedoel in subregulasie (1), is die nommer, beoog in regulasie 3 (a), wat deur die Raad aan die sekuriteitsbeampte toegeken is, en moet volledig en akkuraat aan die einde van die voorgeskrewe woorde genoem in subregulasie (1) vermeld word.

(3) Die Raad kan, indien volgens inligting tot sy beskikking, hy van oordeel is dat 'n sekuriteitsbeampte nie op 'n bevredigende wyse aan die bepalings van subregulasie (1), saamgelees met subregulasie (2), voldoen of voldoen het nie, die sekuriteitsbeampte op die wyse wat hy geskik ag gelas om op die wyse en binne die tydperk in die lasgewing uiteengesit, aan bedoelde bepalings te voldoen en aan die Raad skriftelik bewyse van sodanige voldoening te verstrek.

(4) 'n Sekuriteitsbeampte wat—

(a) weier of versuim om aan 'n lasgewing bedoel in subregulasie (3) te voldoen of om die bewyse beoog op die betrokke wyse te verstrek; of

(b) weier of versuim om aan 'n bepaling van subregulasie (1), saamgelees met subregulasie (2), te voldoen,

is skuldig aan 'n misdryf en by skuldigbevinding strafbaar met 'n boete van hoogstens R1 000 of gevangenisstraf vir 'n tydperk van hoogstens ses maande.

Aanwysing, en pligte en bevoegdhede van inspekteurs

12. (1) In hierdie regulasie, tensy uit die samehang anders blyk, beteken—

"die Wet" ook, met betrekking tot 'n sekuriteitsbeampte, die gedragskode beoog in artikel 19 van die Wet wat ooreenkomstig daardie artikel gepubliseer is en ten opsigte van die betrokke sekuriteitsbeampte bindend verklaar is, vir sover dit aldus bindend verklaar is;

"**the Act**" includes, in relation to a security officer, the code of conduct contemplated in section 19 of the Act which has been published in accordance with that section and has been declared binding in respect of the security officer, to the extent that it has so been declared binding.

(2) (a) The Board may designate a person referred to in section 3 (d) of the Act and who in the opinion of the Board is a fit and proper person, as inspector to carry out the duties and exercise the powers granted to or imposed on him in terms of this regulation.

(b) An inspector shall be furnished with a certificate which has been signed by the Registrar, and wherein it is stated that he has under subregulation (1) of this regulation been designated as inspector: Provided that if the inspector has been designated only for limited purposes the certificate shall state the limitations concerned.

(c) An inspector shall on request of any interested person produce his certificate referred to in paragraph (b).

(3) (a) The Registrar may at any time instruct an inspector to inspect the affairs or any part of the affairs of a security officer, and may in particular cause such inspection to be carried out if the Registrar has reason for believing that—

(i) the security officer has contravened a provision of this Act or has failed to comply therewith;

(ii) the registration of the security officer is possibly subject to withdrawal under a provision of section 15 or 16 of this Act.

(b) The Registrar may likewise at any time so issue an instruction and cause an inspection to be carried out in relation to the affairs or any part of the affairs of any person rendering a security service, or who renders ser-

"**Inspekteur**" 'n persoon wat kragtens subregulasie (2) as inspekteur aangewys is;

"**Registrateur**", met betrekking tot 'n bevoegdheid of plig wat by hierdie regulasie aan die Registrateur verleen of hom opgelê word, die Registrateur van die Raad bedoel in regulasie 1, of enige ander persoon in die diens van die Raad aan wie die Registrateur so 'n bevoegdheid skriftelik gedelegeer, of aldus so 'n plig opgedra het.

(2) (a) Die Raad kan 'n persoon bedoel in artikel 3 (d) van die Wet, en wat na die oordeel van die Raad 'n geskikte en gepaste persoon is, aanwys as inspekteur om die pligte uit te voer en die bevoegdhede uit te oefen wat ingevolge hierdie regulasie aan hom opgedra of verleen word.

(b) 'n Inspekteur word van 'n sertifikaat voorsien wat deur die Registrateur onderteken is, en waarin verklaar word dat hy kragtens subregulasie (1) van hierdie regulasie as inspekteur aangewys is: Met dien verstande dat indien die inspekteur slegs vir beperkte doeleindes aangewys is, die sertifikaat die betrokke beperkings moet vermeld.

(c) 'n Inspekteur moet op versoek van enige belanghebbende persoon sy sertifikaat bedoel in paragraaf (b) toon.

(3) (a) Die Registrateur kan te eniger tyd aan 'n inspekteur opdrag gee om die sake of enige deel van die sake van 'n sekuriteitsbeampte te inspekteer, en kan in die besonder so 'n inspeksie laat uitvoer indien die Registrateur rede het om te glo dat—

(i) die sekuriteitsbeampte 'n bepaling van die Wet oortree het of versuim het om daaraan te voldoen;

(ii) die registrasie van die sekuriteitsbeampte moontlik vatbaar is vir intrekking kragtens 'n bepaling van artikel 15 of 16 van die Wet.

(b) Die Registrateur kan ingelyks te eniger tyd aldus opdrag gee en 'n inspeksie laat voer met betrekking tot die sake of enige deel van die sake van enige persoon wat 'n sekuriteitsdiens lewer, of wat dienste

vices for the safeguarding or protection of persons or property, or whom the Registrar has reason to believe that he renders such services, including the affairs or any part of the affairs of an employer of any such person, in order to determine whether a provision of this Act applies to the person and, if it so applies, whether the person has contravened any such provision or has failed to comply therewith.

(c) When an inspector has completed his inspection, he shall compile a report thereon and submit it to the Registrar, and the Registrar shall send a copy of every such report to the security officer or other person concerned.

(4) An inspector shall carry out his duties and exercise his powers, subject to the provisions of the Act, under the control and directions of the Registrar.

(5) In order to carry out an inspection under subregulation (3), an inspector may after reasonable prior notice to and, in the case of a private dwelling, with the prior consent of, the owner, lessee, occupier or resident concerned, and after having audibly requested access and stated the purpose of his entry, during normal office hours enter any premises or place—

(a) where or from where a security service or a service for the safeguarding and protection of persons or property is rendered; or

(b) where or from where the inspector or the Registrar has reason for believing that any such service is rendered; or

(c) which is used in connection with any such service or in respect of which he or the Registrar has reason for believing that it is so used, and—

(i) demand the production to him of any or all the books, notes, accounts or documents relating to a service contemplated in paragraphs (a), (b) or (c) or presumably so related, from the owner, lessee, occupier or resident concerned, or demand such production by such person at a reasonable time and place determined by the inspector;

lewer vir die beveiliging of beskerming van persone of goed, of wat die Registrateur rede het om te glo dat hy enige sodanige dienste lewer, met inbegrip van die sake of enige deel van die sake van 'n werkgewer van enige sodanige persoon, ten einde te bepaal of 'n bepaling van die Wet op die persoon van toepassing is en, indien dit wel aldus van toepassing is, of die persoon so 'n bepaling oortree het of versuim het om daaraan te voldoen.

(c) Wanneer 'n inspekteur sy inspeksie voltooi het, moet hy 'n verslag daaroor opstel en aan die Registrateur voorlê, en die Registrateur moet 'n afskrif van elke sodanige verslag aan die betrokke sekuriteitsbeampte of ander persoon stuur.

(4) 'n Inspekteur voer sy pligte en oefen sy bevoegdhede uit, behoudens die bepalings van die Wet, onderworpe aan die beheer en voorskrifte van die Registrateur.

(5) Ten einde 'n inspeksie kragtens subregulasie (3) uit te voer, kan 'n inspekteur na redelike vooraf kennisgewing aan, en, in die geval van 'n private woning, met die vooraf toestemming van, die betrokke eienaar, huurder, okkupeerder of bewoner, en nadat hy hoorbaar toegang gevra het en die doel van sy betreding vermeld het, gedurende normale kantoorure enige perseel of ander plek—

(a) waar of vanwaar 'n sekuriteitsdiens of 'n diens vir die beveiliging of beskerming van persone of goed gelewer word; of

(b) waar of vanwaar die inspekteur of die Registrateur rede het om te glo dat enige sodanige diens gelewer word; of

(c) wat in verband met die lewering van enige sodanige diens gebruik word of ten opsigte waarvan hy of die Registrateur rede het om te glo dat dit aldus gebruik word, betree, en—

(i) die voorlegging aan hom van enige of al die boeke, aantekeninge, rekeninge of dokumente wat op 'n diens in paragrawe (a), (b) of (c) beoog, betrekking het of vermoedelik betrekking het, van die betrokke eienaar, huurder, okkupeerder of bewoner, of so 'n voorlegging deur so 'n persoon op 'n redelike tyd en plek wat die inspekteur bepaal, eis;

(ii) search the premises or place for any such document;

(iii) inspect any such document or other object found by him on or within the premises or place, and demand explanations of the contents or nature thereof; and

(iv) make copies of or extracts from any such document or, against the issue by him of a full receipt, remove the document or object temporarily from the premises or place if he has reason for believing that the document or object can serve as evidence at a trial or enquiry of any person on a charge of contravention or non-compliance with a provision of the Act.

(6) Any person from whose possession documents or objects contemplated in subregulation (5) has been removed, or who otherwise to the satisfaction of the Registrar or an inspector proves a right of ownership or possession in respect thereof, may during normal office hours be permitted by the Registrar or an inspector to investigate the document or object, or to make entries in or extracts from any such document.

(7) Any document or object contemplated in subregulation (5) which is in the possession of the Registrar or an inspector, shall, in any case where the document or object is not seized under and in accordance with a provision of the Criminal Procedure Act, 1977 (Act No. 51 of 1977), be returned as soon as possible after the inspection thereof by the Registrar or inspector to the person from whose possession or control it has been removed or, if the person concerned cannot be traced or found, to the relevant owner, lessee, occupier or resident of the premises or place whereon or wherein the document or object was found.

(8) An inspector may during an inspection examine any security officer, person or employer referred to in subregulation (3) in relation to any matter relating or presumably relating to the instruction, comtemplated in subregulation (3) to the inspector, and may during the examination keep a written record of the questions and answers (if any).

(ii) die perseel of plek vir enige sodanige stuk deursoek;

(iii) enige sodanige stuk of ander voorwerp deur hom op of binne die perseel of plek gevind, inspekteer en verduidelikings van die inhoud of aard daarvan vereis; en

(iv) afskrifte van of uittreksels uit so 'n stuk maak of, teen uitreiking deur hom van 'n volledige kwitansie, die stuk of voorwerp tydelik uit die perseel of plek verwyder indien hy rede het om te glo dat die stuk of voorwerp as bewys kan dien by 'n verhoor of ondersoek van iemand op 'n aanklag van oortreding of nienakoming van 'n bepaling van die Wet.

(6) Enige persoon uit wie se besit stukke of voorwerpe beoog in subregulasie (5) verwyder is, of wat andersins tot bevrediging van die Registrateur of 'n inspekteur 'n reg van eiendom of besit ten opsigte daarvan bewys, kan gedurende normale kantoorure deur die Registrateur of 'n inspekteur toegelaat word om die stuk of voorwerp te ondersoek, of inskrywings in of uittreksels uit so 'n stuk te maak.

(7) 'n Stuk of voorwerp beoog in subregulasie (5) wat in die besit van die Registrateur of 'n inspekteur is, moet, in enige geval waar daar nie kragtens en ooreenkomstig 'n bepaling van die Strafproseswet, 1977 (Wet No. 51 van 1977), op die stuk of voorwerp beslag gelê word nie, so gou doenlik na die inspeksie daarvan, deur die Registrateur of inspekteur terugbesorg word aan die persoon uit wie se besit of kontrole dit verwyder is of, indien die betrokke persoon nie opgespoor of gevind kan word nie, aan die betrokke eienaar, huurder, bewoner of okkupeerder van die perseel of plek waarop of waarbinne die stuk of voorwerp gevind is.

(8) 'n Inspekteur kan tydens 'n inspeksie enige sekuriteitsbeampte, persoon of werkgewer bedoel in subregulasie (3), ondervra met betrekking tot 'n aangeleentheid wat betrekking het of vermoedelik betrekking het op die opdrag, in subregulasie (3) beoog, van die inspekteur, en kan tydens die onderhoud skriftelik aantekening hou van die vrae en die antwoorde (as daar is).

(9) An inspector may at any time in any manner deemed fit and proper by the inspector or Registrar direct any person who to the knowledge of the inspector and the Registrar is not registered as a security officer, and who in the opinion of the inspector or the Registrar gives himself in any manner out as a registered security officer, to identify himself forthwith or at the reasonable place and within the reasonable period determined by the inspector, and so to furnish proof of his registration as security officer to the inspector or the Registrar.

(10) An inspector may during an inspection be assisted by an interpreter.

(11) Any person who—

(a) hinders or obstructs an inspector, the Registrar or a person assisting an inspector as an interpreter, in the carrying out of his duties or the exercise of his powers under this regulation;

(b) in any manner gives himself out as an inspector, or falsifies a certificate contemplated in subregulation (2) (b);

(c) deliberately and without sufficient cause refuses or fails to comply with a demand for a production contemplated in subregulation (5) (i), or to furnish in a satisfactory manner explanations contemplated in subregulation (5) (iii), or to comply with a direction contemplated in subregulation (9),

shall be guilty of an offence and be liable on conviction to a penalty not exceeding R1 000 or to imprisonment not exceeding six months".

(7 May 1993)

(9) 'n Inspekteur kan te eniger tyd enige persoon wat na die kennis van die inspekteur en die Registrateur nie as sekuriteitsbeampte geregistreer is nie, en wat na die oordeel van die inspekteur of die Registrateur hom op enige wyse voordoen as 'n geregistreerde sekuriteitsbeampte, op enige wyse wat die inspekteur of die Registrateur geskik en gepas ag, gelas om onverwyld, of op die redelike plek en binne die redelike tydperk deur die inspekteur bepaal, homself te identifiseer en aldus bewys van sy registrasie as sekuriteitsbeampte aan die inspekteur of die Registrateur te lewer.

(10) 'n Inspekteur mag tydens 'n inspeksie deur 'n tolk bygestaan word.

(11) Iemand wat—

(a) 'n inspekteur, die Registrateur of 'n persoon wat 'n inspekteur as tolk bystaan, by die uitvoering van sy pligte of uitoefening van sy bevoegdhede kragtens hierdie regulasie hinder of belemmer;

(b) hom op enige wyse as 'n inspekteur voordoen, of 'n sertifikaat beoog in subregulasie (2) (b) vervals;

(c) opsetlik en sonder gegronde rede weier of versuim om aan 'n eis om 'n voorlegging beoog in subregulasie (5) (i) te voldoen, of om op 'n bevredigende wyse verduidelikings beoog in subregulasie (5) (iii) te verstrek, of om aan 'n lasgewing beoog in subregulasie (9) te voldoen,

is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens R1 000 of met gevangenisstraf vir 'n tydperk van hoogstens ses maande".

(7 Mei 1993)

Each candidate must be nominated on a separate nomination form, but any person entitled to vote in the election may sign the nomination forms of any number of candidates not exceeding the number to be elected.

Each nomination form must state the first name and the surname of the candidate nominated and must be signed by two registered health inspectors. The person nominated must also sign the form, confirming that he consents to his nomination. The registered address of each one so signing must be appended to his signature. If the person nominated is unable to sign the nomination form he may inform the returning officer by letter or telegram that he consents to his nomination.

Every nomination form must reach the undersigned (from whom nomination forms may be obtained on application) at the address given below not later than 21 June 1993 at 12:00.

A deposit of R34,20 must accompany the nomination.

Every nomination form in respect of which any of these provisions has not been complied with, or which is not received by the aforesaid date at the address given below, will be invalid.

N. M. PRINSLOO,
Returning Officer.

P.O. Box 205
PRETORIA
0001;

or

553 Vermeulen Street
Arcadia
PRETORIA
0083.

(14 May 1993)

BOARD NOTICE 50 OF 1993

SECURITY OFFICERS' BOARD

In terms of section 10 (5) (b) of the Security Officers Act, 1987 (Act No. 92 of 1987) (as amended), the Security Officers' Board hereby gives notice that the Board intends to recommend to the Minister of Law and Order that the provisions of the Security Officers Act, 1987 (Act No. 92 of 1987) (as amended), shall apply to the categories of employees listed below who render a security service.

The Board invites interested parties to submit in writing to the Board within eight weeks from date of publication of this notice any objection to or representations concerning the inclusion of certain categories of practitioners who render a security service.

Comments or representations should be submitted in writing to the Registrar of the Security Officers' Board, Private Bag X817, Pretoria, 0001.

F. K. LUBBE,
Registrar: Security Officers' Board.

Elke kandidaat moet op 'n afsonderlike nominasievorm genomineer word maar elkeen wat by die verkiesing stemgeregtig is, kan die nominasievorms van enige aantal kandidate teken, dog nie meer as die getal wat verkies moet word nie.

Elke nominasievorm moet die voorname en die van, van die genomineerde kandidaat aangèe en moet geteken wees deur twee geregistreerde gesondheidsinspekteurs. Die genomineerde persoon moet ook die vorm onderteken ter bekragtiging van sy instemming tot sy nominasie. Die geregistreerde adres van elkeen wat aldus teken, moet by sy handtekening gevoeg wees. As die genomineerde persoon nie in staat is om die nominasievorm te teken nie, kan hy die kiesbeampte per brief of telegram meedeel dat hy tot sy nominasie instem.

Elke nominasievorm moet die ondergetekende (van wie nominasievorms op aanvraag verkry kan word) voor of op 21 Junie 1993 om 12:00 by onderstaande adres bereik.

'n Deposito van R34,20 moet die nominasie vergesel.

Elke nominasievorm ten opsigte waarvan een van hierdie bepalings nie nagekom is nie of wat nie teen voormelde datum by onderstaande adres ontvang is nie, is ongeldig.

N. M. PRINSLOO,
Kiesbeampte.

Posbus 205
PRETORIA
0001;

of

Vermeulenstraat 553
Arcadia
PRETORIA
0083.

(14 Mei 1993)

RAADSKENNISGEWING 50 VAN 1993

RAAD VIR SEKURITEITSBEAMPTES

Ingevolge artikel 10 (5) (b) van die Wet op Sekuriteitsbeamptes 1987 (Wet No. 92 van 1987) (soos gewysig), gee die Raad vir Sekuriteitsbeamptes hiermee kennis dat die Raad van voorneme is om aanbevelings by die Minister van Wet en Orde te doen dat die bepalings van die Wet op Sekuriteitsbeamptes, 1987 (Wet No. 92 van 1987) (soos gewysig), van toepassing sal wees op ondervermelde kategorieë van werknemers wat 'n sekuriteitsdiens lewer. Belanghebbendes word hierby uitgenooi om binne agt weke vanaf datum van publikasie van hierdie kennisgewing, besware teen of vertoë aangaande onderwerp skriftelik by die Raad in te dien.

Besware teen of vertoë moet by die Registrateur van die Raad vir Sekuriteitsbeamptes, Privaatsak X817, Pretoria, 0001, ingedien word.

F. K. LUBBE,
Registrateur: Raad vir Sekuriteitsbeamptes.

CATEGORIES OF EMPLOYEES WHO RENDER A SECURITY SERVICE

1. "In house" security officers (any employee who renders a service to an employer in the private sector for the safeguarding or protection of the employers property, or of persons or property on the employers' premises or under the employers' control).
2. Locksmiths and key cutters.
3. Manufacturers, suppliers, marketers and installers of any security equipment in respect of the protection or safeguarding of people or property in any manner whatsoever.
4. Private detectives and investigators.

(14 May 1993)

KATEGORIEË VAN WERKNEMERS WAT 'N SEKURITEITSDIENS LEWER

1. "In huise" sekuriteitsbeamptes (enige werknemer wat 'n diens lewer aan 'n werkgewer in die privaat sektor vir die beveiliging of beskerming van die werkgewer se goed, of van persone of goed op die werkgewer se perseel of onder die werkgewer se beheer).
2. Slotmakers en sleutelsnyers.
3. Vervaardigers, verskaffers, bemarkers en installeerders van enige sekuriteitstoerusting ten opsigte van die beskerming of beveiliging van persone of goed op watter wyse ook al.
4. Privaatspeurders en ondersoekers.

(14 Mei 1993)

BOARD NOTICE 51 OF 1993

THE SOUTH AFRICAN DENTAL TECHNICIANS COUNCIL

ELECTION OF MEMBERS OF THE SOUTH AFRICAN DENTAL TECHNICIANS COUNCIL

It is notified in terms of regulation 7 of the regulations made under section 50 (1) (a) of the Dental Technicians Act, 1979, (Act No. 19 of 1979), that the following persons have been validly nominated as candidates for election as a member of the South African Dental Technicians Council for the unexpired period ending on 30 September 1994:

ONE DENTIST FOR ELECTION BY DENTISTS

DR/0504..... MATHEWS: Lennox Laurentius:
from:
402 Lindeque Avenue
SILVERTON RIF
0184.

DR/2611..... TERBLANCHE: Dereyck Francois
from:
P.O. Box 619
SPRINGS
1560.

As the number of persons validly nominated exceeds the number of persons to be elected, Monday, 21 June 1993 at 16:00, has been determined by me as being the day on or before which every person entitled to vote at this election may sign and transmit to me a voting paper described in the regulations. A voting paper will be posted at least one month before the day determined, to the last registered address of each person entitled to vote at this election.

J. A. SWANEPOEL,
Returning Officer.
630 Robert Koch Building
345 Pretorius Street
PRETORIA
0002;
or
P.O. Box 995
PRETORIA
0001.

(14 May 1993)

RAADSKENNISGEWING 51 VAN 1993

DIE SUID-AFRIKAANSE RAAD VIR TANDTEGNICI

VERKIESING VAN 'N LID VAN DIE SUID-AFRIKAANSE RAAD VIR TANDTEGNICI

Dit word hierby bekendgemaak kragtens regulasie 7 van die regulasies uitgevaardig kragtens artikel 50 (1) (a) van die Wet op Tandtegnici, 1979 (Wet No. 19 van 1979), dat die volgende persone wettiglik genomineer is as kandidate vir verkiesing as lid van die Suid-Afrikaanse Raad vir Tandtegnici vir die onverstreke tydperk eindigende op 30 September 1994;

EEN TANDARTS VERKIESBAAR DEUR TANDARTSE

Reg. No.

DR/0504..... MATHEWS: Lennox Laurentius
van:
Lindequelaan 402
SILVERTON RIF
0184.

DR/2611..... TERBLANCHE: Dereyck Francois
van:
Posbus 619
SPRINGS
1560.

Aangesien die getal persone wettiglik genomineer, meer is dan die getal lede wat verkies moet word, word Maandag, 21 Junie 1993 om 16:00, deur my bepaal as die dag waarvoor of waarop enigeen wat geregtig is om by die verkiesing te stem, die stembrief soos in die regulasies omskryf kan onderteken en aan my stuur. 'n Stembrief sal aan die jongste geregistreerde adres van elke persoon wie geregtig is om te stem in hierdie verkiesing, gestuur word minstens een maand voor die datum hierbo bepaal.

J. A. SWANEPOEL,
Kiesbeampte.
Robert Kochgebou 630
Pretoriusstraat
PRETORIA
0002;
of
Posbus 995
PRETORIA
0001.

(14 Mei 1993)

Red military tries for sunny SA

SOUTH AFRICAN security companies have been flooded with job applications from people trained in top Russian military acadamies, including former KGB members.

Several Russians in of the Soviet security forces have applied to join the Cape Town branch of a national security company.

Mr Brian Retief, the regional manager of Pritchard Security and Cleaning Services, said he had been "innundated" with letters from mostly highly-qualified former Russian military personnel.

By CHIARA CARTER

ST Times 16/5/93

The applicants included a qualified helicopter pilot and an officer with a backgound in intelligence work.

He said he believed similar applications had been made to other local security companies.

Mr Retief said former KGB members were being employed in industrial espionage in the United States.

He was "mystified" as to how the Russians had heard about his company. Home Affairs spokesman Mr Niel du Bois said any applications would be subject to SA immigration policy.

Mr du Bois said there had been a "flood" of prospective immigrants from East Bloc countries, Russia and mainland China.

The department's key concern was the interests of South Africans and given the high rate of unemployment, immigrants would have to offer skills not available in the country.

'Hookers out of Sea Point' plea

AREF CT 17/6/93 (287)

Staff Reporter

MORE than a thousand Atlantic Seaboard residents, congregations from 11 churches and several Jewish organisations have signed a petition to the Cape Town City Council calling for the elimination of prostitution in Sea Point.

The city council is divided over the issue, with some councillors supporting residents who predicted the uncontrollable degradation of the seaboard if prostitution were legalised.

However, at the annual general meeting of Sea Point and Green Point ratepayers last month, most residents favoured legalising prostitution if it could be contained in the harbour or the city.

Church leaders and Sea Point city councillor Mr Chris Joubert said yesterday it would be "impossible" to localise prostitution.

Mr Joubert, chairman of the Green Point and Sea Point Traders' Association and an NGK elder, supported the petition for moral reasons, but also argued that legalising prostitution would degrade the area and damage business prospects.

However, he said that while the association was against street soliciting, it accepted that having 10 escort agencies in the main road was preferable to boarded up shop-fronts.

Sea Point city councillor Dr John Sonnenberg felt it was impossible to eradicate prostitution and legalising it could at least bring some benefits.

The legalisation of prostitution in Maryland, US, and subjecting prostitutes to regular health checks, had led to a marked decrease in the incidence of Aids and sexually transmitted diseases, he said.

However, the church refused to compromise. "We can't say by legalising sin we will make it a little less sinful. We can't support the legalisation of something destructive," said Sea Point Methodist Church minister the Rev Trevor Bosman.

BOARD NOTICE 63 OF 1993

The Security Officers' Board has, with the concurrence of the Deputy Minister of Law and Order, acting on behalf of and on assignment by the Minister of Law and Order, under section 32 of the Security Officers Act, 1987 (Act No. 92 of 1987), made the regulations in the Schedule.

F. K. LUBBE,
Registrar: Security Officers' Board.

SCHEDULE

AMENDMENT OF TRAINING OF SECURITY OFFICERS REGULATIONS, 1992

Definition

1. In these regulations "the Regulations" means the Training of Security Officers Regulations, 1992, promulgated by Government Notice No. R. 2188 of 31 July 1992.

Addition of regulations 23A, 23B, 23C and 23D to Regulations

2. The following regulations are hereby added to the Regulations:

"Prohibition on certain misleading conduct

23A. No person—

(a) shall establish or manage any institution which are not an accredited training institution under any name or description, or in any other manner, which is calculated to pretend or whereby it is pretended that the institution is an accredited training institution or that the institution is otherwise established or managed with the support, approval or consent of the Board with a view to the training of security officers;

(b) who is not an accredited training instructor shall at any institution, whether an accredited training instution or not, or in any other manner, establish, manage or offer any course or program under any name or description, or with any contents, or in any other manner, which is calculated to pretend or whereby it is pretended that the course or program is directed to the training of security officers or of persons who intend to apply for registration as security officers in terms of the Act, or render for valuable consideration advice on such training, or make known in any manner that such a course or program has been established or is managed or offered, or that such advice is offered by him;

RAADSKENNISGEWING 63 VAN 1993

Die Raad op Sekuriteitsbeamptes het, met die instemming van die Adjunkminister van Wet en Orde, handelende namens en in opdrag van die Minister van Wet en Orde, kragtens artikel 32 van die Wet op Sekuriteitsbeamptes, 1987 (Wet No. 92 van 1987), die regulasies in die Bylae uitgevaardig.

F. K. LUBBE,
Registrateur: Raad vir Sekuriteitsbeamptes.

BYLAE

WYSIGING VAN REGULASIES OP DIE OPLEIDING VAN SEKURITEITSBEAMPTES, 1992

Woordomskrywing

1. In hierdie regulasie beteken "die Regulasies" die Regulasies op die Opleiding van Sekuriteitsbeamptes, 1992, afgekondig by Goewermentskennisgewing No. R. 2188 van 31 Julie 1993.

Byvoeging van regulasies 23A, 23B, 23C en 23D by Regulasies

2. Die volgende regulasies word hierby by die Regulasies gevoeg:

"Verbod op sekere misleidende handelinge

23A. Geen persoon—

(a) mag enige inrigting wat nie 'n geakkrediteerde opleidingsinrigting is nie, instel of bestuur onder 'n naam of beskrywing, of op enige ander wyse, wat bereken is om voor te gee of waardeur voorgegee word dat die inrigting 'n geakkrediteerde opleidingsinrigting is of dat die inrigting andersins met die ondersteuning, goedkeuring of toestemming van die Raad met die oog op die opleiding van sekuriteitsbeamptes ingestel of bestuur word;

(b) wat nie 'n geakkrediteerde opleidingsinstrukteur is nie, mag by enige inrigting, hetsy dit 'n geakkrediteerde opleidingsinrigting is al dan nie, of op enige ander wyse, enige kursus of program instel, bestuur of aanbied onder enige naam of beskrywing, of met enige inhoud, of op enige ander wyse, wat bereken is om voor te gee of waardeur op enige wyse voorgegee word dat die kursus of program gemik is op die opleiding van sekuriteitsbeamptes of van persone wat voornemens is om vir registrasie as sekuriteitsbeamptes ingevolge die Wet aansoek te doen, of teen vergoeding advies gee oor sodanige opleiding, of op enige wyse bekendmaak dat so 'n kursus of program ingestel is of bestuur of aangebied word, of dat sodanige advies deur hom verskaf word;

(c) excluding the Board or any person acting on authority of the Board, shall compile, distribute, sell or otherwise make available, or in any manner publish any book, pamphlet, brochure or other document which in any manner pretends to be an instructors' training manual or a procedures manual, referred to in these regulations, or a manual for the training of security officers, or similar manual, or which substantially constitutes a manual for any such training or procedure.

Prohibition on offering of non-prescribed training courses

23B. No accredited training institution or accredited training instructor shall with effect from 1 July 1993 offer any training course of which the contents do not substantially comply with the minimum criteria contemplated in regulations 3 (2) (b) or 6 (2).

Prohibition on rendering of security services by non-trained employees

23C. (1) Subject to subregulation (2), and with effect from 1 October 1993—

(a) no person who renders a security service shall require any of his employees who are security officers, or direct, order, or permit or cause to be directed, ordered or permitted any of them to render any security service, unless the employee is in possession of an applicable training certificate contemplated in regulation 8;

(b) no employee contemplated in paragraph (a) shall allow that he be used in the course of his employment for the rendering of any security service, unless he is in possession of any such applicable training certificate.

(2) The provisions of subregulation (1) shall not apply to any employee referred to therein who on 1 October 1993 is a person who was on or before 1 July 1993 registered in terms of the Act as a security officer and whose registration on 1 October 1993 is still in force.

Offences and penalties

23D. Any person who contravenes any provision of regulation 23A, 23B or 23C or fails to comply therewith shall be guilty of an offence and liable on conviction to a penalty of R1 000 or to imprisonment for a period not exceeding six months.".

Commencement

3. These regulations shall come into operation on 30 June 1993.

(25 June 1993)

(c) uitgesonderd die Raad of iemand wat op gesag van die Raad handel, mag enige boek, pamflet, brosjure of ander stuk opstel, versprei, verkoop of andersins beskikbaar stel, of op enige wyse publiseer, wat op enige wyse voorgee 'n opleidingshandleiding vir instrukteurs of 'n prosedurehandleiding, bedoel in hierdie regulasies, of 'n handleiding vir opleiding van sekuriteitsbeamptes, of soortgelyke handleiding, te wees, of wat wesentlik 'n handleiding ten opsigte van enige sodanige opleiding of prosedure is.

Verbod op aanbieding van nie-voorgeskrewe opleidingskursusse

23B. Geen geakkrediteerde opleidingsinrigting of geakkrediteerde opleidingsinstrukteur mag met ingang vanaf 1 Julie 1993 enige opleidingskursus aanbied waarvan die inhoud nie wesenlik voldoen aan die minimum maatstawwe beoog in regulasies (3) (2) (b) en 6 (2) nie.

Verbod op lewering van sekuriteitsdienste deur nie-opgeleide werknemers

23C. (1) Behoudens subregulasie (2), en met ingang van 1 Oktober 1993—

(a) mag geen persoon wat 'n sekuriteitsdiens lewer van enige van sy werknemers wat sekuriteitsbeamptes is, verlang, of enige van hulle gelas, beveel, of toelaat of laat gelas, beveel, of toelaat om 'n sekuriteitsdiens te lewer nie, tensy die werknemer in besit is van 'n toepaslike opleidingsertifikaat beoog in regulasie 8;

(b) mag geen werknemer beoog in paragraaf (a) toelaat dat hy in die loop van sy diensverrigting aangewend word vir die lewering van enige sekuriteitsdiens nie, tensy hy in besit is van so 'n toepaslike opleidingsertifikaat.

(2) Die bepalings van subregulasie (1) is nie van toepassing nie op enige werknemer daarin bedoel wat op 1 Oktober 1993 'n persoon is wat op of voor 1 Julie 1993 ingevolge die Wet as sekuriteitsbeampte geregistreer is en wie se registrasie op 1 Oktober 1993 nog van krag is.

Misdrywe en strawwe

23D. Iemand wat 'n bepaling van regulasie 23A, 23B of 23C oortree of versuim om daaraan te voldoen, is skuldig aan 'n misdryf en by skuldigbevinding strafbaar met 'n boete van R1 000 of met gevangenisstraf vir 'n tydperk van hoogstens ses maande.".

Inwerkingtreding

3. Hierdie regulasies tree in werking op 30 Junie 1993.

(25 Junie 1993)

Star 14/7/93

Legalise us, plead escorts

287

'Tax implications' worry many girls

By Jacqueline Myburgh

Legalise prostitution and get the police on our side instead of against us ... that is the call from escorts in Johannesburg who say they constantly fear for their safety and have no one to turn to.

Interviewed recently at escort agencies in the city centre, the women welcomed the news that the Johannesburg City Council would this month debate the legalisation of the world's oldest profession.

Councillor Anchen Dreyer, who will propose the motion, said she would call upon the council to petition the relevant Government Minister to change the law and legalise prostitution.

"The reasoning is that enforcement has never been successful, and this manpower can be freed to combat crime elsewhere," Dreyer said.

The increase in the incidence of sexually transmitted diseases, especially Aids, was also a motivation. The city's health workers were currently struggling to build up trust with "sex workers" who needed education regarding safe sexual practices, she said.

Escorts interviewed by The Star said they longed for legal status, but thought twice when it was suggested that they might become eligible for income tax.

One escort, who called herself Vicky, said she earned up to R23 000 a month and might be prepared to pay half of that to a charity organisation if her work was legalised.

"I won't pay it to the Government — they have enough money," she added.

She and the other escorts said they often found themselves in dangerous situations with aggressive clients and could not call on the police for protection There was also a constant fear that they would be "bust" for soliciting

The woman who owns Vicky's escort agency would not be named, but said she, too, would welcome the decriminalisation of the work her "girls" did.

"No one knows about the difficulties behind this iron curtain," she said, motioning to the flashing lights that framed the entrance to the agency.

"The girls do not have to go to bed with a client, and all of a sudden he pulls out a gun!"

All the escorts interviewed said they would not support the legalisation of prostitutes "on the streets".

"It must be controlled on an agency basis," said one 23-year-old woman.

She complained that the women who worked on the streets were "desperate drug addicts" that charged much lower rates.

"Then the clients come to the agency and expect the same prices," she said.

The women told The Star that most sex workers were informed about Aids and protected themselves.

Rape-accused cricketer refused bail

By Toni Younghusband
Star Bureau

LONDON — A young Cape Town cricketer charged with rape was refused bail here yesterday because a magistrate fears he may flee the country

Mark Shane Bredell (20) will remain in a British jail until his next court appearance.

Bredell was visibly shocked when told his defence counsel's offer of R40 000 bail was turned down

A large group of friends and fellow cricketers had pledged the money to have him freed and there were sighs of disbelief from them when their offer was refused.

At yesterday's bail hearing at the Maidenhead Magistrate's Court, defence counsel Tim Hammick said Bredell would strenuously deny the rape allegation and say he had sex with the woman's consent.

Bredell was arrested at the prestigious Henley regatta on Sunday after a 20-year-old woman said she was raped in a field near the rowers' enclosure.

"Police were on the scene fairly rapidly, questioning everyone and looking for a man wearing trousers Bredell was wearing shorts.

"He asked the police what was going on, they told him a woman had been raped.

"He told them he had recently had intercourse with a young woman but it was with her consent.

"This is not the behaviour of someone who has raped," Hammick said.

He will appear in court again on August 10 when he is expected to be committed to a Crown Court for trial.



In the dark . . . Johannesburg's sex workers would welcome the chance to come out of the shadows. Picture Gary Bernard



PEOPLE'S LIVES *Here's how legalisation could help prostitutes*

Sowetan 6/8/93

Sex workers need a shield

(287)

By Sizakele Kooma and Grace Phiri

THEY mill around the paved alleys of Hillbrow barely clothed and sometimes force their heavily made-up faces through open car windows to croon seductive noises at male occupants.

Love them or loathe them, prostitutes — or sex workers — depending on which side you fall, have conquered the vibrant uptown.

The issue is no longer how this growing subcommunity should be flushed out but how it can be controlled and protected, as Ms Anchen Dreyer and 16 of her colleagues in the Johannesburg City Council have realised.

Sex workers need legal protection. They need protection, they say, from greedy flat landlords and hotel managers who charge them ridiculous rates, unscrupulous policemen who blackmail them, the hate-filled public that harasses them and, most importantly, they need protection from the scourge of Aids.

Dreyer's encouragement for legalisation of prostitution, a motion rejected by 23 councillors, was obviously motivated by an awareness of the wealth the city council could generate from taxation of inner city strollers.

The lowest a Hillbrow sex worker makes on a busy day is R300, the highest is R3 000. There are approximately 2 000 of them operating from hotels and flats in the suburb.

Sowetan visited and listened to a group of them talk about their work, how they got into it and how they hoped legalisation could help them.

First, the 69 women who live in and operate from the unrated hotel in the sleaziest part of Hillbrow, one of four owned by the same man, feel the management of the hotel takes advantage of their illegal status.

Said one girl: "We pay R80 a day for a family room that not even a hobo would sleep in. The beds have lice and the linen is hardly ever changed. A client comes once and you never see him again. "The food is horrible Breakfast is always fish fingers and eggs. We don't eat vegetables here. We get pap, meat and gravy.

"What bothers them is the quality of business. Their patrons are mostly black. Black men don't pay as well as whites do"

"We have held countless meetings with the manager but nothing comes out of them. But he is very quick to evict us when we can't pay. He shows no mercy. He kicks you out and locks your belongings in the room."

The group said they worked from the hotel because it was the only way they could evade arrest. It was also easier to solicit customers from inside the hotel, where they are treated like all patrons, than outside where sometimes even their suggestive way of dress cannot get them customers. The women, who range in age from 15 upwards, complained about police harassment. Some policemen, they say, pay them less than the standard rate of R50 a session and at times they won't pay them at all.

"We co-operate because they threaten us with arrest. They obviously know we cannot take the matter up with any union or the small claims court. We can also not report them at the police station," says another.

What bothers them, though, is the quality of business that comes into the hotel. Their patrons are mostly black, both local and foreign. Black men, the workers say, do not pay as well as whites do.

"Most whites fear coming to the hotel because they are often mugged Black people who look well-off have also been robbed of their money and jewellery. Rich men therefore avoid this hotel and that affects our trade," another one adds.

They themselves have often been targets of harassment, not by their clients but by other male patrons. They have been beaten, they say, by some hotel patrons without any provocation.

Despite all these problems some of the girls in the group do not think prostitution should be legalised They feel legalisation would draw the veil of secrecy around the profession and make them more vulnerable.

"I left home to come and look for a job in the city. When I couldn't find one, prostitution became a last resort. My parents know that I work, but they do not know what kind of work it is. I would like to keep it that way.

"Legalisation could also make us easy prey to journalists who would just shoot our pictures and use our names in the paper without our permission, just because we were not outlaws any more," one of the older girls explains.

Their hotel manager, who maintains every hotel has an element of prostitution, does not think legalisation would benefit them either, but for different reasons. "Most of these girls are degenerates. They cannot be treated like ladies. They are rude and rough. They come downstairs unwashed and walk around in their nighties with nothing underneath. How much respect do they expect to command if they do not respect themselves? A lot of them make unemployment an excuse. They love what they do They love their undisciplined lives."

Committee favours legal sex workers

(287) (28) CT 4/9/93

By PETER DENNEHY

A SUB-COMMITTEE of the Cape Town City Council has resolved to support the decriminalisation of prostitution.

But, in response to a request for assistance from 11 church congregations, the utilities and works committee has decided to offer the churches the use of its halls for "moral outreach" programmes.

The Atlantic seaboard ministers had approached the council asking for it to discourage soliciting.

Yesterday the amenities and health committee adopted the view that even when someone with a criminal conviction for prostitution applied for a parlour or agency licence, it should be granted.

Medical Officer of Health Dr Michael Popkiss said that unless a licence was granted the council would not be able to disseminate health information to the people who operated such establishments.

"My information is that in Germany, where prostitution is decriminalised, prostitutes join unions which promote the health of their members," he said.

Mr Gordon Oliver said decriminalisation would have to come from the central government.

Committee favours legal sex workers

(287)

CT 4/9/93

By PETER DENNEHY

A SUB-COMMITTEE of the Cape Town City Council has resolved to support the decriminalisation of prostitution.

But, in response to a request for assistance from 11 church congregations, the utilities and works committee has decided to offer the churches the use of its halls for "moral outreach" programmes.

The Atlantic seaboard ministers had approached the council asking for it to discourage soliciting.

Yesterday the amenities and health committee adopted the view that even when someone with a criminal conviction for prostitution applied for a parlour or agency licence, it should be granted.

Medical Officer of Health Dr Michael Popkiss said that unless a licence was granted the council would not be able to disseminate health information to the people who operated such establishments.

"My information is that in Germany, where prostitution is decriminalised, prostitutes join unions which promote the health of their members," he said.

Mr Gordon Oliver said decriminalisation would have to come from the central government.

4/9/93
Argus
287

Hookers might get off the hook

Medical officer's quest to make prostitution legal

4/9/93
Argus
287

(287) ARGUS 4/9/93

Escort agencies in Sea Point are coming under fire from church leaders who are keen to see them out of the suburb. But there are moves to decriminalise prostitution.

DALE KNEEN and CLIVE SAWYER, Weekend Argus Reporters

RELIGIOUS leaders in Sea Point have launched a battle on escort agencies in the suburb — in the face of the possibility of prostitution being decriminalised.

And while church leaders are angered by what they feel is a "front for prostitution", they have vowed not to rest until the agencies close.

Churches and synagogues collected 850 signatures for a petition voicing their objection to escort agencies.

Meanwhile, Cape Town medical officer of health Michael Popkiss has told the utilities and works committee that decriminalisation in Germany stopped the "blackmail" of prostitutes and enabled them to form unions.

City Council utilities committee member Frank van der Velde said the council needed a policy of "outreach" to prostitutes to safeguard public health.

Chairman Ian Iversen said this would be referred to the utilities committee, with a request for support for Dr Popkiss "in his quest to decriminalise prostitution".

The debate was in response to a request by Atlantic Seaboard Ministers Fraternal spokesman Peter Hammond for council help in discouraging soliciting and prostitution through escort agencies.

The Ministers Fraternal, which represents 11 churches in the area, handed the petitions to the city council.

Escort agencies in the suburb, now said to number 122, have evoked the ire of church groups and ratepayers for several months.

About 80 members of an organisation called Christians for Truth last Friday night marched through the suburb in a protest against the agencies.

They carried banners which read "Escorts — God loves you but not your sin" and handed out pamphlets advocating sexual abstinence before marriage.

The Rev Trevor Bosman of Sea Point's Methodist Church said prostitution occurred along the entire Atlantic seaboard, from Green Point to Camps Bay.

Sea Point police station commander Major Denise Basson said several complaints were made when the escort agencies opened.

These were referred to detectives at the SA Narcotics Bureau, commonly known as the Vice Squad, for investigation.

Security workers declare disputes

ERICA JANKOWITZ

THE Transport and General Workers' Union had declared eight disputes with Springbok Patrols in response to what it called "illegal employment practices and union-bashing", national organiser Jane Barrett announced yesterday.

Barrett accused Springbok Patrols management of unilateral actions including cancellation of union facilities and stop orders, deductions for an "unregistered insurance scheme" and a "rival staff association" and dismissals and retrenchments.

The company was breaching a wage determination by not issuing proper payslips, Barrett said.

The union had approached the Manpower Department to investigate.

Company spokesman Jaap van Zyl said the payslips had department approval and the offending insurance scheme was a burial fund which was considered necessary because of "the nature of work performed by our employees".

Van Zyl said union facilities had been cancelled after a handgrenade attack on the Security Workers' Association general secretary's home, for which union shop stewards had been arrested.

A court case was still in progress.

Barrett also complained about the company's attempt to register its "in-house" staff association as a trade union".

Van Zyl confirmed the association had been registered, but said it had been operating for seven years.

Barrett said the union had applied for conciliation boards to resolve the disputes. If they failed, strike action was not ruled out.

She called on Springbok Patrols' clients to put pressure on the company to "get its house in order".

Van Zyl said the union's actions might lead to "cancellation of contracts and the unavoidable retrenchment of workers".

Legalisation of prostitution: 'Public must be polled first'

(287) ARG 16/9/93

CLIVE SAWYER Municipal Reporter

FREEMEN of Cape Town Owen Cardinal McCann and Richard van der Ross have urged the city council to abandon its support for legalising prostitution.

If the city council wanted to press ahead with the idea, it should first poll its citizens by asking the opinion of churches, welfare bodies and "other representative bodies".

In a letter to Mayor Clive Keegan, they said their concern was on moral grounds.

"We understand the city council cannot take such a step without enabling legislation from the central government, (but) the stature of this city is such that it will strongly influence the government."

Legalising prostitution would not remove it from the streets. It would increase "sexual promiscuity and experimentation".

Legalisation would undermine the bonds of family, church and school.

"Our society already suffers from too many problems resulting from poverty, illegitimacy, broken homes, single-parent families, teenage pregnancies, child abuse and related ills to have its moral values further undermined," they said.

Brothels were an affront to the dignity of women.

"Such an insult to our women would not be acceptable to the council or our society."

City council spokesman Ted Doman said the letter would be tabled at the next amenities and health committee meeting.

Medical officer of health Michael Popkiss told a utilities and works committee meeting decriminalisation of prostitution overseas had helped health care, and had freed police to fight crimes of greater concern to the public.

Springbok probe

WM117-23/9/93 287

THE Transport and General Workers' Union has called on the Department of Manpower to investigate the employment practices of Springbok Patrols, the largest security firm in the country. In addition, the union has declared eight disputes with the firm. These include: the cancellation of union facilities (including stop-orders); unauthorised deductions for uniforms, an insurance scheme and subscriptions to a staff association to which the union's members do not belong.

Outcry over escort licences

CT 5/10/93 (287)

Municipal Reporter

THE mayor and all city councillors have received letters warning against "a proposal to legalise prostitution in the city".

The outcry was sparked off when the council spelt out that it was willing to grant licences to all escort agency and massage parlour applications which comply with certain health requirements.

The argument that this will improve the control of disease was "irrelevant in the face of moral issues at stake", the letters said. Letters of objection also came in from the Claremont Congregational Church and Schotsche Kloof Civic.

Two freemen of the city, Owen Cardinal McCann and Professor Richard van der Ross, also sent in a letter to the mayor objecting to the council's apparent soft line on prostitution.

Councillor Mr Leon Markovitz suggested the council should make no recommendations to the government regarding legalised prostitution. This was accepted.

City has no power to decide on legalising prostitution

ARGS 5/10/93

(287)

Municipal Reporter

DECRIMINALISED prostitution got neither a red light nor a green light from the amenities and health committee.

Chairman Leon Markovitz said it was beyond the city council's authority to decide on decriminalising prostitution.

Letters from Freemen of Cape Town, Owen Cardinal McCann and Richard van der Ross, and from a Christian group were tabled at yesterday's meeting.

Addressed to mayor Clive Keegan, they called on councillors not to support legalised prostitution.

Quoting the Bible, the Christians warned Mr Keegan of hellfire and brimstone for "whoremongers."

Other letters of objection came from the Scotsche Kloof Civic Association and the East Claremont Congregational Church.

The utilities and works committee last month said medical officer of health Michael Popkiss's support for decriminalising prostitution should be encouraged.

They referred the matter to the amenities and health committee.

Deputy amenities chairman John Sonnenberg, who at a Sea Point meeting three months ago spoke out in favour of legalised red-light districts, said he respected the opinions of those who opposed prostitution.

"I am not in favour of prostitution — I am in favour of decriminalising it."

Tony Powell said most ratepayers opposed legalised prostitution and the council should not be seen to be supporting it.

Licensing escort agencies might be seen as legalising prostitution, but the law laid down guidelines for granting licences, he said.

Deputy MoH J van Rensburg said applicants for escort agency licences were given health education pamphlets about Aids and other sexually-transmitted diseases.

Pioneer boosts novel idea in hair care trade

Sowetan 14/10/93

287

By S'Busiso Mseleku

A NOVEL phase in the local hair care industry is breezing in after the launch of Hair Connection in the Johanesburg CBD's Smal Street last week.

This unique business idea is known as Rent-A-Booth.

The brainchild of Peace Cindi, one of South Africa's pioneers in the hair care industry, Hair Connection provides hairdressers with a chance to develop their own businesses. Each hairdresser rents his-her own work station from Cindi. All they have to do is bring their products and do the job.

Hair Connection opened its doors last December with six hairdressers. Today the salon boasts 13 hairdressers and a beautician.

The first hairdressers who rented booths from Cindi were those who had worked with him in his first salon.

He became aware that some clients, after visiting the salon a number of times, decided they wanted their hair done by a particular hairdresser.

"This new idea gives the hairdressers a chance to expand their clientele," said Cindi.

He also believes this method encourages young people to start their own business.

"At least here they only pay rent and I take care of all the overheads," he said.

Security guards stop work at HoR schools

□ Workers fear privatisation plans

(287) ARG 29/10/93

SHARON SOROUR
Labour Reporter

SECURITY guards employed by the House of Representatives to protect educational institutions are on a work stoppage over alleged privatisation plans which they fear will leave them without work.

About 65 guards at Oval North Secondary School and Princeton Senior Secondary School in Mitchell's Plain say they will not go back to work until the House of Representatives assures them their jobs are secure.

They say they were trained to guard 45 primary schools and 14 high schools and government buildings.

"They have changed all this and now we all guard only two schools, while the others stand unprotected," said chief security guard at Oval North Secondary School Mike Michaels.

Workers had been told a private security company, Sneller Services, would employ them as the House of Representatives' security was being phased out, said Mr Michaels.

Workers had had no contact with the company and it was not listed in the telephone directory.

The phasing out of the security department, which had been operating since 1985, would affect security guards nationwide, he said.

"Last week, we were told a private company would take us on as employees in January, but the department cannot guarantee our jobs."

Workers also believed the private company would not have jobs for all of them.

The workers, who claimed to have recently joined the National Education, Health and Allied Workers' Union (Nehawu), said they guarded the schools, in high-crime areas, without weapons or whistles.

Mr Michaels, who has eight years' service, said workers would refuse to work until they had an answer from the department

Another guard, John Thomas, who has five years' service, said many workers had housing subsidies which would fall away if they were employed by a private company.

"I have just bought a house in Portlands with the subsidy. We will lose our houses as the private company will not be able to cover us."

Mr Thomas said the House of Representatives also had offered the workers retrenchment packages because "it's almost as if they know we are going to be laid off".

Most security guards did not have permanent status and packages offered to temporary workers were not worth taking, he said.

● A House of Representatives administration spokesman said the phasing out of the security system was in keeping with the phasing out of the "own affairs" system.

He said security guards had been assured their jobs would be secure. He did not know about a bid to privatise the department, but said the security system at schools had not been very effective.

Security fell under the ambit of the Department of Education and Culture from the beginning of October. A spokesman could not be reached for comment.

(287) ARG 20/11/93

SECURITY OFFICERS BOARD

PRIVATE BAG X817
PRETORIA
0001

The Security Officers' Board was constituted in terms of the Security Officers' Act 1987 (Act No 92 of 1987), and is a complete autonomous staturory body (non-government) which applies its functions without discrimination whatsoever.

The Board came into existence to upgrade and professionalise you the security officer.

How is the Board professionalising the Security Industry and what have you to gain as a security officer?

1. All criminals had to be eliminated from the security industry so that you as a registered security officer could not be discredited by the public and the people who you render a security service to. This means that your integrity is above reproach and that you can fulfil your duties with pride. It also means that your position within the security industry as a security officer is protected from elements who may not be registered because of serious previous convictions.
2. The Board has established a career path for you. This means that you as a security officer has an equal opportunity to better and improve your ranking within the security industry. You are now able to improve yourself from Grade E through to Grade A. You may even wish to specialise in various other disciplines, for example, retail security, armed response, cash in transit or even become an instructor in security training. This all depends on your ambition. From October 1, 1993 formal training becomes compulsory and security officers may only be trained at training establishments recognised by the Board.
   Because of this action by the Board any formal training that you as a security officer will undergo is recognised on a national basis and you will also be certificated by the Board for every achievement. You as a registered security officer can no longer be exploited by the so-called "fly by night" training establishments as minimum training standards have been laid down. A well-trained security officer is better equipped for his task and will perform better than a security officer without training.
3. This Board has endeavoured to work closely with the Department of Manpower because of numerous complaints received by registered security officers of contraventions in terms of the Wage Determination 473 which regulated salaries and conditions of employment. The Board is there to render a service to you as a registered security officer and if satisfaction can not be obtained, the Board will assist you with your problems. Why are you paying an annual fee or levy?
   For this Board to be able to execute its functions and to professionalise the industry, costs money. This Board is not subsidised by Government as it is a Board for the security industry.

   The Board has to appoint inspectors and establish branches throughout South Africa to look after the interests of you as a security officer as far as training, complaints and other matters are concerned.

   The Board issues every training certificate to you without you as a security officers having to pay for it. Further, the Board is committed to the establishment of a bursary fund to subsidise deserving students with the cost of training.

   The Board recognises that many security officer are involved in brave deeds putting their lives at stake. awards for bravery will be coming in due course so that family, colleagues and the public can notice what calibre of security officer you are.

So what in effect are you getting?

1. You are being recognised on a national basis that you are part of a profession and not just a "job".
2. That you are trained for your profession and not just "used" on a casual basis.
3. That your complaints, if substantiated, will be supported and assistance will be given.
4. That excellent performance in the line of your duty will be acknowledged.
5. That you can financially better yourself by means of further study.
6. Trained security officers can not be replaced by untrained or unregistered persons.

IF YOU ARE NOT REGISTERED, REGISTER NOW!

No other body except the Security Officers' Board has your interests at heart and therefore you can walk with pride.

FOR MORE INFORMATION PHONE (012) 320 3620

Faith in Security

Labour briefs

Springbok gags union

(28F) WM1-7/10/93

SPRINGBOK Patrols last week obtained an interdict in the Rand Supreme Court against the Transport and General Workers' Union (T&GWU) barring the union from communicating "directly or indirectly" with the company's clients on any labour relations or employment practices.

The T&GWU wrote to the biggest of the security company's clients informing them of eight labour disputes pending between the company and the union. The companies included Coke, Eskom, Premier, Spoornet, the Johannesburg City Council, M-Net, Sanlam and the OK Bazaars.

Springbok alleged that T&GWU specifically planned a smear campaign to prevent it from winning a lucrative contract with state airports. But the union denied this saying "the gagging of the union speaks volumes".

Legalising prostitution 'humane'

(281)

CT 26/11/93

PRETORIA. — The decriminalisation of prostitution in South Africa would be humane, but could lead to the growth of a sex tourism industry, according to the Human Sciences Research Council (HSRC).

HSRC researchers investigated commercial sex work in South Africa. In a report submitted to the National Health Department they asked whether decriminalising prostitution should be left to local authorities.

'Trouble spots'

"Arguably, if regionalism is broadly accepted in South Africa, decriminalisation should be regionalised," they said.

Yet, they added, this could lead to sex tourism and "migration prostitution", as elsewhere in Africa, which could result in regional "trouble spots".

Researchers Mr Willem Schurink, Mr Ian Liebenberg and Ms Evanthe Schurink said preference should be given to a national prostitution strategy rather than regional ones.

It would appear from their research there was no reason why an Afrikaner volkstaat would lag behind in legalising prostitution. In 1896 the executive council of President Paul Kruger's Transvaal Republic expressed itself in favour of state-controlled brothels in principle.

At the time there were 300 brothels in Johannesburg, but they were outlawed under public pressure.

The HSRC report added that many prostitutes today found the work difficult and stressful and used drugs to cope.

The highest incidence was of "white pipe" smoking (dagga and Mandrax tablets mixed), and spiking (the injection of dissolved Wellconal tablets, or "pinks").

The researchers noted a decline in the popularity of massage parlours and escort agencies and said there was a trend for prostitutes to return to the streets.

Their rates for manual and oral sex ranged from R50 to R100, and for full and kinky sex from R80 to R150.

Diseases

Street-walkers conducted businesss with as many as six clients a day, spending on average 20 to 40 minutes with each client.

It appeared prostitutes were generally aware of the dangers of sexually transmitted diseases and Aids and that, with the exception of younger, poorer street-walkers, they took measures to prevent such diseases. — Sapa

The pros of legalising 'the oldest profession'

ARG 26/11/93 (287)

PROSTITUTION in South Africa — first outlawed 100 years ago — could be legalised if an "enlightened strategy" on the subject is developed by the government.

This is the view of a Human Sciences Research Council group which has been researching what it calls "commercial sex workers".

Their 169-page report is being studied by the Department of National Health and Population Development.

It is the second major report favouring legalisation of prostitution — the SA Law Commission earlier this year proposed a human rights bill which offered protection for this type of work in a clause protecting sexual minorities.

Prostitution was first controlled in South Africa in 1893 through a Transvaal Republic law, and prohibited in terms of the 1957 Sexual Offences Act.

Policing has, says the report, not necessarily been successful and methods of investigation differ from city to city — "personal differences and varying interpretations and perceptions of the 'evil' of prostitution among communities and law enforcement agencies play a role," say the researchers, Willem Schurink, Ian Liebenberg and Evanthe Schurink, of the HSRC's Social Dynamics group.

The police, however, continue to apply the law strictly, in particular against street walkers in order to "force" women participants into escort clubs where they can come under a form of control. Escort agency employees have to register with the police's South African Narcotics Bureau.

The HSRC says there are four options open to the State. One is a return to fundamentalist values, which implies rooting out of prostitution through repressive measures to form what it calls an ideal "sin free" society; retention of the current situation; decriminalisation of the profession; and decriminalisation and legalisation of prostitution.

It favours the latter and says it could mean the legal introduction of controls such as registration, the right to collective bargaining, and medical examinations.

Benefits to the authorities will come through education, counselling, re-training of prostitutes who want to quit the profession, freeing of police to investigate other crime, and a public debate on the issue.

It is also seen as a way of preventing runaways from entering the sex-for-money world and helping forge a more tolerant public attitude towards sex workers.

Stoppage to continue

ABOUT 5 000 striking security guards in Durban yesterday vowed to continue their week-long protest until employers met their demands for higher wages and changes to labour legislation governing the industry.

The Inkatha Freedom Party has condemned the action, claiming the African National Congress had thrown its weight behind the "illegal strike" in an attempt to gain control of the strategic security industry.

South African National Security Employers Association spokesman Donald Dart said employers had offered to hold talks with the Transport and General Workers Union this week to settle the dispute.

But TGWU spokesman Mr Lereko Thamae, speaking at a news conference at the ANC offices yesterday, said the union had refused the offer because it was conditional on striking security guards returning to work immediately.

He said 38 companies whose employees were on strike had issued ultimatums calling for their return to work but employees remained steadfast in their demand for a wage increase from about R600 to R1 500 a month among other demands.

He said, however, "we want to meet them as a matter of urgency, at any time and any place".

Mr Dart said Sansea viewed the strike as illegal and would hold discussions once the security guards returned to work. — *Sapa.*

SERVICES SECTOR - LABOUR

1993 - 1995

SOWETAN Tuesday January 25 1994

ry gap

Security workers' victory

Sowetan 25/1/93

By Ike Motsapi

THE Transport and General Workers' Union scored a major victory at the weekend by reaching an interim wage agreement with the South African National Security Employers Association.

Members of the union are to receive salary increases of R75 as from March 1. This represents a 12,5 percent across-the-board salary adjustment. (287)

Mr Randall Howard, general secretary of TGWU, said yesterday the union was still demanding that its members be paid monthly minimum salaries of R1 500.

The union and Sansea, which is the employer organisation in the security industry, agreed to meet again next month to negotiate further salary adjustments and outstanding issues.

Mr Jerry Ngcobo, media officer of TGWU, said: "This interim agreement flows from a strike action in Durban by security guards who are our members."

Security guards win 12,5% wage rise

ERICA JANKOWITZ

BIDAY 24/11/94

SECURITY guards have won a 12,5% increase, effective from March 1.

The Transport and General Workers' Union announced on Friday that it had signed an interim wage agreement with the SA National Security Employers' Association.

The agreement will be gazetted and extended to cover the entire industry by March 1, effectively binding all employers to its terms.

Union national organiser Jerry Ngcobo described the move as a "major victory" and a direct result of strike by about 5 000 security guards in Durban last year which finally forced employers to the negotiating table.

He said the employer body signed the agreement on Wednesday after discussions facilitated by Manpower director-general Joel Fourie. (287)

The union said the employer body made a commitment to negotiating other outstanding issues, including a national minimum wage of R1 500 a month, illegal employment practices, job grading, maximum working hours and the establishment of a national industrial council.

Cosatu founding president Elijah Barayi dies aged 63

ERICA JANKOWITZ

ELIJAH Barayi, founder member and vice-president of the NUM and former president of Cosatu, died on Saturday at the age of 63 after a short illness, NUM president James Motlatsi announced at the weekend.

Described by ANC secretary-general Cyril Ramaphosa as one of SA's greatest trade union leaders, Barayi appeared at position 79 on the ANC's national election list.

"Our pain about his untimely death is deepened by the knowledge that despite being ill, Comrade Barayi was preparing himself to serve — as he had done throughout his life — the people of SA in the new democratic government," Ramaphosa said.

Cosatu general secretary Sam Shilowa called him "a champion of SA workers".

Referring to Barayi's presidency of Cosatu from its formation in 1985 until 1991, Shilowa said: "He led SA's workers through the darkest days of apartheid repression. He played an important role in helping to build Cosatu from a disparate conglomeration of unions, numbering fewer than half a million workers, into the giant it is today."

Barayi was active in both the union movement and the ANC, where he worked tirelessly at branch level. Most recently he was involved in the voter education arm of the NUM.

During the '80s he was active in the United Democratic Front.

Barayi was born in Craddock in the eastern Cape and worked at Blyvooruitzicht mine near Carletonville for more than 20 years until his retirement last year.

Motlatsi said Barayi's death was "a great loss to the NUM, the mass democratic movement and the democratic forces of our country at large".

Joint talks on police unit

BIDAY

ERICA JANKOWITZ

THE SA Police Union will meet SAP management today to discuss plans to move unit 19 of the internal stability unit from Pretoria to a disused army barracks in Devon, near Delmas. 24/11/94

Union national secretary Peter-Don Brandt said at the weekend that police management had undertaken to "solve this pertinent issue" in co-operation with the union.

"The union firmly believes this is a step in the right direction."

Brandt said the reason for the proposed relocation of division members was unclear but he believed the SAP was deploying personnel in all areas in the run-up to the April elections.

However, if members were not given the opportunity to appeal against transfers, "a major confrontation" with the union was likely, Brandt warned.

Scheme for retrenched workers

ERICA JANKOWITZ

AN INITIATIVE to teach retrenched workers new skills has grown rapidly into a major community project with hundreds of training centres planned nationwide.

Project founder John Dommet said at the weekend that the first two centres — in Gazankulu and Transkei — were to open later this month. Another 18 were on the drawing board and it was possible400 would be established in the next five years, he said. 24/11/94.

Dommett, a civil and agricultural engineer, saw the need for community-based centres to train retrenched workers and unemployed people in basic manufacturing techniques and business skills. He put his vision into practice by establishing training company Rutec six years ago with R6 000 capital. Rutec is now a concern with an annual turnover of several million rands.

Dommett said the objective of the centres was to provide people with skills to start their own micro-enterprises. He explained: "Micro-enterprises imply producing products at home for the local neighbourhood. They require low overheads and low capital outlays." BIDAY

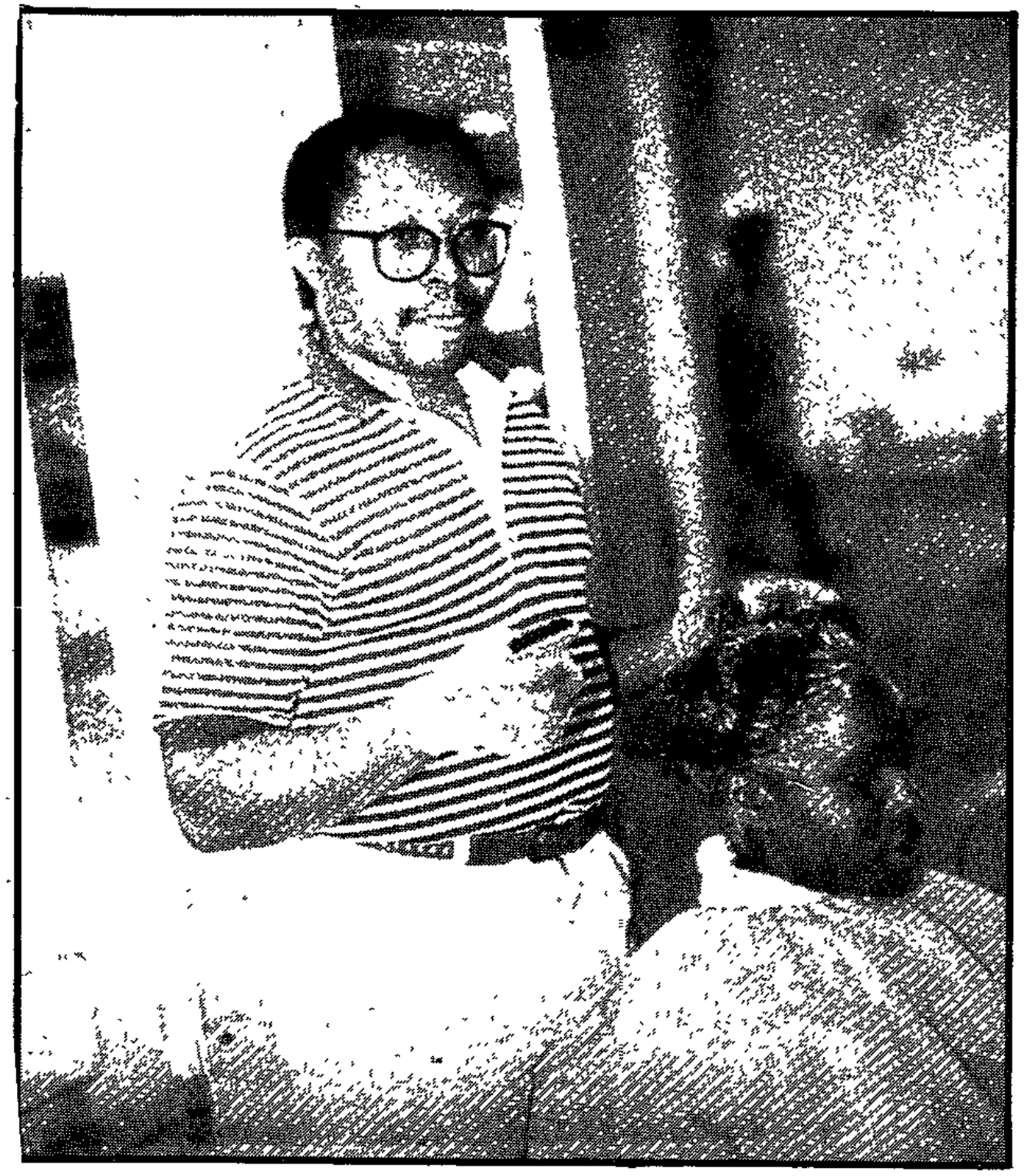
Rutec's training programmes incorporate basic profitability calculations or what Dommett described as "staying-alive accounting".

The company is not only involved in training but also manufactures about 60 pieces of appropriate technology equipment for the rural areas, including wood-fired ovens and agricultural implements.

Rutec has worked closely with the NUM in retraining retrenched mine workers in rural communities — the Gazankulu and Transkei centres were developed in conjunction with the union.

Rutec's centres are run as non-profit making institutions and pay for their running costs by levying a small charge on all materials bought.

"In this way, a centre that has been operating for a year should be able to pay its staffing and maintenance costs without further funding," said Dommett.



)OC ON THE JOB . . . Stan Mkhabela wants banks to get real.

Banks are splitting hairs, says the doc

CIPress 6/2/94

STAN "Dr Fingertips" Mkhabela – co-owner of Essence Laboratories, which manufactures black hair care products and household detergents – says he got interested in hair care while working as a medical laboratory technologist at Baragwanath Hospital in the early '80s.

Part of his job was to analyse diseased hair, skin and nails. "I got interested in hair – and started experimenting on healthy hair," he says.

"My interest grew into styling hair part-time, until I opened a hair salon in Mofolo, Soweto, in 1982. Today I've got three Dr Fingertips salons in Soweto which employ 22 people full-time."

Mkhabela says he chose the name Dr Fingertips because his scientific knowledge makes him an "above-average" hairdresser – and because his childhood dream was to become a medical doctor.

Essence Laboratory was founded two-and-a-half years ago when Mkhabela and partner Tom Mphatsoe (a former Radio Metro deejay) saw a niche in the market for new black hair care products.

"We realised that you do not have to be big in servicing the hair care and household detergents industry," says Mkhabela.

Essence Laboratories, which employs seven full-time staffers at its base in Industria, Johannesburg, manufactures a range of hair care products under the name of "Restore". The company also does contract manufacturing, including car care products for BMW South Africa. Their household detergents are sold under the label "Mom's Pride."

"Our products have specialised ingredients which gives us an above-average advantage on Afro-hair. Since most black hair is dry and easily breaks, our products have ingredients especially to improve this situation," says Mkhabela.

"Our products are also less irritating to the scalp and so far we have not heard any adverse reports." (287)

Mkhabela says he is is concerned about the apathy shown by financial institutions towards small black business.

"When black people go to these financial institutions we are treated like lepers. We are seen more as a nuisance than anything else. This really curtails our growth."

Their company has now struck up an association with the African Bank – something they should have done a long time ago, says Mkhabela, as the bank is "very positive" about assisting them.

Essence Laboratories is the second South African company to manufacturer black hair care products. The other, Black Like Me, is owned by Herman Mashaba.

Minister feels the heat in flesh row



Dullah Omar

(287) ARG 21/5/94

VENILLA YOGANATHAN
Weekend Argus Correspondent

MINISTER of Justice Dullah Omar is under pressure from opposing groups to review existing laws controlling prostitution, strip shows and gambling.

Religious groups have come out strongly against the legalisation of prostitution and, in memorandums sent to the new government, have called for a tighter rein on sex workers and gambling.

But an equally vociferous group — the National Women's Coalition, which represents more than 80 women's groups across the political and cultural spectrum — has proposed that prostitution be decriminalised.

In a women's rights charter drawn up at a recent convention and to be forwarded to the new government, the coalition calls for protection for sex workers.

Spokeswoman Janet Williams said the only way the health and safety of sex workers could be ensured was if prostitution was decriminalised.

However, Pastor Allan Rockhill, of a Durban-based ministry, was adamant that prostitution should not be legalised.

"Prostitution only results in loose living and the breakdown of family life. It needs to be curbed and definitely not legalised," he said.

Muslim community watchdog, the Islamic Propagation Centre (IPC), has sent a document to the new government voicing its objections to the legalisation of prostitution and gambling.

"Prostitution, stripping, etcetera, are totally abhorred and prohibited by Islam," said IPC secretary-general Yousuf Deedat.

He called on the government to promote strong values and to incorporate them into nation-building programmes.

NATION BUILDING A contribution to young pupils' future ● Going for broke

Sonto does it for love

■ EARNINGS PLUNGE Leaving a successful business to lecture at college:

By Musa Zondi

LEAVING a successful hairdressing business to become a lecturer at a technical college does not seem to be a clever step — especially if you consider the plunge in earnings that is involved.

But that, for very good reasons, is exactly what Sonto Khoba did. She was approached by the Industrial Council and a deputy principal of the new Molapo Technical College to help the hairdressing class.

"It was a difficult choice considering I had a business that was doing well," she says. "At the same time it was a challenge. There are a lot of hairdressing schools that give a bad name to the profession."

This happened at the beginning of March. While she admits that she has absolutely no teaching experience, her knowledge of the hairdressing industry is enough to carry her through. She is a member of the Hair and Cosmetology Industry Training Board and also chairwoman of the Afro Hair and Beauty Association of South Africa. These bodies decide on the education of hairdressers and set standards that the industry has to follow.

She decided to get involved with the college because "a lot of people think hairdressing is not a career that needs talent.

"I feel I have an opportunity to contribute to better trained pupils and to the industry as a whole. I also believe that, in a small way, I am contributing to the future of the young people I have been entrusted with."



Sonto Khoba ... expert in hairdressing.

There are 16 pupils — four boys and 12 girls. So what is it that Khoba is teaching these pupils that nobody else can?

She says before she took up the post, the pupils had a white teacher who was using products not suitable for the hair they would be dealing with later in their careers. There was no discipline and she had to start from scratch.

So far, she reckons, progress has been phenomenal. But her greatest pleasure is that this was a sacrifice worth making.

"At least in this way I can plough back the knowledge I have to the young generation," Khoba says.

Sonto Khoba qualifies for the *Sowetan*-Sanlam Entrepreneur of the Month Competition.

BUSINESS — *Making it work for you*

School for ethnic hairdressing

Southeaster (Cape Town South)

BY VUYELWA MOTLALI

THE NEED for hairdressers who know how to treat black people's hair has inspired an enterprising young woman to open up a training centre to deal with this market.

The school was started by Ms Yvonne Mahape in Cape Town to teach hairdressers about ethnic hairdressing.

Mahape said her school was not racist and would welcome white hairdressers.

The school can accommodate up to 20 students and already has 15 registered students.

"We also run part-time courses which last for six month," Mahape said

Mahape started the centre because she felt Cape Town was lacking in this kind of area and that many hairdressers are not qualified.

"You could say I was the chosen one for this place," she said modestly.

Mahape insists she teaches about "all aspects of beauty".

"I want to make it clear that what we do here is professional, not some backyard kind of training.

"You have to know and understand this type of hair, because if wrong products are used, permanent hair loss can be caused and it is not repairable."

"Ethnic hair is very fragile, it goes dry and brittle very quickly. The hair grows out tight and curly. To make it straight, it has to be relaxed with proper relaxers and conditioners."

Students would be able to give a total beauty look, said Mohape. Mahape first came to Cape Town from Johannesburg in 1991.

Her fascination with beauty started in 1981, when she enrolled for a course in hairdressing.

She went on to work for several hair salons around Johannesburg

In 1986 she went to study with Soft and Free in Atlanta, Georgia, in the United States. (287)

After returning to Johannesburg, she worked for TCB and Alex Hair Academy as a teacher.

She then moved to Cape Town where she worked for Black Like Me and was taught at the Cape and Tygerberg Technical Colleges



TEACHER: Yvonne Mahape, middle, teaching students

10/6 — 14/6/94

"Every year I used to go abroad for advanced training to learn the latest trends that I would implement here," Mahape said.

For more information contact Yvonne Mahape at 61-5197

Business skills programme launched

THE Unit for Entrepreneurship at the University of Stellenbosch has launched a Programme in Basic Skills for businesspeople in Bellville.

The course was attended by 17 delegates from community organisations such as Workshops Unlimited and Isibane Resource Centre. The programme was sponsored by Pharmaceutica.

According to Mr John October of the university, the programme aims to assist entrepreneurs to run their businesses more efficiently.

Those interested can contact Mr John October at (021) 918-4257.



PASSED OUT: Some of the recent graduates of the University of Stellenbosch's business course

Financial forum

THE Institute of Directors (IOD) will hold a forum on drawing up of financial statements by local companies.

The forum will take the form of a panel discussion on June 28 at Woodstock Holiday Inn

The panel will consist of: John Cragg, former Chief Executive of Syfrets, Guy Woolford, Senior Portfolio Manager Syfrets Managed Assets; David Carter, Manager Corporate Finance Nedcor; Issy Goldberg, Chairman of the Shareholders Association; Arthur Jacobsen, Financial Director of Seardel.

The cost of the forum is R35 for IOD members and R45 for non-members. For information contact Mally MacCarthy or Deirdre McMillan at (021) 788-4815.

● At the IOD AGM last week the British Consul for Cape Town, Mr Leslie Buchanan, called for a trade co-operation between South Africa and Britain. The United Kingdom was the biggest investor in South Africa, accounting for over 50 percent of foreign investment in this country. He said South Africa was an attractive venue for foreign companies as it was the centre for trade in the Southern African region.

Some hotel workers to lose jobs

ARG 20/7/94

(285) (287)

Staff Reporter

STAFF at Cape Town's Mount Nelson Hotel will be retrenched because of "increased losses", the hotel has announced.

It is not yet known how many employees will go, but a hotel statement yesterday said the "retrenchment of a certain number of our employees will unfortunately be inevitable".

The hotel had informed the South African Commercial Catering and Allied Workers' Union of its plans and there were hopes of an "urgent" meeting.

Picket at 'Nellie' as workers object to retrenchments

ALG 21/7/94 285

☐ Forced into a corner, says management

JENNY VIALL, Staff Reporter

ABOUT 150 workers have picketed the Mount Nelson Hotel, protesting against restructuring and retrenchments.

Shop stewards for the South African Commercial, Catering and Allied Workers' Union said they were unhappy about talk of retrenchments without consultation, and staged a sit-in at the hotel yesterday.

They were concerned that management had not told them the truth about retrenchments, weakening their bargaining power.

"They're not being open with us. We were promised by the London owners that there would be no retrenchments and now Nick Seewer (general manager) is saying workers will be retrenched. We are not happy with the information available to us," said a Saccawu representative.

Picketing workers carried posters objecting to Mr Seewer's management style, retrenchments and the possibility of contracts replacing permanent work.

The hotel management announced this week that "certain measures" would be taken to lessen the burden of the hotel's poor financial performance.

Mr Seewer said restructuring and retrenchments were purely a business decision and "very regrettable".

"We've been forced into a corner. We understand our workers' concerns, but we can't allow the business to fold. We have to consider the hotel as a business: there has been a considerable drop in tourism and business travel to South Africa. We cannot foresee a great improvement.

"We have been criticised for being overstaffed, but before we took over in 1989 we were staffed on a summer season level. No hotel business can afford to do that."

Negotiations with Saccawu would go ahead as soon as possible, hopefully by tomorrow, said Mr Seewer.

Workers set to act

(291) Star 25/5/95

■ BY MANDLA MTHEMBU

The National Service and Allied Workers' Union, which represents cleaners, has threatened to strike if a pay rise does not go through soon.

The union demands the order to increase pay by R4,04c an hour be gazetted on June 2, and be effective from June 12.

This follows a delay by the Department of Manpower in gazetting the order which was to have been effective from May 1, in line with an agreement between unions and employers aimed at resolving wage disputes.

The agreement was reached on March 1.

"Surprisingly, workers did not receive this increase in their May salaries," Nasawu general secretary Mmapopi Molefe said.

He blamed employers for "delaying tactics".

The department said the order could not be processed as the Director General had not received it until May 23.

The Department of Labour has confirmed that the order will be published in the Government Gazette on June 2, and will be in operation as from June 12.

287

Agency promises to provide tough bodyguards to order

ARG 29/9/94

The Argus Correspondent

PRETORIA. — Screeching tyres, four-wheel drifts around corners and solidly-built men wearing dark glasses and earpieces are the stuff of Hollywood movies.

But they are also likely to be part of the Pretoria scene soon after the launch last night of the First International Bodyguard Agency at a hotel here.

It is the first organisation of its kind in South Africa with specialised personnel. Apart from providing the type of services associated with a bodyguard agency, it also offers training to would-be bodyguards.

Managing-director Louise Wright says the organisation offers intensive practical and theoretical training for aspirant bodyguards.

Instructors include Soon Pretorius, a karate expert and one of the most successful instructors in South African and Mirko Pavicevic, European karate champion and a successful bodyguard for six years.

Driving instructor Alan Lunn specialises in high-speed driving and VIP protection training.

Chris Hounis lectures in Human Movement Studies and will present a practical and theoretical programme on leadership development and crisis-solving.

Fiba also has specialists in weapons and explosives, electronic surveillance equipment, a medical doctor to teach emergency care and an advocate who will cover all legal aspects of the business.

The fragile frontline

Star 11/10/94

Police and security men are poised to strike

■ See Page 3 and Editorial on Page 10.

NEWTON KANHEMA and REUTER

SOUTH Africa's fragile law and order situation could be put under greater strain, with strike action looming in both the security industry and among policemen in the volatile Vaal Triangle.

After failed attempts to secure the intervention of Labour Minister Tito Mboweni, up to 80 000 security officers are poised to strike over wages and bargaining procedures.

And in the Vaal Triangle the Police and Prisons Civil Rights Union (POPCRU) yesterday threatened to call a strike in the Vaal Triangle from October 12 in support of demands for promotions and officer training.

In a more positive development, the South African Police Union and police management yesterday reached agreement on overtime payments.

Although the Transport and General Workers' Union (TGWU) and the South African National Security Employers' Association (SANSEA) are working hard to avert the strike, workers are meeting throughout the country tomorrow to consider their position on the strike.

In a letter to Mboweni, the two organisations said the TGWU and SANSEA were currently meeting to avert the strike and had agreed they must, as a matter of urgency, meet him so that these matters could be addressed, preferably before Monday.

But Mboweni was not available to help stop the strike. A message sent from the Minister's office said he would not be available for a week, but it assured the two parties that the matter was regarded as urgent.

"We could agree with the employers to stop the strike but that might not be in agreement with the workers," said Joseph Matshapa, TGWU's national chairman for the security industry. "Some might say that, with

TO PAGE 2

♦ Security

Star 11/10/94

or without Mboweni, they are going on strike. You must remember that we have a constituency."

The security workers are demanding an adjustment to the present wage structures and the immediate formation of industrial councils. The TGWU is demanding a minimum wage of R1 000 a month (at present R660).

Security officers are graded from A to E and the union is demanding R2 000 a month for those in Grade A, R1 750 for Grade B, R1 500 for Grade C, R1 250 for Grade D and R1 000 for Grade E.

"The workers want us to form an industrial council before we negotiate for the wage structures," Matshapa said.

"The employers are prepared to do this, but they need to consult their members and can only do it in the second week of October. We understand that but we cannot go back to the workers empty-handed. An explanation is too little to stop a strike."

He said the SANSEA was being very co-operative and understanding, and they were working together to avert the strike.

The resolution of the dispute between the SA Police Union and police management means overtime payments will begin immediately, says the union.

Talks have also deadlocked in the dispute between POPCRU and the South African Police Service.

A meeting between the union and the SAPS district commissioner's office in Vereeniging ended in deadlock yesterday morning, POPCRU western Transvaal secretary Caesar Mbali said.

"We think there is discrimination against our members who qualify (for officers' courses) on the basis of academic qualifications," Mbali said.

POPCRU members would strike within two weeks to demand that police officers with four to seven years' experience be promoted to lance-sergeants, those with eight years' service to sergeants or warrant-officers, and officers with 20 years' service be given a rank no lower than warrant-officer.

Police spokesman Colonel Piet van Deventer confirmed that district commissioner Brigadier Eddie Everson had told the unionists he did not have the power to meet their demands.

The fragile frontline

Star 11/10/94

Police and security men are poised to strike

■ See Page 3 and Editorial on Page 10.

NEWTON KANHEMA and REUTER

SOUTH Africa's fragile law and order situation could be put under greater strain, with strike action looming in both the security industry and among policemen in the volatile Vaal Triangle.

After failed attempts to secure the intervention of Labour Minister Tito Mboweni, up to 80 000 security officers are poised to strike over wages and bargaining procedures.

And in the Vaal Triangle the Police and Prisons Civil Rights Union (POPCRU) yesterday threatened to call a strike in the Vaal Triangle from October 12 in support of demands for promotions and officer training.

In a more positive development, the South African Police Union and police management yesterday reached agreement on overtime payments.

Although the Transport and General Workers' Union (TGWU) and the South African National Security Employers' Association (SANSEA) are working hard to avert the strike, workers are meeting throughout the country tomorrow to consider their position on the strike.

In a letter to Mboweni, the two organisations said the TGWU and SANSEA were currently meeting to avert the strike and had agreed they must, as a matter of urgency, meet him so that these matters could be addressed, preferably before Monday.

But Mboweni was not available to help stop the strike. A message sent from the Minister's office said he would not be available for a week, but it assured the two parties that the matter was regarded as urgent.

"We could agree with the employers to stop the strike but that might not be in agreement with the workers," said Joseph Matshapa, TGWU's national chairman for the security industry. "Some might say that, with

TO PAGE 2

♦ Security

Star 11/10/94

or without Mboweni, they are going on strike. You must remember that we have a constituency."

The security workers are demanding an adjustment to the present wage structures and the immediate formation of industrial councils. The TGWU is demanding a minimum wage of R1 000 a month (at present R660).

Security officers are graded from A to E and the union is demanding R2 000 a month for those in Grade A, R1 750 for Grade B, R1 500 for Grade C, R1 250 for Grade D and R1 000 for Grade E.

"The workers want us to form an industrial council before we negotiate for the wage structures," Matshapa said.

"The employers are prepared to do this, but they need to consult their members and can only do it in the second week of October. We understand that but we cannot go back to the workers empty-handed. An explanation is too little to stop a strike."

He said the SANSEA was being very co-operative and understanding, and they were working together to avert the strike.

The resolution of the dispute between the SA Police Union and police management means overtime payments will begin immediately, says the union.

Talks have also deadlocked in the dispute between POPCRU and the South African Police Service.

A meeting between the union and the SAPS district commissioner's office in Vereeniging ended in deadlock yesterday morning, POPCRU western Transvaal secretary Caesar Mbali said.

"We think there is discrimination against our members who qualify (for officers' courses) on the basis of academic qualifications," Mbali said.

POPCRU members would strike within two weeks to demand that police officers with four to seven years' experience be promoted to lance-sergeants, those with eight years' service to sergeants or warrant-officers, and officers with 20 years' service be given a rank no lower than warrant-officer.

Police spokesman Colonel Piet van Deventer confirmed that district commissioner Brigadier Eddie Everson had told the unionists he did not have the power to meet their demands.

UNISA P 330

■ LABOUR CORRESPONDENT JOVIAL RANTAO'S

MONDAY STRIKEWATCH

THE PARTIES	DISPUTE	STATUS
SA Chemical Workers Union vs AECI Modderfontein plant	2 000 workers demand upgrading of health and safety standards and danger pay	3rd week of illegal strike. Talks suspended because of inquiry
Metal and Electrical Workers Union of SA vs Echlin Charger (Steeldale)	200 demand R1 per hour increase. Offer 60 cents per hour increase	Talks continue
SACWU vs Dulux Paints, Alrode	200 demand R1 per hour increase	7th week of illegal strike. Decision on mediation expected
Workers vs Dept of Home Affairs	48 demand 15%, salary increase, R1 500 minimum wage	Talks in the public service negotiation chamber postponed
SACCAWU vs Standard Bank Bophuthatswana and FNB	1 000 demand union recognition	Illegal strike. Talks continue
OTHER MAJOR DISPUTES		
Employee organisations in Public Service with the exception of NEHAWU	500 000 demand R1 500 minimum wage and a 15% wage increase	Offer R1 000 minimum wage. Talks posponed. Strike threatened
Transport and General Workers Union vs cleaning and security industries	80 000 demand R1 500 minimum wage and industrial council	Strike threatened in both industries
SAMWU vs Midrand Town Council	Union demands reinstatement of 400 dismissed workers	Marches and talks continue
NUM vs Pretoria Portland Cement	NUM demands 12%	Offer 9%. No talks. Mediation considered
SACCAWU vs Makro	Opposes salary cut for workers on courses and some retrenchments	Talks continue
NUM vs Richards Bay Minerals	4 000 workers. NUM demands 10% increase. Final offer of 8%	Union members have voted to go on strike

Cleaners, guards threaten action

Star 31/10/94

■ BY JOVIAL RANTAO
LABOUR CORRESPONDENT

A national strike which could involve up to 80 000 workers in the security and cleaning sectors is looming.

Security guards, represented by the Transport and General Workers' Union, are demanding the establishment of an industrial council and a minimum wage.

Union officials said the strike would be an attempt to force the South African National Security Employers' Association (Sansea) to fulfil its promise to restructure wage scales. (287)

A meeting of the parties on Friday ended with both parties appealing to Labour Minister Tito Mboweni to step in.

He was not available, but his office told The Star their request was being taken seriously.

The strike was to have started today.

The union is demanding a minimum wage of R1 500.

Unionists said a security guard in the lowest grade earned a minimum of R660 a month, while a guard in the highest bracket earned R2 000.

In the cleaning sector, unionists are also threatening to resume their pay strike today, which was suspended after a two-week work stoppage in mid-September.

Dosent se Kommentaar
Tutorial Comments

Tik — Type

Striking security workers march in Jo'burg

THOUSANDS of striking security workers took to the streets of Johannesburg yesterday demanding, among other things, their dispute be handled by the Industrial Council and they be awarded a 12,5% pay rise.

Transport and General Workers' Union national organiser Jerry Ngcobo said the workers, who started striking on Monday, were angered by a recent SA National Security Employers' Association decision not to go to the Industrial Council.

He said union representatives were to meet the association to discuss workers' demands and workers would probably be able to return to their jobs if there was a commitment by employers.

Ngcobo said the marching workers were angry and wanted to show employers this.

There was confusion when a number of workers marched to Joubert Park and others marched to another park in the city centre.

Those gathered at Joubert Park were ushered back to the city centre to await a report-back from their representatives.

The workers said other demands made to employers earlier in the year were maternity and paternity leave, a national provident fund, a 13th cheque, an eight-hour working day and a bursary scheme.

There was a strong police presence during the march, but no incidents were reported. — Sapa.

Joburg chaos as buses block routes

287

CT 7/10/94

JOHANNESBURG. — There was chaos in the city centre here yesterday when striking municipal bus drivers brought traffic to a standstill and striking security guards clashed with police, leaving several people injured.

A Witwatersrand police spokesman said police fired rubber bullets and stun grenades at security guards who took eight people hostage on the corner of Nugget and Wolmarans streets.

Six guards were injured when they clashed with police. Several were arrested and the hostages freed.

Earlier, about 350 buses were abandoned on the main routes, forcing thousands of motorists to edge their way out of the clogged city and leaving thousands of commuters stranded in the CBD. — Sapa

ODD PLEA IN CUSTOMS FRAUD CASE

See PAGE 3

SHIPPING FIRM GETS GUN CARGO

See PAGE 5.

JITTERS ON FRESH FINRAND RUMOUR

See PAGE 9

...fore ... Chal- ... lenge (the longest race ...

Security workers to return

ARG 8/10/94 (287)

JOHANNESBURG. — Surrounded in a small central Johannesburg park by razor wire and police, 2 500 striking security workers yesterday decided to return to work on Monday.

The Transport and General Workers' Union members ran a gauntlet of police and jammed Attwell Park near the city's main railway station at the end of a six-day strike.

Subjected to searches as they entered and left the area, strikers who a day earlier had trashed the area remained peaceful. Police armed with automatic rifles, shotguns, teargas and rubber bullets kept watch.

The protesters became agitated when police insisted on searching them as they left the area, but they reluctantly agreed after intervention by union leaders.

Police spokesman W/O Andy Pieke said police confiscated 18 firearms but these would be handed back to their owners. Several people were bitten by police dogs.



Legal sex for sale opposed

JOHANNESBURG. — A poll of 3 300 people in metropolitan areas found most South Africans opposed to legalised prostitution. (287)

The survey found between 60 and 80% of respondents felt prostitution should not be legalised, the researchers said yesterday.

Those most in favour of legalised prostitution were white men (31%). — Sapa

CT 2/12/94

Funds crisis may floor 'domestics' friend'

A CITY organisation which trains unskilled job seekers to do domestic work, first aid, frailcare and childcare skills as well as how to start small businesses, faces closure unless it gets desperately needed public funds.

Chairperson of the Domestic Workers' Association, Mrs Maggie Oewies-Shongwe, said yesterday: "We can no longer carry the load alone — we urgently need help from the public."

(287)

CT 2/2/95

APSO at the forefront of New SA recruitment

THE Association of Personnel Services Organisations (APSO) is the national umbrella body for the personnel services industry in South Africa. APSO's activities are dedicated to the ongoing promotion and enhancement of professional practice and standards within the personnel recruitment industry.

"The past year has already witnessed the introduction of some significant political and socio-economic changes to our society, with the development of the new constitution incorporating fundamental human rights still to come. This will have significant implications for all of those involved in the process of developing the relationship between the employer and the employee," says Roy Silver, chairperson of the Western Cape branch.

"Some changing and challenging times lie ahead for the recruitment industry and consultants will have to ensure that their knowledge of applicable legislation and practices are right up to date in order to be able to consult effectively."

Mr Silver says APSO is of the firm belief that anyone involved in forging the relationship between employer and employee must be fully familiar with ethical professional practice as well as the correct application of the law. To this end, APSO members subscribe to a clearly defined Code of Ethics and all consultants are obliged to pass an internationally recognised accreditation examination administered by the Institute of Personnel Services Consultants.

"As a client you thus have the peace of mind knowing that an APSO consultant has been fully tested in employment legislation, ethical standards of conduct and professional recruitment practice and operates according to guidelines of a well laid down code."

The recent amendments to existing legislation and the development of a new constitution based on equal rights has some definite implications for the manner in which recruitment services have traditionally operated.

This past year has seen an increase in APSO activities with representation at the International Labour Organisation (ILO) conference; liaison with the National Manpower Committee Employer's Caucus, the Black Management Forum and the Institute of Personnel Management among others. Significant discussions on a variety of topics have taken place with representatives drawn from the Departments of Labour and Manpower, with the Government of National Unity, the ANC and Cosatu.

"For example, discussions have focussed on the current and future status of the temporary employment market in South Africa. While the temp-employment market is one of the fastest growing industries world wide, South Africa has a clear need to generate employment — preferably of a long-term, permanent basis," says Roy Silver.

"Formal measures introduced to address our high rate of unemployment and the urgent need for job creation will undoubtedly impact on business in general and more specifically on our industry. Where the interests of employers and employees — whether in terms of formal legislation or informal relationships — are being discussed or affected, APSO is represented.

"APSO has always been an active body in the Cape, enjoying the strong support of its members at its events — monthly meetings, topical speakers, socials and training sessions. In the recent National Consultant of the Year competition, the Cape was well represented and it was really great to see two of our local consultants do so well in both the permanent and temporary staff sections. It has also been extremely encouraging to witness the growth in local membership of late," says Mr Silver.

"As our country and industry shapes up to the challenges of the future, all players will have to adjust and conform to the new conditions that are emerging. The Bill of Fundamental Human Rights as well as amendments to the Labour Relations Act were just two examples of some of these changes. There is already a broad focus on the affirmative action process, but true non-discriminatory practices must be extended to gender, religion and the disabled. "APSO Western Cape is fully committed to meeting these challenges. We intend playing a proactive part in keeping our membership fully informed of any influences on the recruitment industry, thereby enabling them to operate effectively, efficiently and with confidence in serving their clients."

In line with this thinking, the size of local APSO committee has recently been extended to make greater resources available to members. The committee will continue to pursue important and ongoing activities such as the training and examination of consultants as well as the investigation of complaints by the ethics committee who will mediate and arbitrate on matters in the event of disputes.



CHALLENGING TIMES AHEAD: The APSO Committee: Allan Pike, Gita Lison (secretary) Ian McKechnie, Val Williamson, George Thomson, Heather Cookson, Roy Silver (chairperson), Angela Walker and Fran Brannekamper.

Says Roy Silver: "An important new portfolio is that of Employment Equity. Much has already been said about the impact of affirmative action — particularly at the recruitment stage. However, APSO also views ongoing training and development as being an important element of the affirmative action process. People need to be equipped for the responsibilities they will be facing later on in the classroom situation or with on-the-job training." With the support of some large corporations and dedicated experts in the business skills training field, APSO has embarked on a programme whereby selected qualified people with limited working exposure can undergo a structured in-company "cadetship" to acquire the exposure needed to advance their careers. This concept of promoting an individual's "employability" is to be extended in due course to include specific training for specific identified needs.

A further important issue pertaining to employment equity in the recruitment industry is the development of consultants who fully represent the profile of the society they serve, says Mr Silver. Some recruitment consulting companies are actively promoting employment opportunities to people from previously disadvantaged sectors who may not have considered a career in recruitment consulting in the past.

"Apart from being a self-motivated, results oriented, outward going, good communicator, you must be prepared to undergo an intensive in-company training programme before you start building up your client base. APSO will continue developing and presenting training programmes to ensure that its member consultants are equipped to fully meet their clients needs — now and in the future," says Roy Silver.

"There is no doubt that APSO is taking an active stance on matters and is gearing its activities to make sure that better relationships are built between its members and consultants, the clients and the employment applicant.

Inquiries may be sent to PO Box 51068, Waterfront 8002.

Graveside anguish as diggers go on strike

ARG 20/4/95

(287)

ROGER FRIEDMAN, Staff Reporter

CORPSES are piling up in Western Cape funeral parlours as a gravediggers' strike enters its fourth day.

There has been anguish at gravesides as mourners attending funerals were intimidated by striking workers and it has become impossible to perform burials, undertakers said today.

Two companies reported that burials had been stopped as the result of intimidation, or fear of violence.

One firm also said freshly dug graves had been filled in by strikers again while another company said its storage facility for 25 corpses was full.

Cemeteries affected include Maitland, Klip Cemetery in Grassy Park, Ottery, Modderdam and Macassar.

The Maitland Crematorium is also out of action because of the strike. One firm of undertakers is transporting corpses to Worcester for cremation.

The gravediggers are members of the South African Municipal Workers Union (Samwu), which is involved in wage negotiations with the Cape Local Authorities Employers' Organisation in the industrial chamber.

The union is demanding a minimum wage of around R1 400, while the employers are offering R1 010.

The wildcat strike — begun before negotiations were officially declared deadlocked — extends beyond the gravediggers to Samwu members employed by most northern suburb municipalities.

Cleaning services, parks and refuse removal are also affected

A Samwu spokesman said last night the union would review its position after negotiations today.

Gravediggers and other municipal workers were expected to turn out in force for a march from Bellville to Maitland today.

Goodall and Company chief executive Sandra De Vartek said the company had been unable to bury any corpses since last week, although some had been cremated privately.

"We are holding services at the graveyard and then bringing the bodies back. We are pretty full now. It is becoming a problem."

A spokesman for Metro Funerals in Athlone said mourners in graveyards had been intimidated by strikers.

"They are filling in some graves and threatening to dig others up. We have to take the bodies back to our parlour. We still have some space ... we can keep up to 150 bodies."

Goodall and Williams general manager Theo Espost said his company would not attempt to hold burials "until further notice".

Striking grave-diggers disrupt funeral

(287) CT 20/7/95

STAFF REPORTERS

STRIKING grave-diggers disrupted a burial at Modderdam Cemetery near Belhar yesterday but later agreed to let it continue.

The grave-diggers are among 7 000 to 8 000 municipal workers from Parow, Goodwood, Kuils River and Brackenfell who are on strike, said Mr Trevor Serfontein, Western Cape regional treasurer of the SA Municipal Workers' Union.

The police were called in to stand by during the Modderdam Cemetery negotiations, according to Mr Abie Croutz, chairman of the Funeral Undertakers' Forum.

There were also confrontations at the Pinelands One and Two cemeteries but the strikers let the funerals go ahead.

Mr Croutz said other grave-diggers were less sensitive towards the family of Mr Henry George Evans at Modderdam.

"The family were crying. They had brought in their own gravedigger. The usual gravediggers would not let the family, coffin or hearse near the grave.

"Eventually they agreed the family could bury the man but made the hearse stay outside."

Maitland Cemetery shop steward Mr Nigel Minnies said the workers were demanding a monthly wage of R1 500, compared with the R488 fortnightly wage they now get.

GRAVEDIGGERS STILL ON STRIKE

Burials held under guard at Hout Bay

CT 27/7/95

(287)

AS A strike by Cape Metropolitan Council workers entered its eighth day yesterday, funerals were held under guard, more clinics were closed and intimidation continued.

THREE funerals were held under police guard in Hout Bay yesterday as gravediggers continued to take part in the eight-day old SA Municipal Workers' Union (Samwu) strike which has paralysed most Cape Metropolitan Council (CMC) services in the Peninsula.

Although the number of reported incidents of violence had dropped yesterday, incidents of intimidation continued, including the illegal occupation of buildings and the unauthorised use of council vehicles.

Three more Cape Flats clinics were forced to close yesterday, bringing the total to five, a CMC spokesman said. The clinics were in Khayelitsha (two), Nyanga, Vasco and Brown's Farm.

As concern mounted over the growing number of unburied corpses in funeral parlours, representatives of the Funeral Undertakers' Forum and the Association of Funeral Directors held urgent talks with the chairman of the CMC's executive committee, Mr David Dlali, late yesterday.

'Unpleasant'

The Jewish Funeral Services also warned that although there were funeral services booked for today, these might have to be cancelled because of the security risk.

CMC chief executive officer Mr D van den Berg said there had been a number of "unpleasant and violent" incidents yesterday which included the "intimidation and forced removal" of people from their workplace using teargas.

Mr Van den Berg said incidents of stoning and damage to council property were also reported. He could not say how much damage was caused.

A police spokesman said a group of striking workers tipped over a number of rubbish bins in Voortrekker Road yesterday.

Soon afterwards a member of the SA Police Services video unit was forced to flee when strikers tried to take his camera.

Meanwhile, talks continued yesterday between Samwu and the CMC but it is unknown whether the deadlock in wage negotiations had been resolved.

The union is demanding a minimum wage of R1 500 a month for metropole workers and R1 000 for workers in rural areas.

The CMC is offering metropole workers a minimum wage of R1 204. — Reuter, Staff Reporter

Grave-diggers relent

(287) ~~(350)~~ ~~(352)~~ ST(CM)30/7/95

By YVETTE VAN BREDA

DOZENS of burials took place at cemeteries throughout the Peninsula yesterday after grave-diggers suspended their strike to reduce the backlog of an estimated 200 bodies that have accumulated since they went on strike two weeks ago.

Grave-diggers said yesterday that they had agreed to suspend their strike for "humanitarian reasons" to prevent further trauma to grieving families.

They returned to work at all Cape Metropolitan Council (CMC) run cemeteries, stretching from Hout Bay to Stellenbosch and Atlantis, and said they were also prepared to work today.

But, they warned, they would go back on strike tomorrow as they were still in dispute with the CMC.

The workers, all members of the South African Municipal Workers Union (SAMWU), have been on strike for nearly two weeks in support of demands for a R1 500 minimum monthly wage. Some claimed they received as little as R40 a week.

Since the strike began, bodies have lain unburied in funeral parlours and mortuaries, and families who have attempted to dig graves themselves have been intimidated by striking workers. The strike has also resulted in the disruption of services at libraries, clinics and housing offices under the control of the CMC.



BACK AT WORK ... A grave-digger at Modderdam cemetery, who was one of more than a hundred workers who suspended their strike for "humanitarian reasons" this weekend **Picture: JUSTIN SHOLK**

It has led to severe disruption of traffic in Cape Town as a result of hundreds of strikers protesting in the city centre, and rubbish has remained uncollected in the Greater Cape Town area.

Although the strike has not affected Cape Town itself, there have been suggestions that the city's municipal workers could come out in sympathy with the CMC workers.

A vital meeting between the CMC executive and representatives for municipal departments which fall under the council, is scheduled for tomorrow in an effort to resolve the crisis.

Undertakers have pledged their support for the workers and say they intend converging on the CMC's Wale Street offices in their hearses.

Mr Abraham Croutz, chairman of the Undertakers Forum, yesterday estimated the backlog of bodies awaiting burial and cremation at more than 200.

The Maitland crematorium has been closed as a result of the strike and the Kaapland crematorium in Malmesbury has been "very busy and is booked up till Thursday", he said.

Undertakers said families had been forced to hold funeral services during the week, but the bodies were then returned to rapidly filling cooling chambers and morgues for later burial

Undertaker Ivan Thyssen, said he had 32 bodies awaiting burial, but only had space for 12. He had been forced to make alternative arrangements for the other corpses

However, many families had "reluctantly" opted for cremation, while others had used private cemeteries Those with family plots in state cemeteries were forced to delay burials until the strike ended, he said.

Modderdam cemetery in Bellville saw a record number of burials yesterday and some families said they had been waiting more than two weeks to bury their dead.

A CMC spokeswoman said the strike action had resulted in "a lot of violence" and all operational activities at waterworks, forestry and transport and refuse removal depots had been disrupted.

The union has lowered its initial demand of R1 500 a month to R1 350. The CMC is offering a minimum wage of R1 204 a month.

Meanwhile, SAMWU said on Friday it now wanted outside mediators to help resolve the dispute.

SAMWU regional chairman Xolili Nxu said the union and the CMC were "still far apart and we want to bring in the Independent Mediation Service of South Africa (IMSSA) to mediate".

In some instances, private sector contract cleaners had been employed to collect refuse and provide other services

Panelbeaters' new body on a collision course with corruption

ST 20/8/95

287

By ZILLA EFRAT

DISGRUNTLED panelbeaters and car assessors have formed new bodies to fight corruption in their businesses. Much of this involves kickbacks which ultimately add to the spiralling cost of insurance premiums.

Henry Tiedemann, chairman of the newly formed Institute of Motor Assessors of South Africa, says: "Corruption is running rife in the insurance and motor repair business. I would go so far as to say that certain elements of this industry are among the most corrupt in South Africa."

Keith Nilsson, chairman of the SA Insurance Association, adds: "There is so much smoke that there has to be fire and we would be delighted if the situation could be cleaned up."

Panelbeaters are targeting insurance companies, assessors and towing services but they also hope to clean up their own act by eliminating practices that make them behave like "criminals".

The assessors plan to bring more credibility to their business and root out "pirates" involved in illegal activities which give reputable players a bad name.

Willem-Jan Prinsloo, chairman of the recently established National Association of Panelbeaters (NAP), says: "If panelbeaters refuse to pay 'backhanders' to assessors, towing services and insurance company clerks, they do not get any work.

"The amount of business they get has nothing to do with the quality of their work but with the amount they are paying out."

Mr Prinsloo, who has researched conditions at over 500 panelbeaters around the country, claims that some assessors demand a cut of around 5% from panelbeaters for approving their quotes.

In addition, a number of assessors are quick to write off cars that could have been repaired. Some of these vehicles land up in the possession of the assessors' friends or scrapyards willing to pay a fee.

Mr Tiedemann agrees with these allegations and says part of the problem is that there are no barriers to entering the assessing business. There are also no guidelines or standard of qualification.



WILLEM-JAN PRINSLOO

Some clerks at insurance companies are also known to get kickbacks, an activity for which a large insurance company recently fired five staff members.

These clerks have the ability to refer cars for repairs and recommend panelbeaters, and are in a position to send customers to those firms that pay them a cut, says Mr Tiedemann.

Mr Prinsloo says towing services are also usually paid a "commission" — normally between R500 and R700 — for each car they bring in.

To cover this cost, some panelbeaters inflate their quotations, use second-hand parts or do a shoddy job, says Mr Tiedemann.

He adds that some insurance companies put pressure on assessors, preventing them from doing a fair and ethical job. For example, they will request that the assessor looks for ways to get out of paying a claim or will insist that second hand parts are used in a job that may involve a brand new car.

Mr Prinsloo also claims that some companies prescribe what equipment panelbeaters may use. It is believed that a number get kickbacks from the equipment manufacturers.

He adds that many insurance companies select a panel of workshops to do their repair jobs exclusively. Some panelbeaters are willing to pay back between 5% and 10% of the value of any job they do to be part of the group.

In addition, panelbeaters have to offer between 2,5% and 10% to insurance companies in order to receive payment within seven days to 30 days of a vehicle being repaired and released. If they do not, it could take up to 60 days before they get paid.

To fight back, the NAP is currently compiling a list of assessors and insurance company personnel known to be taking kickbacks.

It will give this to insurance companies, some of which have already expressed interest in the move.

Another tactic being considered is to report assessors known to be involved in irregular dealings to the Receiver of Revenue, who could compare their standards of living to declared salary packages.

To get its own house in order, NAP will compile and publish a blacklist of panelbeaters involved in shady schemes.

In addition, NAP plans to help panelbeaters form their own association of towing services.

Matthews, black security firms clash over race

☐ *Stick to principles, says deputy minister*

(287) ARG 25/8/95

ROGER FRIEDMAN
Staff Reporter

DEPUTY Minister of Safety and Security Joe Matthews has advised disgruntled black-owned security companies in the Western Cape to confine their grievances to "principles" and not to "target colour".

But the Western Cape Security Association — representing the black-owned companies — has hit back at the deputy minister, accusing him of "bias" and being "more for white people than us".

The association recently met Mr Matthews and representatives of the Security Officers' Board after levelling complaints of racial discrimination against the board.

The association also felt its members were being discriminated against by financial institutions, which led to the unequal provision of capital, and by the tender board, which awarded contracts "unfairly".

In addition, they had problems with the Wage Determination Act, which stipulates minimum wages, claiming the minimum wages were unaffordable

But their major complaint was that the board — a statutory body — was not representative of the new South Africa, was white-dominated and favoured former policemen and soldiers over former members of liberation movement armies.

A spokesman for the board said Mr Matthews "devoted two-and-a-half hours of his valuable time to listen to the aggrieved seven who call themselves the Western Cape Security Association"

After the meeting a spokesman said: "The well-briefed minister demonstrated his knowledge of the Security Officers Act when he advised the association that the act could be used to its advantage, providing time and trouble was taken to understand its content.

"The minister further advised the aggrieved group to stick to principles and to target such principles and not to target colour. We must not preach to others on discrimination. It must be appreciated that we are busy with transformation."

Mr Matthews suggested that the asscociation was perhaps targeting the board in error, as the laws governing the industry (and, by implication, the board) were formulated by the government.

The need for amendments to the act had been identified at a security industry forum held last October. The safety and security ministry would be publishing amendments soon for comment and would welcome input from the association, the board said.

But a spokesman for the association lashed out at Mr Matthews, accusing him of being biased.

"We would like to see a change in the Security Officers' Board in the Western Cape.

"We don't want to see the guys who were there during the days of apartheid still functioning within the board."

Although the laws were "changing on paper", there had been no real changes on the ground, the spokesman said.

A lawyer representing the association said the association would make representations to the parliamentary standing committee on safety and security and "certain MPs".

The association had also asked Mr Matthews to reveal whose names were on the list of potential new board members.

● The Transport and General Workers' Union, which organises in the security industry, said no security company should be exempt from the Wage Determination Act.

"This is the first time we have heard about this Western Cape Security Association. We feel that it ought to have consulted us since they know that we are the union that organises security nationally," said Gibson Mafaneku of the union's security sector.

He said that although the union did not condone "any form of racial discrimination", the rules and laws governing the industry should be adhered to by all companies, regardless of the race of their owners.

LIBRARY

Security cops face the sack

(287) (182) Sowetan 14/9/95

By Khangale Makhado

ABOUT 54 security personnel at Hillbrow Hospital in Johannesburg face possible expulsion after failing to heed an ultimatum to return to work by yesterday afternoon.

The workers, all members of the Transport and General Workers' Union, embarked on a sit-in yesterday morning following a breakdown in talks between them and their employer, Pro-Active Security Force.

An ultimatum earlier yesterday threatened that unless the workers went back to their posts by 4.30pm yesterday they would be suspended.

They were told the suspensions could lead to their dismissals. Senior shopsteward Mr Nicodemus Makofane said yesterday that the company had refused over a period to listen to their grievances.



The oldest profession must also pay tax

(287) CT(BR) 21/7/95

TAXING QUESTIONS



BY MATSHERU MATSHERU

Sex-for-sale has become a multimillion-rand industry in SA

The number of sex workers, or prostitutes as they are called in South Africa, is mushrooming. In practising the oldest profession, followed by tax collection, prostitutes have been perceived as social outcasts. They have suffered ostracism and insults throughout the ages, but have not been discouraged.

South Africa is divided on whether prostitution should be legalised or not. In the words of a spokesman for the African Women's Organisation: "If we abolish prostitution, we should consider how these women are going to make a living."

However, others, for either cultural or religious reasons, feel strongly that sex is not a service or a product and therefore it cannot be sold for money

However, times have changed and so have our social and moral values. The self-appointed high priests of morality should accept that other people are sometimes forced by circumstance to earn their living in whatever ways they can Morality feeds nobody

Sex-for-sale has become a multimillion-rand industry in South Africa It is believed that in Johannesburg's central business district alone there are more than 50 escort agencies and massage parlours. It is also estimated that there are more than 4 000 women working as prostitutes

Clients include top businessmen, attorneys and politicians who pay from R500 to R600 for sex at an upmarket parlour. Owners of escort agencies can easily turn over more than R900 000 a month Sex workers can earn up to R10 000 a week

A bill on prostitution has been drafted by the Centre for Applied Legal Studies, according to Andrew Murphy and Tracey Cohen.

The Sexual Offence Act, which prohibited intercourse for reward, was an archaic and moralistic approach that was inconsistent with social realities. It also falls foul of the constitution, which guarantees every person the right to equality before the law and to equal protection of the law

But, from a tax point of view, sex workers have always been treated just like any other tax customer The tax law provides that any income must be declared to the tax gatherers, irrespective of whether such income was earned legally or illegally.

There is a secrecy provision which provides that the identity of the taxpayer who earn his living illegally should not be revealed. So it seems that the interests of Inland Revenue conflict with those of the police

As sex workers enjoy the same health and social services, recreational and educational facilities, schooling, defence and security, food subsidies and infrastructure as other workers, it is logical that they too should contribute to the costs of running the country However, as sex workers are not allowed to trade under our law, it is difficult to trace them. There is also a reluctance on the part of prostitutes to expose themselves to the collector as they know they are operating illegally, even though Inland Revenue will most likely welcome them.

The legalisation of sex workers will make it easier for the tax gatherer to trace them. The law should also assist Inland Revenue by supplying it with names and addresses of all registered prostitutes once their profession becomes legalised

The following is the tax guide for sex workers who have not yet registered as taxpayers.

There are two major taxes in South Africa, namely income tax and VAT. Income tax is a direct tax on income It is imposed upon individuals, companies and other taxpayers such as trusts, estates and so on A sex worker can choose whether to trade as an individual, for example as a sole trader; or as a company, for example as a close corporation.

If she chooses to trade as a sole trader, she will be taxed at progressive rate. If she chooses to trade as a company, her company will be taxed differently and separately from herself as an owner. Her company will be taxed at a flat rate while she will be taxed at progressive rate. She will also be required to register as a provisional taxpayer. If she employs people, she must register as an employer at her nearest tax collector's office.

If her turnover is more than R150 000 a year, she is required to register for VAT.

The sex worker has to be reminded that Inland Revenue cannot accept tax returns in the full spirit of that most delightful of all business mottos "the customer is always right". The department will investigate whether all the income has been declared and that the expenses claimed are legitimate.

If the assessment is negative, tax must be paid. Fortunately, one of the great things about living in a democratic state is that we have complete freedom of how we pay our taxes. We can pay in cash, cheque or in money order.

If the tax assessor can deny your legitimate expenses, kneel down and pray: "God forgive the taxman because he does not know what he is doing."

There are also tax planning opportunities for a sex worker For example, the cost of buying a condom is not tax deductible. This is because such cost is closely linked with income earning structure and not with income earning operations. It is also a once and for all expense which is capital in nature. Therefore, in a sex-selling transaction, a sex worker must make it a condition that her client must bring his own condom.

Sex workers who have not yet registered for tax should be advised to take advantage of the tax amnesty and register before the October 31 deadline

To encourage everyone to register for income tax, our leaders should legislate to the effect that a person who was not contributing to the national costs through income tax, should not qualify for old age social pension. A stitch in time, we all know, saves money.

☐ *Matsheru Matsheru is an independent tax consultant*

Members of protection services brave a tough beat

ARG 25/9/95 (287)

JOSEPH ARANES
Staff Reporter

NIGHTWATCHMEN and security guards have for many years worked in the shadow of mainstream business — and received very little recognition or reward for their long hours of labour.

Huddled in small booths at the gates of large factories, hidden away in small offices in the corridors of buildings or risking their lives on the roads transporting money from one destination to the next, they have a tough job.

And to make matters worse, just a few years ago many of these security guards were poorly trained and often ill-prepared to face the challenges of their work.

Although a lot of that has now changed, social problems in society are still taking their toll on the profession — robbers, in many cases armed with some of the latest military hardware, almost daily try to steal the goods the guards are protecting, often with fatal consequences.

Although no official statistics seem to be available, newspapers report almost daily on criminal activity aimed at these custodians.

Frans Lubbe, registrar of the Security Guards' Board, said that about six years ago there was a lot of criticism of the industry because of poor working conditions and low salaries.

"We had a bad image, lacked professionalism and the guards had no prospect of furthering their careers in the field."

The board was formed and its membership was made up of guards in the industry and the companies for which they work.

Mr Lubbe said minimum standards for the industry were soon set, training centres were established and the working conditions of the guards improved drastically.

"But the country's high crime rate is still literally killing us, especially those involved in the cash transit division ... there are too many guns out there and the robbers are well organised and very brutal and daring.

"It is a very difficult situation but one we hope, with the help of the police, we will overcome."

He said that in spite of the new legislation recently passed, many of the more than 3 000 companies affilliated to the board were still trying to exploit the guards.

"We have agreed on minimum standards and salaries for the different grades and are constantly monitoring the situation in the field because certain companies don't want to comply.

"Most of the complaints of our 110 000 members are still wage-related, in spite of all the changes that have taken place in the industry."

The lowest graded security guard gets a salary of R873 a month and is expected to work at least 60 hours a week.



Picture: ANDREW INGRAM, Staff Photographer.

□ **NURSE FURY:** Angry nurses demonstrate outside Cape Town's Red Cross Hospital for a better pay deal. Hospitals throughout the country were affected by the stayaway.

Strike forces mourners to dig graves for relatives

Own Correspondent

JOHANNESBURG. — Soweto families have been forced to dig graves for dead relatives because of the gravediggers' strike.

The SA Municipal Workers' Union is engaged in a wage dispute with various municipalities across Gauteng.

Thabiso Ketlele, standing inside a two-metre deep grave he had dug with relatives, sid: "It's a grave situation."

The funeral of his mother-in-law was postponed because of the strike. "It was very disturbing, especially because we didn't know when the strike was going to end," he said.

"So we decided to dig the grave ourselves. It hasn't been easy — but I'm glad that we have it ready for the funeral."

The chairman of the Soweto Funeral Undertakers' Association, Kay-Vee Sihlali, said it had been difficult to conduct burials without the gravediggers.

"However, we are optimistic that after negotiating with a private company to dig the graves things will return to normal — hopefully by this weekend."

Security workers establish new trade union

(287) CT(BR) 5/10/95

BY FRANÇOISE BOTHA

STAFF WRITER

A new trade union, the South African Security and Allied Worker's Union, has been established to represent the interests of the more than 3 000 security companies and their employees

According to chairman Ben Foreman, the move resulted from the identification of the relatively poor representation of the country's almost 1 million employees in the security industry

He said he had received requests from the employees of various security companies to set up the union and a group of well-known management and human resources consultants had been called in to assist with the formation.

"This was done to provide a professional service to members from the start," said Foreman.

The union aims to look after and promote the rights and interests of security personnel throughout the country.

This will be done through the use of collective and centralised bargaining processes, and will represent personnel in labour disputes

"The union will focus on giving employees the assurance that they will receive their basic workers' benefits," he said.

This includes a focus on workplace security and the creation of job opportunities as well as negotiating market-related salaries and fringe benefits.

Foreman said the union would be working with the Security Officers' Board to improve the working conditions of employees in the industry.

The union was established in Cape Town

It is presently involved in discussions with Cosatu to get direction on dispute resolution as well as matters surrounding wage negotiations

He said Africa Group Employee Benefits would handle the fringe benefits of the union and the managing director of the group, Paul Jordaan, had donated R1 000 to the trade union for this purpose



SECURITY UNION *Ben Foreman, the union's chairman*

November 4/5 1995

Sex worker paid with Japanese bus ticket

(287) ARG 4/11/95

MXOLISI MGXASHE
Staff Reporter

GETTING ripped off by foreigners has become a common affair for Cape Town's streetwalkers plying their trade at the harbour.

Like the one who discovered that instead of being paid in Japanese Yen, she had been given a useless Japanese bus ticket — a "ticket to ride" a cynic commented wryly.

Most "sex workers" accept being conned as one of the occupational hazards of their profession.

But, things get scary when sex workers cross paths with sex maniacs and psychopaths who could end up paying for services rendered by slitting the women's throats.

Sex workers are often taken for a ride by unscrupulous clients who do not pay the full fee.

This was one bitter pill Jacqueline Roberts (not her real name) had to swallow two years ago in Salt River, when a Japanese sailor gave her a bill he told her was a cheque worth the equivalent of 200 US dollars.

Jackie took the "cheque" to a bank, but the foreign exchange tellers did not know what the piece of paper was, so they decided to fax it to their corresponding bank in Tokyo.

The Tokyo bank replied that the "cheque" was actually a bus ticket.

"I almost collapsed from shock," said Jackie, "and if I had a gun I would have gone straight to the f....r to get my money back or shoot his brains out."

According to Nick van Staden, a foreign exchange teller at a Waterfront bank, stories of prostitutes being cheated by sailor clients are quite common.

"We deal with these sad stories almost every day. This week for, instance, a *bergie* couple — the man could have been about 40 and his spouse about 32 — came into the bank. The woman changed about one hundred Baht — Thailand currency — which turned out to be nothing more than R10.

"As they were moving away from the bank, the man, who was obviously mad and frustrated with the R10, slapped the woman and beat her on the head with his hand, saying: 'You f... for nothing!' "

According to Mr Van Staden, there have been cases where sex workers have brought cheques to the bank with great enthusiasm, only to discover after enquiries to overseas banks that the client's bank account had long been closed

"Japanese are very liberal with their tastes and selections. They would go for anyone, starting with the very cheap women who charge only R5, to very expensive, classy prositutes who do not take less than R80, but could get up to R150 for daring to go onto the boats, where it is normally very dangerous for them," said Mr Van Staden.

Pauline (not her real name), 23, said she got involved in the oldest profession at the age of 11 after she had been raped by a policeman who picked her up on the street under false charges.

She was so shocked and disgusted with the law and society that she lost respect for her body, which has since been her only source of livelihood.

Pauline admitted the men with whom she and her colleagues had sex had no respect for them and used them like "disposable handkerchiefs" which were thrown away after use.

"Some are very respectable men who might have been frustrated by their wives and only used us to relieve themselves of their frustrations."

Some sex workers are meticulous about their jobs and attend regular medical checkups to make sure they have not contracted human immuno-deficiency virus.

Pauline hopes the campaigns by some human and civil rights organisations advocating the legalisation of prostitution will one day succeed so that "hookers" are recognised by society and accorded "the respect we deserve".

SERVICES SECTOR - LABOUR

1996 ~~1997~~

Board 'will consider' security industry wages

BD 11/4/96

Renee Grawitzky

SECURITY workers were assured on Friday by Labour Minister Tito Mboweni that the newly elected Wage Board would give urgent consideration to proposed amendments to wage determination in the security industry.

Addressing more than 500 members of the Transport and General Workers' Union who marched on the labour department in Johannesburg on Friday, he said the board would give immediate consideration to approving amendments to wage determination in the security industry.

SA National Security Employers' Association chairman Don Masterson said yesterday that the chairman of the Wage Board had approved the application for the promulgation of the labour order in its totality. He said the order now awaited the signature of the minister.

Workers marched on the department to demand the immediate promulgation of an order amending the current determination, as well as wage increases and changes to employment conditions. One condition related to the deletion of an exemption clause for small and new employers.

Meanwhile, striking security workers in Durban are still demanding the immediate scrapping of the determination and refused to return to work, despite calls by the employer body for a meeting. It is understood a meeting has been planned between the union and employers.

Shake-up ahead for security firms

(287) BD 4/4/96

Wyndham Hartley

CAPE TOWN — An urgent shake-up of SA's mushrooming private security industry, which employs more than 200 000 people, is on the cards, with legislation in the final stages of preparation.

A briefing of the parliamentary safety and security committee by SAPS national commissioner George Fivaz yesterday showed the legislation would target security companies being used as fronts for mercenary activity, as well as those operating outside the law in the former homelands.

The Security Officers Amendment Bill, which is urgently needed to regulate the industry, will address also the registration procedures applied to private security officials and impose a mandatory level of training. Investigations are being conducted also into ways in which the industry can assist the police in crime prevention, the committe heard.

Safety and security ministry adviser Paul Kruger told the committee that an area of concern was the number of security companies operating in Johannesburg and Pretoria from bases in Bophuthatswana. The law governing security companies did not cover the former TBVC countries and jurisdiction over those areas had to be included in the new legislation as a matter of urgency.

Committee chairman Linda Mti said the industry was growing at an enormous rate and that it had to be ensured it operated within acceptable parameters. There should be a focus on the quality of training for security officers and harsher penalties for companies failing to observe training regulations.

ANC MP Jennifer Schreiner said negotiators drafting the new constitution were working on a clause which would outlaw para-military groups outside state security structures. Armed private security services would have to be strictly governed by legislation. The legislation should stop security companies being used as fronts for mercenaries.

NP MP Andre Fourie said it had to be accepted that the security industry was part of the private sector and that there should be as little "prescription" as possible. He accepted the need for controls in the interests of the public.

The legislation is to be published soon to allow public comment.

Better work conditions for security employees

Star 4/4/96 (287)

By Justice Malala
Labour Reporter

Thousands of workers in the security industry will receive increases of up to 14,5% and better protection against unscrupulous employers following an intervention by Labour Minister Tito Mboweni.

The Department of Labour said yesterday that all employers in the industry would be bound by the conditions of a new labour order which comes into effect on April 15.

According to the order, workers in the booming industry will also be allowed to present the certificate of a registered traditional healer, or a medical doctor, as evidence that they were ill when absent from work.

Workers in the industry are subjected to some of the longest working hours and lowest pay scales in the country, but in terms of the new order their work hours will be cut.

Mboweni's intervention in the brokering of the new deal came after he addressed workers when they marched to the Department of Labour's offices in Johannesburg last week.

Employers now bound by new labour order

In terms of the agreement between employers and employee representatives, security workers will be entitled to one day off each week, whereas in the past, workers could work for 12 weeks without a day off.

Minimum wages of the lowest category of worker in the industry, the B-grade, will rise from R873 to R1 000 a month, an increase of 14,5%.

Workers in higher grades will have their minimum wages increased from R1 909 to R2 036 a month, a 6,7% rise.

The department says the fact that all security employers will for the first time be bound by the conditions of the order means that unscrupulous employers who evaded their responsibilities by, for example, opening "new businesses" each year will not be able to exploit workers.

New labour law for security hailed

(287)

Industry spokesmen hope the settlement will close loopholes

Star 8/4/96

By Derek Rodney

The signing of a new labour order for the mushrooming security industry, compelling employers to cut working hours and increase salaries, will lead to the elimination of shady fly-by-night operations – but consumers will have to pay for this.

Industry spokesmen have expressed hope that the order, signed by Labour Minister Tito Mboweni and to be implemented on April 15, will close a lucrative loophole in current legislation which allows small (less than 20 employees) and new operators to be exempt from adhering to wage or other employment benefits enforced on larger companies.

South African National Security Employers Association chairman Don Masterson said the order, which makes provision for a minimum wage increase of 14,5% for the lowest category of workers and up to 6,7% increases for senior personnel, will level the playing fields between all operators and help to clean up the industry.

"This settlement was negotiated between labour and employer representatives and is the beginning of a process to sort out the hundreds of unscrupulous operators who have exploited their own labour forces and the profitability of legitimate businesses," he said.

Masterson said the increases were expected to affect security rates charged to clients as most companies would not be able to absorb the wage and salary rises.

According to Masterson there are about 2 200 security guard companies registered with the Security Officers Board.

Since 1991 more than 650 companies have registered annually.

In January and February this year 164 new companies registered with the security board and if it continues at this rate more than 1 000 companies will have registered by year's end.

"It's impossible for so many companies to just spring up in such a short time and the situation has led to some of the larger companies resorting to similar tactics to secure lucrative contracts.

"This has been especially hard-felt when tendering for government or government-related bids where the state will usually go for the lowest bid.

"The result is an industry in disarray," he said.

Call to boost undertakers

Nomavenda Mathiane

(287)

GOVERNMENT should boost small businesses such as township undertakers by allowing them to tender for pauper burials, Krugersdorp funeral director Luki Tlholoe said yesterday.

Addressing Funerex '96 — a funeral symposium and exhibition attended by local and international burial practitioners held at the Volkswagen exhibition centre in Midrand — Tlholoe spoke about the hazards of operating in black areas.

Lack of capital to start a funeral business coupled with problems of servicing a poor community led to monopolies, forcing undertakers to pay protection fees to residents who stopped burials taking place.

Tlholoe said although this practice was no longer rife, there were some areas in Gauteng where it still happened.

The undertakers enlisted the help of civic organisations to deal with people who were harassing undertakers.

BD 17/4/96

Security firms linked to violence

M+G 22-26/3/96 (286)

Philippa Garson

MORE people are employed in the security industry than there are policemen, and peace monitors have asked Safety and Security Minister Sydney Mufamadi to investigate links between private security companies and crime.

The flourishing security industry is wide open to political or criminal abuse and must be investigated and regulated as a matter of urgency.

This is the finding of lengthy research conducted by the Network of Independent Monitors, which has appealed to the Ministry of Safety and Security to hold an inquiry into the industry and find "new ways and means of regulating the industry to prevent abuse, corruption and security company involvement in political violence"

The report, compiled by researcher Sara Blecher, documents numerous allegations of private security company involvement in political and criminal violence in KwaZulu-Natal and Gauteng and calls for new legislation to govern the industry.

"There are currently more people employed in the security industry than there are policemen. Security personnel have far less training than policemen, and there is little regulation of their activities, yet they are often performing the same functions as the police."

The report argues that private security companies moved in to take over the policing functions of an overstretched police force which concentrated on political repression. Against a background of escalating crime, they continue to flourish — often committing abuses — in the absence of effective regulation.

While the security forces have been revamped and subjected to close scrutiny, the same has not happened in the private security industry, which operates with few controls.

Security companies provided a natural home for disgruntled police officers and elite operatives from the former security forces.

It is a highly competitive industry which operates in the interests of its clients rather than the public and accumulates profit from conflict.



On guard: There are more private security personnel than police in South Africa PHOTOGRAPH HENNER FRANKENFELD

She cites growing "evidence to suggest private security companies have had an established role in fomenting political violence and many of the networks established by the apartheid government in order to preserve itself are still intact and available for hire to any party whose interests it would serve to destabilise a new democracy".

Evidence of security company involvement in violence in the early 1990s emerged in the 1994 Goldstone Commission Report and continues to emerge According to Blecher, there is evidence that at least three of the Caprivi trainees (hit-squads, trained by the former defence force, which conducted the KwaMakhutha massacre, the details of which are being heard in the Malan trial) are employed in the private security industry.

Two Inkatha Freedom Party-aligned Durban mayors, Sipho Ngwenya and Johannes Mile, are both listed as directors of a private security company.

According to deputy intelligence coordinator Moe Shaik, the names of several security companies in KwaZulu-Natal have cropped up in National Intelligence Agency investigations into violence in that province

The report documents well-known evidence of security companies having existed as front companies for the security forces and calls for the forces to "make a full public account of all security companies that were set up as fronts and investigate whether any links remain"

As it is currently interpreted, the Security Officers Act of 1987 does not apply to former homelands. It provides for the Security Officers Board, comprising three representatives of employers, three of employees, two appointed by the Safety and Security Ministry and two from consumer bodies, to regulate the industry.

Blecher argues that the board, headed by Springbok Patrols owner Abraham Bartmann, is not sufficiently independent to scrutinise and police the industry.

While all security companies and guards are required to register with the board, this does not apply to "in-house" security personnel. While 21 disciplinary charges have been brought against companies or individuals in the past year, no company has been deregistered "pursuant to such a charge, which is suprising, given the extent of abuse within the industry".

The South African Police Service issues gun licenses to individual companies "A common practice among companies when they are unable to get more licences issued is to buy a company which already has these licenses and then switch the licenses to the original company. This practice, which allows any company to have as many guns as it can afford without proper regulation, is open to abuse," says Blecher.

Report says security firms are involved in political violence

(28b) Star 22/3/96

National body of peace monitors accuses industry of harbouring elements involved in fomenting conflict and criminal behaviour

By Mondli Makhanya
Political Reporter

The Government must urgently appoint a commission of inquiry into the private security industry with a view to overhauling and regulating it, says a report released today.

The "Safety in Security" report commissioned by the Network for Independent Monitors (NIM) – a national body of peace monitors – accuses the security industry of harbouring elements involved in fomenting political violence and criminal behaviour.

Researcher Sarah Blecher said the report would be given to the Ministry of Safety and Security, the parliamentary safety and security standing committee and other interested parties, and would be used to lobby for legislation to regulate the industry.

The report comes just weeks after the ANC called for a similar probe into security companies. It had accused the security industry of possible involvement in the recent bugging scandals and in Third Force activity.

Commissioned after the piling up of evidence of the involvement of security companies in the training and arming of private political armies, the report describes a security industry that has been deeply immersed in political violence and criminality in Gauteng and KwaZulu Natal for six years.

Using its own investigations, evidence from the Goldstone Commission, court cases and media reports, the NIM concludes that private security companies were instrumental in giving backup to the Inkatha Freedom Party and right-wing units involved in violence in the two provinces.

Many of the security companies in operation today, the report alleges, were formed as front companies for the Department of Military Intelligence and the security police and were used to fight the former government's opponents.

"It is believed that when the former government pulled the plug on the funding of such projects, many of the companies had developed a life of their own. Many of these companies make money from legitimate business practices aimed at destroying the government and ensuring that no lasting viable peace process in KwaZulu Natal ever gets off the ground," says the report.

It calls on the Department of Military Intelligence, the SA National Defence Force and the SA Police Service to account for all security companies they set up as fronts, as a way of "cleaning the industry and ridding it of unwanted elements as well as opening up sinister networks for scrutiny".

It proposes the setting up of an independent body under the Safety and Security Ministry to regulate the industry, close monitoring of security companies and their employees, the setting up of a transparent system of tendering for government contracts, and the drafting of new legislation governing the granting and use of firearms in the industry.

Call to axe ANC representative

Linda Enso

BD 22/3/96

CAPE TOWN — Local government minister Peter Marais this week called for the resignation of provincial committee chairman Hilda Ndude of the ANC, on grounds that she was incompetent and had acted beyond her powers in unilaterally calling for a summit of rural non-governmental organisations in Worcester today.

His challenge, rejected "with contempt" by ANC spokesman Cameron Dugmore, was the latest salvo in the ongoing dispute between Marais and the ANC over a model for rural government in the Western Cape.

Ndude and her two fellow ANC members stayed away from yesterday's committee meeting, which meant no decision could be taken on Marais' amended model for rural local government.

"For the good of this province the ANC should ask Mrs Ndude to resign from the committee and replace her with a more knowledgeable and competent person," Marais said. "She does not apply her mind to matters placed before her by me as minister, but to the issues which the ANC considers politically expedient."

He blamed the ongoing dispute between the statutory and non-statutory members of the provincial committee over a rural government model on central government's interference.

Dugmore countered that the ANC had long warned the NP to dismiss Marais for failing to follow the Kempton Park agreement. He said Marais' authoritarian style and attempt to force through a totally unacceptable model was the cause of the current crisis.

By requesting a postponement of the provincial committee until Friday, Ndude was merely attempting to include as many stakeholders as possible in the decision, Dugmore said.

Security firms come under microscope

Farouk Chothia

BD 22/3/96 (286)

DURBAN — Government had to impose stringent regulations on the "cloak-and-dagger" private security industry as it was the perfect vehicle to foment political violence in SA, the Network of Independent Monitors said in a report released last night.

The report said many security companies in KwaZulu-Natal had been used to provide weapons and training facilities to members of the IFP, and this could be a "more recent cause" for continuing violence in the province. It said the GM of one security company was an "enthusiastic" IFP supporter who was alleged to employ only IFP members.

There were allegations, too, that security companies had become involved in taxi violence, and recruited IFP and Umkhonto we Sizwe members who had access to G-3 and AK-47 rifles.

A guard interviewed claimed he had received three weeks' training in the use of AK-47 rifles, hand-grenades, .38 revolvers and 9mm pistols, and in making petrol bombs. This was a prelude to his involvement in a feud in Hluluwe, northern KwaZulu-Natal, between taxis and a bus service.

The report claimed that the IFP had used security companies to establish its self-protection units before the general election. The companies had since employed demobilised unit members. One Gauteng-based company was believed to have "received" 66 unit members from KwaZulu-Natal on January 3 last year. Unit members were believed also to have gathered in Ulundi in February and March last year for deployment as security guards in Durban and Johannesburg.

The Network of Independent Monitors, a non-governmental organisation monitoring violence, said there was prima facie evidence to substantiate each claim made in the report. The monitors investigated companies after persistent allegations of their involvement in violence. They said they had received information that companies had trained IFP members at a cost of R48 000 a month from 1990 to 1994.

The report said one guard claimed they worked with local police and were sometimes given police uniforms for "operations".

The report said ties between security companies and political parties had led to corruption. A R5m Spoornet contract in KwaZulu-Natal was given to a new company which had only 70 guards and limited infrastructure. The firm's parent company allegedly had strong ties with the IFP.

The report said there were companies that had been established as fronts for military intelligence during the "total onslaught" era. By the time the FW de Klerk government "pulled the plug" on the funding of such projects, many of the companies had acquired a life of their own. They now used profits from legitimate business to engage in anti-government activities.

There were many AWB members in the industry guarding government property in townships. This often translated into "tactical support for IFP warlords in their battles against the ANC".

One company on the East Rand had recruited IFP members and ANC self-defence unit members as part of a reconstruction programme in Kathorus. The project was being monitored to ensure it did not lead to violence.

Striking security guards 'assault non-strikers'

BD 27/3/96 (286)

Farouk Chothia

DURBAN — A strike by between 1 200 and 3 000 guards employed by private security companies in KwaZulu-Natal has turned violent, with reports of shootings and assaults on non-strikers.

SA National Security Employers' Association chairman Don Masterson said he had received reports that strikers were driving to various sites in Durban and physically removing non-strikers. There were unconfirmed reports that one non-striker had been shot and wounded.

National Security Workers' Union national organiser Moffat Ndlovu said the strike was aimed at forcing government to immediately scrap provisions in wage determination for the industry. This allowed companies in existence for less than two years, or which employed fewer than 20 employees, to pay below the minimum wage. Some guards earned as little as R200 a month and worked 12 hours a day throughout the week.

Ndlovu said families of guards killed on duty received no assistance from companies. Guards were not on medical aid or pension schemes.

He said 3 000 guards were on strike, but Masterson put the figure at 1 200-1 500.

Ndlovu said companies affected included Springbok Patrols, Fidelity Guards and Combat Force. Guards employed at Durban airport, harbour and railway stations were on strike, he said.

Masterson said the strike had affected mainly smaller companies. Some companies were unable to guard clients' sites. Companies would be forced to obtain "replacement labour" if the strike continued.

Springbok Patrols said it had enough reserve guards to ensure all clients' sites were protected. It had given strikers an ultimatum to return to work today, or be dismissed. Masterson said other companies had done the same.

PEANUTS By Charles Schulz



Security guards ignore calls to return to work

BD 29/3/96 (286)

Renee Grawitzky

THE majority of security workers on strike in Durban failed to heed final ultimatums to return to work yesterday and continued to demand the immediate scrapping of wage determination in the security industry which was seen as an "apartheid law".

A number of security companies affected by the strike have already begun dismissing workers.

The strike, involving about 3 000 workers, turned violent this week when police clashed with workers and a number of incidents of violence and intimidation by striking workers against non-striking workers, were reported. The situation in Durban yesterday appeared to be calm.

National Security Workers' Union national organiser Moffat Ndlovu called on government yesterday to intervene in resolving the strike and to ensure that new working conditions were introduced in the industry.

He said employers did not comply with any legislation and it had led to "slavery" where guards were working up to 24 hours a day.

Meanwhile, about 8 000 members of the Transport and General Workers' Union are set to march on the labour department in Johannesburg today.

The union said the march would highlight the demand for the immediate promulgation of a labour order which would amend the current determination and effect wage increases and changes to conditions of employment. The union is also demanding the establishment of a national industrial council in security, cleaning and goods.

SA National Security Employers' Association chairman Don Masterson said employers were also demanding the immediate implementation of the labour order.

The union said a nationwide programme of action would be initiated if the labour department failed to respond positively by immediately promulgating the legislation.

At the heart of the amendments is the deletion of a clause exempting small and new employers from complying with all provisions in the determination. This, according to the industry, has left more than half of the 110 000 security guards unprotected.

thdraws child abuse motion

BD 29/3/96 (288)

g legislature withdrew a mo-
ng the granting of bail and
suspects in the Vaal area,
ate with NP members on
a racial issue.
forward by ANC MP Pule
house to express outrage at
white suspects whose vic-
. These actions, the motion

from the trial of Ramajwe
e farmer living in the Vaal
sexually abusing 14 farm-
between seven and 14. He
500 bail in the Vanderbijl-

park Magistrate's Court, to appear on April 4.

The motion also called on the house to condemn the "apparent ongoing abuse" of black children in the Vaal area. This was condoned by suspects being released on "minimal bail" of R2 500 and the high-profile protection of suspects by police.

The PAC and African Christian Democratic Party supported the motion. The DP and NP objected to child abuse being discussed on a racial basis. The ANC retaliated, saying the police and justice systems were tainted with racism as a result of apartheid.

Malefane said child abuse was a "disgusting travesty of justice". Abuse would be perpetuated in the "backyards" of Gauteng as long as child abusers were unexposed. He later withdrew the motion in terms of Rule 33, allowing a member to withdraw a motion with the house's consent. The NP had earlier objected to the motion, as it referred to a still unfinished trial.

DP MP Jack Bloom said the justice ministry had "serious questions" to answer in a number of cases where bail seemed to be lenient. PAC MP !Khoisan X said some courts clearly did not view child abuse as "serious enough" to warrant setting a tougher bail.

Fast money draws Green Point sex workers

CT 22/5/96

287

DALE GRANGER

PROSTITUTION — specifically in the Green Point area — has emerged as a major election issue, with proposals for declaring the suburb a red-light district, legalisation, decriminalisation and alternative training programmes all being touted as solutions.

Estimates of the number of women, children and men plying the trade on the streets, in escort agencies and clubs in the cosmopolitan Atlantic seaboard suburb vary from hundreds to thousands, but no one is able to give an exact figure as accurate surveys have not been conducted.

Most earn tax-free salaries ranging from about R1 000 to R15 000 a month.

The Cape Times has been told of one Green Point prostitute, a qualified teacher, who boasts of earning R30 000 a month.

Some work full time, others freelance, holding down day jobs in the city.

Some are university students paying off study loans. Many become sex workers for a short while to make fast money, said Ms Ilse Pauw of the Sex Worker Education and Advocacy Task Force (Sweat), who has been working with street prostitutes for several years

She does not see job-training programmes as a viable alternative to sex work as she says there are "so many attractions to keep people in the business".

Unless alternative training schemes offer the opportunity to earn the same salaries, "it's not going to work".

"Often it (prostitution) is a well-paid job, with cash in hand. Alternatives must not only match salaries, but also offer a job where they can work for themselves and be financially independent."

She said that when she first began working with sex workers a few years ago "it was very easy to come in from a feminist perspective feeling sorry for the women, seeing them as exploited and wanting to be rescued. I was forced to make a shift to realise that people see it as a job.

"I would like to see law reform — it is the best option for a safer working environment for women, to protect them against violence and abusive clients.

"It is also the best option in terms of health and safety... it is very difficult for health educators to operate underground," said Pauw

Social workers were coming into contact with more street children working the streets in Sea Point and Green Point as well as teenagers who had either run away from home or were being sent out by their families to work as prostitutes, she said

Prostitution to be reviewed

(287)

Kathryn Strachan

BD 3/1/96

THE legal status of prostitution is to come under review next week at a national consultation of lawyers, health professionals and prostitutes.

Lawyers for Human Rights and the Cape Town-based Sex Workers' Education and Advocacy Taskforce (Sweat) have been working on reviewing the legislation. The consultation will for the first time draw prostitutes into the legal reform process.

Sweat spokesman Shane Petzer said the consultation would look at decriminalising prostitution — thereby giving prostitutes access to health services and the legal system.

"We need to see prostitution as a human rights issue, and link it to health and to the law. We can't expect prostitution to be a healthy industry unless it is decriminalised," he said.

Sweat was in favour of decriminalising prostitution — by removing all references to it as a criminal activity from the statutory books — rather than legalising it.

Decriminalisation would leave prostitutes free to practice like any other business, while legalisation would subject them to a whole new set of laws. Legalisation would force prostitutes to go for health checks and, by confining prostitution to a particular zone, would lead to red light areas.

Once a position had been adopted at the national consultation, to be held in Maritzburg, other players including the justice department would be approached.

As well as looking at law reform, the project had a health promotion programme in Cape Town for prostitutes. It ran a clinic with doctors and psychologists sensitive to the needs of prostitutes and a "drop-in centre" where prostitutes could go for company.

The project ran skills training and conflict resolution workshops, safe sex lectures and a condom delivery service for 40 agencies.

The initiative was started more than a year ago by people working in the sex industry, together with doctors, psychologists and social workers.

Prostitution to be reviewed

(287)

Kathryn Strachan

BD 3/1/96

THE legal status of prostitution is to come under review next week at a national consultation of lawyers, health professionals and prostitutes.

Lawyers for Human Rights and the Cape Town-based Sex Workers' Education and Advocacy Taskforce (Sweat) have been working on reviewing the legislation. The consultation will for the first time draw prostitutes into the legal reform process.

Sweat spokesman Shane Petzer said the consultation would look at decriminalising prostitution — thereby giving prostitutes access to health services and the legal system.

"We need to see prostitution as a human rights issue, and link it to health and to the law. We can't expect prostitution to be a healthy industry unless it is decriminalised," he said.

Sweat was in favour of decriminalising prostitution — by removing all references to it as a criminal activity from the statutory books — rather than legalising it.

Decriminalisation would leave prostitutes free to practice like any other business, while legalisation would subject them to a whole new set of laws. Legalisation would force prostitutes to go for health checks and, by confining prostitution to a particular zone, would lead to red light areas.

Once a position had been adopted at the national consultation, to be held in Maritzburg, other players including the justice department would be approached.

As well as looking at law reform, the project had a health promotion programme in Cape Town for prostitutes. It ran a clinic with doctors and psychologists sensitive to the needs of prostitutes and a "drop-in centre" where prostitutes could go for company.

The project ran skills training and conflict resolution workshops, safe sex lectures and a condom delivery service for 40 agencies.

The initiative was started more than a year ago by people working in the sex industry, together with doctors, psychologists and social workers.

Move to make prostitution legal in SA

Star 20/1/96 (~~189~~) (287)

Durban – A national network aimed at decriminalising prostitution, which brings commercial sex workers into the legal reform process for the first time, was launched in Pietermaritzburg recently.

One of the network's first initiatives will be to remove from the statute books section 20(A), which makes being a prostitute a criminal offence. The existing legislation has long been under review, with human rights activists arguing that criminalising prostitution denies sex workers the right to legal protection and health services.

The first meeting, which saw the launch of the Decriminalisation of Prostitution Network (Decpro), was organised by the Cape Town-based Sex Workers' Education and Advocacy Taskforce (SWEAT) and Lawyers for Human Rights. "Criminalisation of prostitution has achieved nothing and has allowed for abuse, violence and exploitation of workers," said SWEAT coordinator Shane Petzer.



PROTEST: Prostitutes demonstrate in Bombay, India, on Wednesday demanding the legalisation of their trade PHOTOGRAPH AP

He said the latest initiatives would bring the sex work industry into line with international trends in most developed countries and allow the profession to regulate itself

According to Petzer, legalisation would subject them to a whole new set of laws, but decriminalisation would leave prostitutes free to practise under existing business regulations "The main problem at the moment is that prostitution is illegal, which means that workers have no recourse to the blatant abuse and exploitation they face."

Another problem with legalising prostitution is that it could give rise to red-light districts, such as in Amsterdam and Hamburg, which the network is fundamentally opposed to Decpro's first task will be to consult key government departments, such as justice, health, and safety and security, to sound out their stand on prostitution. Petzer said they would then seek wider consultation and representation with various other relevant organisations, which would strengthen their cause – Staff Reporter

Police clash with striking security guards

BD 28/3/96 (287) 28

Farouk Chothia and Renee Grawitzky

DURBAN — Police clashed with about 500 striking security guards in central Durban yesterday, resulting in several guards being injured.

The strike, organised by the National Security Workers' Union, and a planned march on the labour department offices in Johannesburg tomorrow, are to demand the immediate promulgation of a labour order effecting wage increases and extension of worker protection.

Police public order policing unit spokesman Insp Trevor Reddy said police fired rubber bullets and teargas at the strikers after they caused chaos in Durban's city centre. The strikers threw bottles and other objects at police, forcing police to open fire, he said.

Reddy said security guards retaliated by firing gun shots. Two people were injured. Three demonstrators were arrested and would be charged for public violence, Reddy said.

Disputing police claims, union executive member Mandla Mabaso said police opened fire without provocation on defenceless people.

He said 10 guards were admitted to hospital with serious injuries, and five were arrested. An industry source said two non-strikers were shot and wounded on Tuesday at Berea station, and a third was attacked in Umlazi, allegedly by strikers.

The strike has affected many security companies, including Induna, Springbok Patrols and Combat Force.

The march in Johannesburg could lead to a nationwide strike by members of the largest union operating in the industry — the Transport and General Workers' Union.

Union general secretary Randall Howard said the union was demanding that Labour Minister Tito Mboweni be present tomorrow to accept a memo-

Continued on Page 2

Strike

BD 28/3/96 (287)

Continued from Page 1

randum demanding the immediate promulgation of the labour order and amendments to other legislation in cleaning and goods. A failure to effect this within two weeks could result in nationwide strike action.

The security determination could potentially cover 110 000 security guards. However, exemptions from all provisions in the determination granted to small employers with less than 20 employees and for new employers, provided that 50 000 workers were not covered by legislation and were open to total exploitation.

Since 1993, the determination had not been amended. Subsequently, the SA National Security Employers' Association and the main unions had negotiated their own wage increases amending the wage clause, which was yearly promulgated as wage orders by the Labour Department.

Employer Association spokesman Don Masterson said last year the parties agreed to establish an industrial council. In the interim, it was agreed to delete the exemption clause in the determination and to apply for the wage agreement to be promulgated as a labour (not wage) order which could effect changes to other conditions of employment besides wages.

Security guards ignore calls to return to work

BD 29/3/96 287

Renee Grawitzky

THE majority of security workers on strike in Durban failed to heed final ultimatums to return to work yesterday and continued to demand the immediate scrapping of wage determination in the security industry which was seen as an "apartheid law".

A number of security companies affected by the strike have already begun dismissing workers.

The strike, involving about 3 000 workers, turned violent this week when police clashed with workers and a number of incidents of violence and intimidation by striking workers against non-striking workers, were reported. The situation in Durban yesterday appeared to be calm.

National Security Workers' Union national organiser Moffat Ndlovu called on government yesterday to intervene in resolving the strike and to ensure that new working conditions were introduced in the industry.

He said employers did not comply with any legislation and it had led to "slavery" where guards were working up to 24 hours a day.

Meanwhile, about 8 000 members of the Transport and General Workers' Union are set to march on the labour department in Johannesburg today.

The union said the march would highlight the demand for the immediate promulgation of a labour order which would amend the current determination and effect wage increases and changes to conditions of employment. The union is also demanding the establishment of a national industrial council in security, cleaning and goods.

SA National Security Employers' Association chairman Don Masterson said employers were also demanding the immediate implementation of the labour order.

The union said a nationwide programme of action would be initiated if the labour department failed to respond positively by immediately promulgating the legislation.

At the heart of the amendments is the deletion of a clause exempting small and new employers from complying with all provisions in the determination. This, according to the industry, has left more than half of the 110 000 security guards unprotected.

thdraws child abuse motion

BD 29/3/96

g legislature withdrew a mo-
ng the granting of bail and
e suspects in the Vaal area,
ate with NP members on
a racial issue.
forward by ANC MP Pule
e house to express outrage at
white suspects whose vic-
. These actions, the motion

from the trial of Ramajwe
e farmer living in the Vaal
sexually abusing 14 farm-
between seven and 14. He
500 bail in the Vanderbijl-

park Magistrate's Court, to appear on April 4.

The motion also called on the house to condemn the "apparent ongoing abuse" of black children in the Vaal area. This was condoned by suspects being released on "minimal bail" of R2 500 and the high-profile protection of suspects by police.

The PAC and African Christian Democratic Party supported the motion. The DP and NP objected to child abuse being discussed on a racial basis. The ANC retaliated, saying the police and justice systems were tainted with racism as a result of apartheid.

Malefane said child abuse was a "disgusting travesty of justice". Abuse would be perpetuated in the "backyards" of Gauteng as long as child abusers were unexposed. He later withdrew the motion in terms of Rule 33, allowing a member to withdraw a motion with the house's consent. The NP had earlier objected to the motion, as it referred to a still unfinished trial.

DP MP Jack Bloom said the justice ministry had "serious questions" to answer in a number of cases where bail seemed to be lenient. PAC MP !Khoisan X said some courts clearly did not view child abuse as "serious enough" to warrant setting a tougher bail.

Gauteng may give prostitutes right to work

CP 16/6/96 (287)

By ROCKY MOKOENA

COLLECTIVE bargaining and the right to unemployment compensation for prostitutes are some of the proposals in a draft document on decriminalisation of prostitution likely to be adopted by the Gauteng Cabinet.

MEC for Safety and Security Jessie Duarte drafted the document to align her department's priorities with those of Government of National Unity's (GNU) emphasis on provision of an effective, efficient and people-oriented police service.

Duarte told City Press that her department wanted to create an environment in which the rights and freedom of sex workers were safeguarded in accordance with the constitution.

The proposed regulations will entail the registration of sex workers and licensing the industry to prevent the coercion of children and women into sex work.

"Women become sex workers primarily because of economic necessity. Decriminalisation is part of democratising South African society and will give sex workers control over their lives," said Duarte.

She said decriminalisation was a reponse to the growing concern about the spread of AIDS and other sexually transmitted diseases.

Registered sex workers will undergo medical treatment and check-ups to prevent the spread of sexually transmitted diseases.

This will enable an environment for them to use health and other facilities because they will no longer be seen and treated as criminals.

The draft document stipulates that the constitution gives individuals the right to engage in economic activity of their choice and prostitutes will be recognised as workers like others who provide a service.

They will also have the right to embark on collective bargaining and have access to social security benefits, unemployment compensation, health insurance and old age pensions.

The state will regulate urban areas by proscribing street soliciting without criminalising the private performance of sexual relations for a fee.

Prostitutes will work at places like Hillbrow, Houghton and the central business district.

The police, courts and correctional services will be relieved of arresting, sentencing and imprisoning sex workers and unregulated and underground sex work will be monitored.

Sylvester Rakgaodi, co-ordinator of the draft document, said the department had received submissions from many organisations, including churches.

He said the ministry would hold a meeting with stakeholders to draft the regulation of sex workers in Gauteng and hold a workshop to discuss the proposed regulation.

The final proposal will be presented to the Gauteng Cabinet for further discussion and adoption.

■ Maria Nhlapo (23) (not her real name) of Hillbrow turned to prostitution after she could not find a job for three years.

Nhlapo said she was making enough money to support her four-year-old child, three brothers and mother in the former Transkei.

Nhlapo denied that prostitutes cause an increase of HIV victims: "I do not take a client who does not want to take precautions."

Statistics show that sex workers in Johannesburg have increased by 40 percent.

There is an increase of HIV positive people, especially in Hillbrow, where more than 100 people are tested positive every day at the Esselen Street clinic.

Row halts refuse removal

Star 2017/9/6

Waste services to three south-western Johannesburg areas, including Eldorado Park, Riverlea, Noordgesig and parts of Lenasia, have been disrupted by a labour dispute at the Avalon depot, acting town clerk Sid Clark said yesterday. Services affected included refuse removal, servicing of chemical toilets, and conservancy tanks. Clark said the disruption was expected to continue until the dispute had been resolved. Discussions were being held to resolve the dispute. Members of the public have been requested to keep their refuse in a cool place. – Sapa

(287)

Let prostitutes ply their trade legally – Duarte

(287)

Star 29/10/96

Force of law directed at wrong group – nail the pimps and customers, she says

By Troye Lund

The thousands of prostitutes working in Johannesburg should be allowed to ply their ancient trade legally, safety and security MEC Jessie Duarte said yesterday at the opening of a conference she has called after opposition earlier this year to her proposal to legalise the trade.

About 100 organisations are represented at the two-day workshop, including religious, medical, government groups and legal departments such as the attorney-general's office.

Duarte told the conference she was impatient to change legislation which protected "those who trade in humans" – pimps and their customers. She said that as the "problems of prostitution were well understood", there was no time for laborious debate. Prostitutes were raped and abused and they were in need of rehabilitation while the many minors among them required immediate protection.

Vulnerable people with no one to turn to ...

"South African law only prosecutes the prostitute. If a prostitute is arrested, the pimp simply replaces her. The prostitution and degradation doesn't stop after the arrest, it continues in prison.

"If a person over 21 decides this is what she has to do, we have to implement the controls and health requirements that protect her. We must decide who we must criminalise," said Duarte.

She added that as senior police officers were also buyers, the chances of brothel owners and pimps being "caught red-handed trading in humans", as the law required, were diminished further.

Former sex workers told the conference that prostitutes did not report clients who raped, abused, assaulted or murdered and did not turn to police when in danger because their profession was illegal. Policemen "were regular clients" and the courts "dismissed sex workers' as unreliable".

A sex worker in rehabilitation, Maxine, said: "Society blames us as rotten apples but nothing happens to the nice men, dressed in expensive suits with families at home, who pay us. They can make you do anything, threaten you and become violent, but always get off scot-free.

"Agency bosses take all the money from your first client of the day. They fine you for taking too long with one client or not working enough shifts. We work when we are sick, exhausted and pregnant.

"We are the vulnerable people with no one to turn to. Whatever new law is set, it must recognise this," she said.

Groups represented at the conference agreed that prostitution would always exist, legal or not.

The consensus was that new policy had to offer legal protection to prostitutes.

Rehabilitation programmes that would equip prostitutes with skills to earn money other than prostituting themselves once they left the industry, and programmes that prevented runaway children from "falling prey" to pimps who promised them up to R15 000 a month, were highlighted as areas in need of urgent attention by lawmakers.

By the end of today the conference will have decided how to implement decriminalisation and whether it would be the best way to give sex workers increased protection.

Jo'burg may legalise prostitution

(287)

OWN CORRESPONDENT

JOHANNESBURG: About 7 000 prostitutes working the streets here could soon ply their trade legally.

This could be the result of a conference here yesterday on the implications of legalising prostitution, called by Safety and Security MEC Ms Jessie Duarte Earlier this year her proposal to legalise prostitution was strongly opposed

Delegates representing over 100 groups, including religious and medical organisations, former sex workers, government departments, researchers and psychologists attended the conference.

Duarte said she was "impatient" to change the law which protected "those who trade in humans", namely pimps and buyers of sex. As the "problems of prostitution were well understood", there was no time for laborious debate. Immediate protection had to be given to prostitutes as they were being raped, abused, needed rehabilitation and were often minors.

"South African law only prosecutes the prostitute. If a prostitute is arrested, the pimp simply replaces her. The prostitution and degradation continues in prison."

Former sex workers told delegates that prostitutes did not report clients who raped, abused, assaulted or murdered them and they did not turn to police when in danger because their profession was illegal, policemen "were regular clients" and the courts "dismissed sex workers as unreliable".

Delegates agreed that prostitution would always exist, legal or not. The consensus was that new policy had to offer legal protection to prostitutes.

ET 29/10/96

Call for legal 'red light' zones

(287)

Churches among those lobbying

Star 30/10/96

By Trove Lund

About 100 organisations, including church groups, unanimously decided that prostitution be decriminalised during a conference in Johannesburg yesterday.

Despite the diverse moral and religious opinions expressed during the two-day conference, all agreed that prostitutes had to be protected and given rights as human beings and workers.

It was decided that this would be achieved through legislation that outlawed pimping, described by delegates as "trafficking in human beings" but legalised prostitution.

The harshest punishments were also prescribed for those who prostituted children under the age of 18.

A set of regulations and social services would have to be implemented with legalisation, the conference agreed, but the specific regulations proved a contentious issue and were left to be researched and fine-tuned by a task team.

The task team, on which prostitutes and workers in the sex industry are represented, was asked to identify strategies for legalisation.

Regulations to be considered by the team include the registering of prostitutes, granting them licences, demarcating specific areas as "red-light" zones and restricting prostitution to these zones, as well as introducing mandatory testing for sexually transmitted diseases. Most delegates opposed these controls, saying they would reintroduce all types of discrimination against prostitutes.

Other issues to be addressed by the team include enforcing safe sex, a study on whether prostitutes should pay tax or be allowed to advertise and if drug consumption and other crimes would be reduced by legalising the world's "oldest profession".

After debating the issue the legislature plans to lobby national Government, said spokesman, Sylvester Rakgoadi.

He said Gauteng safety and security MEC Jessie Duarte wanted to see an improvement in the working conditions of prostitutes in the next 18 months and that R600 000 had been budgeted to implement the first of these new plans.

After presentations from women's groups, legal experts, prostitutes, a brothel owner and representatives of The House – a safe house for prostitutes in Hillbrow – the provincial departments of health, welfare, justice and education told the conference what services they would aim to provide.

'Students becoming hookers'

By Trove Lund

An increasing number of students are turning to prostitution to pay rising tuition and accommodation charges, according to Sizakele Nkosi, a Greater Johannesburg Metro councillor.

Nkosi told the conference called on legalising prostitution that"prostitution has become a boom industry in Gauteng over the past four years. University students are getting involved. They find they can pay fees and even support large families".

She emphasised that laws which outlaw prostitution had "no impact" at all but "a reservoir of sexually transmitted diseases is being created".

Many men insist on "flesh to flesh sex" and refuse to wear condoms, and girls accept because they need the money.

She added that young women were not able to stop prostituting themselves once they became reliant on the money to pay their rents and to buy food.

The council, Nkosi said, had also recently discovered that most hotels in the city were occupied by prostitutes and that many office blocks in the city were being used illegally at night as brothels.

The government and community groups must find ways of encouraging women to find alternative work and accommodation, she added.

Prostitutes vulnerable and in need of protection

(187)

Gauteng MEC Jessie Duarte called the conference after her proposal to decriminalise prostitution met with opposition

Star 7/11/96

By Trove Lund

Two policemen picked her up off her Hillbrow street corner. They took her to an empty house, locked her up and raped her for two days.

This point, in over a decade of prostituting herself, Maxine describes as the lowest.

"Rape and assault, they happen all the time. Girls on the street never report it because what they are doing to earn money is illegal. A friend once did report being raped by a cop. Amazingly, the docket never got lost before the court date. They usually do. But the magistrate threw it out of court. He said she was an unreliable witness," said Maxine, who is in her seventh week of rehabilitation at The House, a privately run safehouse for prostitutes in Hillbrow.

Maxine spoke to delegates from 100 organisations that met recently to discuss the decriminalisation of prostitution. She reminded them how, of Johannesburg's 7 000 clients, 90% are married men. They drive luxury cars and wear expensive suits.

"Society blames us as the rotten apples but nothing ever happens to the men who buy us, rape and beat us.

"Prostitutes are the vulnerable ones, the easy targets who have no one to turn to," said Maxine.

Cocaine initially helped her to cope with "telling steamers (a name coined on the streets for men who buy prostitutes) what they want to know" and "faking" her enjoyment. But after a while Max found someone else to cope for her. She developed a multiple personality syndrome.

"The other person inside me is hard and has a doesn't-care attitude. She cons drug dealers and outthinks steamers who refuse to pay.

"She is tough. But I am Max and nothing like this. My therapist has a tough time reconciling these two women in me," she said.

Max appealed to her audience – many of whom were in tears – to protect prostitutes, to allow them basic human and legal rights and provide places for them to "heal" in times of need.

Gauteng Safety and Security MEC, Jessie Duarte, who called the conference after her proposal to decriminalise prostitution earlier this year met with fierce opposition, reminded delegates that prostitution would always exist, despite laws against it.

Aside from a revamped system that would allow the understaffed police force to concentrate on more serious crime, Duarte called for a new system that punished people who "traded in human beings", especially children.

But Adele and Jean du Plessis, the owners of The House, opposed

> **"Nothing ever happens to the men"**

Duarte's initial plan to legalise prostitution for fear that the full implications of legalisation had not been considered.

Legalisation, Du Plessis believes, would not mean less work for the already embattled and cash-strapped government departments such as welfare, police, health and justice. It would mean more effective policing, more money, services and trained manpower.

"It's not about the law. It is about exploitation of human life. Decriminalisation with no control will provide many of the 85% of all matrics who don't find jobs each year a lucrative employment option," said Du Plessis.

She has buried 200 prostitutes since she and her husband started their safe house six years ago. The girls, many of them under 18 years old, died from drug overdoses or from assault on the streets.

Du Plessis and her counsellors said dealing with sexual exploitation and abuse had to be an official part of school curricula; programmes had to be implemented to take care of runaways and prevent their hunger and lack of shelter from forcing them into prostitution.

Welfare and Health Department officials would have to provide services like counselling, life skill training, referrals to drug rehabilitation centres, medical attention, family planning, shelters for prostitutes too old to work or who were pregnant.

The Department of Justice would be expected to make laws that were tough on those who abused prostitutes and on those who "traded" in children.

During the two days of presentations, including one from a brothel owner, many delegates changed their minds about making prostitution legal. In the end the conference was unanimous: prostitution should be legalised but regulated.

The nature of these regulations proved to be contentious. Among control mechanisms debated at the conference were the compulsory registration of prostitutes, granting them licences, mandatory testing for sexually transmitted diseases and the creation of zones to which prostitutes would be confined.

These, as well as issues such as prostitutes paying tax, receiving medical cover and advertising, will be debated and researched further by a task team appointed from the conference.

The team will make recommendations to the Gauteng provincial government in February next year. Once the province has formulated its stance on the issue, it will lobby national Government.

Police cut off home alarms

Warning on 'Rambo guards'

ARG 11/11/96 (287)

JOHAN SCHRONEN
CRIME CORRESPONDENT

Police radio control will no longer respond when home burglar alarms are activated.

The decision, taken by Western Cape police because the 10111 emergency number is being snowed under by false alarms, is certain to lead to a big increase in business for the mushrooming private security and armed response industry.

Security companies say they are ready to intensify their policing role, but a police spokesman has warned against the creation of a militant private army culture and a playground for "Rambo guards" in Cape Town.

In future alarm calls will be dealt with by suburban police stations. A senior officer at Radio Control, Arno Widmer, said 99 percent of home burglar alarm calls were false and this placed an unnecessary burden on already depleted police resources.

"But the real issue is calls hogging the 10111 number, which is solely there for emergencies," said Superintendent Widmer. "We get calls from people wanting to report thefts, minor car accidents and domestic complaints which should really be phoned through to the local charge offices.

"There, counter staff will register the complaint on the police computer network which is monitored at radio control," said Superintendent Widmer.

The decision by police to stop home alarm companies channelling alarm calls to police radio control has drawn a positive reaction from security companies.

Already the eyes and ears of police, they say they are prepared to intensify this role. Although residents have the right to police protection, which obliges police to investigate activated home alarms, the security industry has already recognised police staff shortages and started filling the gap.

Cape Town's extensive security industry had become a commercial community-based police service, said a spokesman for the industry

Several top security companies were already working hand in hand with police. Many companies had well-trained 24-hour response teams, including security and medical staff, who often outnumbered police personnel and vehicles.

Security company staff now also patrolled neighbourhoods for suspicious-looking people and used their own patrol vans to arrest alleged offenders.

They made regular visits to clients and maintained a high visibility in neighbourhoods to deter would-be criminals, the spokesman added.

Police liaison officer Wicus Holtzhausen said the police welcomed the efforts and initiatives of the community to fight crime and create a safer and more secure environment.

Safety and security was as much the responsibility of the community as it was of the police. "A well-trained professional security service is a step in the right direction," Captain Holtzhausen said.

"But we must still guard against the fly-by-night element, who could infest the security industry with a militant private army culture.

"Fortunately there are control authorities in place in the industry who ensure that the fight against crime at grassroots level remains co-operation between the community and police and not a playground for Rambo guards," Captain Holtzhausen said.

The South African Intruder Detection Systems Association, national umbrella organisation for home alarm and armed response companies, pledged its support to police on the issue of false alarms.

It said the poorer section of the community, which could not afford security systems, also suffered when police were kept busy attending to false alarms from the homes of more affluent people.

Association executive member Robin Hunt-Davis said people with alarm systems should be more careful about activating panic alarms.

"Approved intruder detection equipment should also be fitted to homes to minimise the chances of 'cry wolf' activations due to malfunctioning hardware," he said. "People without alarm systems should be able to telephone the police emergency number when they are in danger and get immediate response. It's their right."

night released the text of Chiluba's Chiluba had indicated he was ill

Security board official faces inquiry this week

BD 18/11/96 (287)

David Capel

A FORMER magistrate and senior employee of the Security Officers' Board — the self-regulating body of the security industry — will know his fate this week after a disciplinary inquiry into allegations that he failed to disclose important details about a previous conviction for attempting to defeat the ends of justice.

Adriaan Bosch has been employed by the board as its assistant registrar, legal services, since August 1991. He is under suspension and faces possible dismissal after it came to light that, at the time of his appointment to the board, he had allegedly failed to divulge certain facts surrounding a 1990 conviction in the Northern Cape Supreme Court for attempting to defeat the ends of justice.

The Supreme Court case centred on a trial heard by Bosch in Barkly West involving Ephraim Lebona who was charged with assault with intent to cause grievous bodily harm.

Lebona was convicted by Bosch and sentenced to three months imprisonment. It later transpired that Bosch had failed to record the evidence led by Lebona and his sole witness Allen Oliphant and presented an incomplete version of the case to the Supreme Court for review.

Lebona was alleged to have stabbed Timothy Joel Oliphant with a knife, a charge he denied, claiming he was not present at the time of the incident. Lebona served three months in prison at Barkly West.

At his own trial, it was found that Bosch had failed to record the evidence and cross-examination of Lebona and his witness. It was found that Bosch had falsely stated that Lebona had chosen not to give evidence or to call witnesses. In sentencing Bosch to a fine of R10 000 or three years imprisonment, Judge Steenkamp had said Bosch had, by his actions, destroyed what was a promising career. His actions would cause him to lose his job.

The result of the board's own inquiry, chaired by advocate Nazir Cassim, will be made known on Thursday.

If he is found guilty Bosch faces instant dismissal.

Board recommends top official be dismissed

(287) BD 26/11/96

Bonile Ngqiyaza

AN INTERNAL Security Officers' Board disciplinary inquiry into a top official has recommended that his services be terminated because his actions displayed "a lack of trust and goodwill".

Adriaan Bosch, the board's assistant registrar, legal services, faced allegations that he failed to divulge certain facts relating to a 1990 conviction in the Northern Cape Supreme Court for attempting to defeat the ends of justice.

Inquiry chairman advocate Nazir Cassim suggested that Bosch be given two months' notice and be paid other monies due to him.

He also recommended the payment of a severance package equivalent to two weeks' salary for each completed year of service, if the board did not have its own policy.

The Supreme Court case centred on a trial heard by Bosch when he was a magistrate in Barkly West.

It involved accused Ephraim Lebona, who was charged with assault. Bosch convicted Lebona and sentenced him to three months' imprisonment.

It later emerged that Bosch had failed to record the evidence led by Lebona and his sole witness Allen Oliphant, and had presented an incomplete version of the case to the Supreme Court for review.

Lebona was alleged to have stabbed Timothy Joel Oliphant with a knife, a charge he denied, claiming he was not present at the time of the incident. Lebona served three months in prison at Barkly West.

At his own trial, it was found that Bosch had failed to record the evidence and cross-examination of Lebona and his witness.

It was found that Bosch had falsely stated that Lebona had chosen not to give evidence or to call witnesses.

In sentencing Bosch to a fine of R10 000 or three years' imprisonment, Judge Steenkamp said Bosch had, by his actions, destroyed a promising career. His actions would cause him to lose his job.

In his findings, Cassim denounced the registrar, legal services, saying his conduct in not giving evidence to assist in the pursuit of truth was irresponsible.

Bosch, he said, had supplied misleading information to the board in his summation of facts surrounding his conviction. "The failure to deal with this by way of evidence amplifies the submission ... that Bosch was not prepared to testify, as he would not be in a position to answer and present an acceptable version for his conduct."

Falcon Investments Société Anonyme

(Incorporated in Luxembourg. RC Number B39773)

Falcon Investments Société Anonyme (Falcon) is the ultimate holding company of Falcon Gold Zimbabwe Limited (Falgold). At 30th September, 1996, Falcon held 63,470,000 shares, representing 57,48% of the Falgold shares in issue and a 40% interest in an associated company, Olympus Gold Mines Limited. The Falcon group, unaudited consolidated accounts and balance sheet for the six months ended 30th September 1996 are set out below of this report.

Falcon accepted new shares issued in lieu of the dividend declared by Falgold for 1995/96 and increased its shareholding by 5,770,000 shares.

Gold production in the six months to 30th September , 1996 was 39,784 ounces compared with 42,530 ounces in the six months to 31st March, 1996. This decrease was mainly because of reduced yield at the Daisy Mine

Mediation in security dispute

287

Reneé Grawitzky

BD 26/11/96

A WAGE dispute covering more than 60 000 security guards would be referred to the Commission for Conciliation, Mediation and Arbitration after employers and nine unions party to the negotiations failed to resolve the dispute yesterday.

This comes on the same day as truck drivers returned to work after an agreement was reached late on Friday night. A security industry employer spokesman said the parties had deadlocked two weeks ago, with the union demanding a 15% increase and employers offering 9,5%.

Employers, who said "this is as far as we can go", tabled a revised offer yesterday amounting to an improved package of 12%, which the unions rejected.

A spokesman for the Transport and General Workers' Union said employers had tabled a final offer of 10% which was not acceptable.

A new dawn is breaking for South Africa's sex workers

Star 26/11/96 (287)

Top prize for hip South Africans is a pair of Doc Martens boots, retailing at about R500. For sex workers in Johannesburg, City of Gold, that means turning two tricks.

Despite the stigma of prostitution, sex is selling fast in South Africa and teenage runaways as young as 14 are quickly initiated into brothels or massage parlours.

In the newly politically correct South Africa they are called sex workers rather than prostitutes or whores, but their lives remain seedy litanies of drugs and abuse.

White-ruled South Africa, which for a long time banned sex between the races, was among the world's most conservative countries when it came to fighting social problems such as unwanted pregnancies, drug abuse, prostitution and pornography.

Black-led South Africa, still a very religious country and by no means on a course towards permissiveness, has eased stringent film and book censorship and is liberalising the law to afford women easy access to legal abortions.

Determined to end discrimination against women, policymakers, Gauteng, now hope to correct a criminal system that penalises the prostitutes but not the men who buy their services.

Prostitutes usually pay fines ranging from R138 to more than R923. Proposed penalties for clients have not been decided.

A prostitute in rehabilitation, identified only as Maxine, has urged lawmakers to overturn what she said was the current law's indifference to the multiple rape and abuse often meted out to women and girls by clients and pimps.

"I'm worried about the girls still suffering out there in a living hell," Maxine, now off the beat and five months pregnant, told a public hearing called to debate policy.

"We are the vulnerable people with no one to turn to. Whatever new law is set, it must recognise this."

Prostitutes suffer gang rapes and other abuse

Maxine spoke of gang rapes she had to endure, and the multiple personality disorder she developed to cope with the burgeoning sordid underworld of prostitution.

Currently in intensive psychological therapy, she said: "I'm trying to recover from the years of damage and abuse."

Another ex-prostitute, Sophie, said she had resorted to prostitution at the age of 14 when, as a runaway from home, her minimal school education ruled out other jobs.

Saying her way out of prostitution was a hard-won battle rather than a sudden revelation, she urged:

"There are women out there who need help, not a lesson in morality. They need alternatives."

A post-apartheid policy on the sex industry in Gauteng, centred on Johannesburg, will go to the provincial cabinet in February.

It is expected to drop the criminal penalties against prostitutes but propose heavy penalties for pimps who lure children into the industry.

The House, a shelter set up six years ago to rehabilitate child prostitutes in the Hillbrow area, says there are 10 000 children working in the sex industry nationwide with little or no state or community help.

"The general feeling towards them is still not empathy or sympathy but, like the abortion issue, is reserved to remain a moot point in the hearts of even the greatest philanthropists," said Jean du Plessis of The House'.

"Men and women are culturally conditioned to place all the blame for prostitution on women."

In Johannesburg alone, 8 000 women sell sex in the squalid inner city, wealthy suburbs and township pubs. The city's sex trade generates an estimated R40-million a month. -- Reuters.

Survey finds drivers collude in truck theft

BD 4/12/96 (284)

Jacqui Pile

A SURVEY of more than 27 000 trucks across SA has found a high degree of collusion by drivers in the theft of vehicles and freight in the trucking industry.

The survey, carried out by a motor vehicle research organisation, The Marketing Shop, highlights the increased risk of theft at unforeseen stops in townships and fast food outlets, as well as in laybys where drivers sleep.

An insurance industry source quoted in the survey said that in the assessment of insurable risk in the transport sector, drivers accounted for 60% while the remaining percentage rested with the condition and maintenance of the vehicle. Among other factors raising the insurance risk were the low levels of education, literacy, skill and road awareness of many truck drivers. It noted that many drivers were in charge of vehicles costing up to R500 000 and freight with a value of between R250 000 and R500 000.

As countermeasures, the insurance industry suggested careful driver training and a move towards better record keeping. Accurate pre-employment checks were essential on all potential drivers and the use of polygraphs was also recommended.

The survey found that 15% of stolen vehicles were hijacked. There was also strong evidence that the rate of vehicle hijackings and theft were increasing.

'Irregularities' uncovered in security board probe

BD 4/12/96 (287)

Kevin O'Grady

LEGAL action, possibly including criminal charges, could flow from the results of a forensic audit of the affairs of the Security Officers' Board which are to be released soon, an auditor said yesterday.

Patrick Ronan of Ronan, Smithard & Associates, which has been involved in the investigation and in managing the board's affairs, would not give details of the findings. However, he said the investigation had "uncovered gross irregularities with regard to the administration" of the board.

Board member Don Masterson said the findings were "of such a serious nature they have led to the suspension of two senior board executives", referring to last week's suspension of registrar Frans Lubbe and assistant finance registrar Thuys Redelinghuys.

Ronan also disputed allegations by Lubbe that his suspension followed an appeal to the safety and security ministry to set up an independent commission of inquiry into unaccountable expenditure by board members.

He also denied "gravy train" allegations levelled at board members, including three Transport and General Workers' Union shop stewards appointed to the board.

Ronan said that the investigation into Lubbe and the board's secretariat had preceded Lubbe's submission to the safety and security ministry.

He said he had seen evidence that productivity was at a high level since he started performing secretarial and administrative functions for the board in April. He agreed with board vice-chairman Joe Matshappa's comments that Lubbe's allegations against the three union members on the board were racially motivated.

R15,7m trust set up for land commission

BD 4/12/96 (284)

PRETORIA — A land restitution trust fund worth R15,7m over three years had been set up to bolster the budget for the activities of the Restitution of Land Rights Commission, it was announced in Pretoria yesterday.

Trustees of the fund said: "The commission is now 18 months old and it has become clear its constitutional responsibilities and operational needs demand an increase in its capacity to deliver on land restitution."

They said more than 11 000 land claims were pending and more were expected in the next 16 months. The trustees said they required more funds to put core functions in place. — Sapa.

Cut graft for Beira to succeed, says banker

(287)

HARARE — Southern African governments needed to cut bribery and corruption to create an attractive environment for investment in their proposed regional Beira Development Corridor, a leading banker said yesterday.

Jacques de la Fargue, a corporate finance manager with the Merchant Bank of Central Africa, told a two-day conference that security and exchange control concerns were also key constraints to attracting capital to turn Mozambique's Beira sea route into a regional development corridor.

"Control of corruption is a major concern. Key financial constraints are security, functionality and exchange control understanding," he said.

"The way forward lies with central governments getting together and creating the right kind of environment," De la Fargue said.

Officials of the Beira Corridor Group, which organised the conference, said they had no estimate yet of the initial capital needed to expand the corridor's road, port and rail network.

But the group's managing director, David Zausmer, and other speakers stressed the region's private sector was crucial to securing the capital as southern African governments faced mounting budgetary constraints and dwindling donor aid.

He said investment security constraints could be overcome through clarification of rules governing the corridor and support from central banks through clear exchange controls on investments.

De la Fargue said the timing of the corridor was right, with the region now enjoying peace.

Beira would also offer a cheaper route than SA for most regional companies. — Reuter.

BD 4/12/96

NEW

Group threatens to take illegal action if employers refuse to negotiate

Cape security union may strike

(287) CT (BR) 9/12/96

TERRY BELL

The Western Cape security industry may embark on an illegal strike called by Charles Wilson, the chairman of the Western Cape-based National Union of Security Officers and Guards (Nusog).

Wilson, whose union withdrew last month from a national bargaining forum involving representatives of 10 security industry unions, notified 34 security companies where Nusog has members that it would go on strike if they did not agree to negotiate with his union by tomorrow.

He admitted the strike would be illegal, but said now was the time to pressure the employers.

He had informed the Commission for Conciliation, Mediation and Arbitration that his union was prepared to go to mediation.

Sarah Christie, a commissioner, said the notification arrived at her office on Friday, and the commission was trying to organise a meeting "as a matter of urgency".

Nusog employed the Electoral Institute of South Africa to organise a strike ballot, which was due to be tallied last night. Wilson said he expected the strike to be approved.

Industry hit by two board suspensions

The security industry has been rocked recently by the suspension of Frans Lubbe, the registrar of the Security Officers' Board, and Thys Redelinghuys, the board's financial services officer.

After a financial audit, and at the insistence of the Transport and General Workers' Union, the officials were suspended for financial mismanagement. The move was part of the union's Operation Clean up to ensure clean administration and accountability.

Lubbe responded by writing to Sydney Mufamadi, the safety and security minister.

The union said last week that Lubbe's action, in responding without the board's mandate, was one of "deep-rooted racism". It said Lubbe's activities had represented an attempt to bypass union board members.

The union condemned Lubbe's assertion that many of the board members were riding on the gravy train. Last October the board was restructured to include worker representatives, and members' benefits were extended.

The security industry's national forum was involved in wage talks until last month, when it broke down and the unions declared a dispute under the Labour Relations Act.

However, Wilson said Nusog was not bound by the forum's decisions because it had already withdrawn from it. He said the forum had no legal standing.

Jerry Ngcobo, the national coordinator for security and cleaning of the Transport and General Workers' Union, which represents the majority of unionised security workers, said Wilson and three other Nusog delegates had arrived late for a meeting and were "in no fit state to negotiate". He said Wilson had said he should excuse himself, and the other unions had all agreed.

Wilson denied Ngcobo's explanation. He said left the forum because the other unions were "doing sweetheart deals" and Nusog did not want to be a part of it. He wanted national bargaining replaced by regional negotiations.

Ngcobo said his union was concerned at Nusog's action because a lot of damage could be done to industry relations.

9

W Cape security guards go on strike

287

STAFF REPORTER

ARG 11/12/96

Members of the National Union of Security Officers and Guards (Nusog) today went on strike in the Western Cape in a bid to improve working conditions and wages.

The union, which claims a membership of 4 000, called the strike after mediation at a national forum failed.

The union is demanding a 50 percent wage increase and wants a provident fund and provincial bargaining forum to be set up.

Union leader Charles Wilson claimed the strike was legal, but Ian Newall of the Commission for Conciliation, Mediation and Arbitration said a certificate legalising the strike had not been issued.

Danie de Klerk, labour consultant for the Security Association of SA, said employers had a problem with the union approaching employers directly instead of negotiating through the national forum. Nationally, security unions were demanding a 15 percent wage increase, he added.

SERVICES SECTOR —
LABOUR.

~~P.C. TELECOM - GEN~~

1997

Security association aims to extend wage levels across SA

(287)

Reneé Grawitzky

BD 22/1/97

THE SA National Security Employers' Association warned yesterday it would urge the labour ministry to extend the security industry wage determination to those not party to negotiations and to all regions.

Association national chairman Tony Botes said once agreement had been reached on wages his association would request that wage determination 473 for the security industry be extended throughout the country. This request would be made despite the fact that the association represented only 15% of companies, but employed 80% of the industry's work force.

The wage determination promulgated last year did not cover all SA. Areas such as the former homelands, Brits and Heidelberg were not covered by legislation stipulating wage levels, so companies had relocated there in an attempt to circumvent minimum wage levels.

Meanwhile, mediation between security employers and unions covering more than 100 000 security guards continues next week under the auspices of the Commission for Conciliation, Mediation and Arbitration. The parties met in mediation last week, but were unable to finalise an agreement. The parties indicated yesterday they were not too far apart, with unions demanding a 15% across the board increase and the employer offering 12%.

Minimum wages as stipulated in wage determination 473 range between R701 and R1 000 a month.

Transport and General Workers' Union national co-ordinator Jerry Ngcobo said in an endeavour to reach agreement the unions had agreed to consider issues around flexibility and night allowances.

He said that once agreement had been reached on wages, the parties would commence discussion on the establishment of a bargaining council which could negotiate on actual not minimum rates.

Botes said the parties had also agreed to set up committees to investigate the future of the cash-in-transit industry, armed response industry and national key points.

During the transport strike last year, the future of cash-in-transit employees was raised.

Employers involved in the cash-in-transit business are divided over whether they should be covered by the goods transport industry council or wage determination 473.

CAPE ARGUS, **TUESDAY,** APRIL 15, 1997

Strike delays payment of Cape pensions

(388) (287)

ARG 15/4/97

Security union pickets

Delays in pension payouts at post offices in the Western Cape are being caused today as staff of Coin Security embark on strike action.

The South African National Union for Security Officers general secretary, Pieter Albertus, said today union members had embarked on a "protected" strike in compliance with the Labour Relations Act over wages.

Mr Albertus said that apart from pension payouts to post offices, another client affected will be First National Bank.

He said discussions with human resources director Tim Bax in Cape Town last night "came to nothing" and about 60 Coin workers were staging a peaceful picket outside the company's head office in Airport Industria.

"Only four vehicles out of a total complement of 23 vehicles servicing the Cape Peninsula went out on Tuesday morning," Mr Albertus said. "Most of the money, amounting to millions of rands, was still intact at the company's head office."

A Post Office spokeswoman, Julie Windell, said Coin had flown in drivers from Gauteng to deliver the maintenance grants, but workers were blocking the entrance at head office preventing vehicles from leaving.

Pensioners who had arrived at post offices and community halls since 6am had been asked to be patient and that the money would arrive.

"Police are presently negotiating with the workers," Mr Windell said.

About 20 paypoint offices including Maitland, Ruyterwacht, Ysterplaat, Goodwood, Milnerton, Cape Flats areas and Melkbosstrand on the Cape West coast are affected. – Sapa

Security strike delays welfare payments

(287)

CT 16/4/97

MARJOLEIN VAN REST

ABOUT 6 000 social welfare recipients had to wait several hours yesterday for their pension and child support payments when members of a security company that transports their money went on strike.

About 20 paypoints, including Maitland, Ruyterwacht, Ysterplaat, Goodwood, Milnerton, Cape Flats areas and Melkbosstrand on the Cape West Coast, were affected when Coin Security's Armed Banking Division members refused to work and gathered outside the company's head office in Airport Industria for a "protected" (legal) strike.

They claim the company is legally bound by an industrial agreement that sets salaries at R3 000 a month for security officers in their division.

Coin Security staff members in Cape Town earn half this amount, whereas their colleagues in Gauteng earn the full R3 000.

Mr Pieter Albertus, general secretary of SA National Union for Security Officers (Sanuso), said the agreement had been extended recently to Cape Town.

"Before this, Coin Security regarded Cape Town as a different region, in which the agreement did not apply," Albertus said. "Now that it does, the company still refuses to pay the proper amount."

Coin managing director Mrs Yvonne Bishop said the strike was about a dispute over the jurisdiction and demarcation of the Bargaining Council for the Motor Transport (Goods) Industry.

Coin Security believed the strike was unprocedural and intended to apply urgently to the Labour Court for it to be declared illegal, Bishop said.

Albertus said negotiations with management yesterday had been inconclusive and the strike would continue today.

Social welfare recipients were worrying as they waited to be paid. Mrs Wilma Farrell, a mother of four, said she wondered if the strikers knew children would be affected.

"You budget from the day you get the cheque," she said. "What are you going to do when it does not arrive and you run out of money—beg?"

(287) Star 21/4/97

Concern over private security training

By Trovis Lund

Recruits who have received only one week's basic training are armed by their private-sector security employers and sent out to guard customers – where they can be a danger to clients and even to themselves when a criminal attack is in progress.

An investigation by The Star about the inadequate training has been confirmed by the Security Officers' Board, which registers all security guards when they have completed their first level of training.

The board admits that almost three-quarters of the country's 164 276 men and women registered as security guards only have the lowest qualification – E-grade.

The Star started investigations because of concern at the number of security staff who are being killed and injured when they take action against crime.

No immediate changes are to be made to the regulations governing the registration of the guards, but Doug Nielson says the Security Officers' Board has drawn up a set of more stringent training requirements which they intend to have enforced by the end of the year.

The board is "emphatic" that minimum training standards, especially regarding firearms, must be enforced by the end of the year.

As long as security companies obtain licences for their firearms, they may issue the weapons to any registered guard, no matter how low their grading.

Gradings begin at E and end at A. Each grading is a week-long course and costs about R300

Checks that all guards at security companies are registered consist of surprise visits three or four times a year

Although Armed Response and Chubb Alarms admitted the board was "a bit slack" in checking up on companies, they said all their armed reaction officers had to be at least a C-grade and that they attended monthly refresher courses.

BBR Security said E-grade guards were armed and dispatched. The company said it was upgrading all armed reaction guards to a C grade. All officers also attended monthly "shape-up courses" which dealt with procedures on approaching premises being held up.

■ **Sapa** reports that Alison Moyo (33), a guard on duty at ANC offices on a smallholding at Doornkuil near De Deur in the Vaal Triangle, was shot and killed on Saturday.

'Hassle-free' plan to bring guards up to scratch

Star 29/4/97 (287)

By Trove Lund

A radical new training programme for security guards was officially adopted last week and has been hailed as one that can solve the R3-billion industry's most fundamental problem – untrained or inadequately trained personnel.

The Security Officers Board (SOB), with which security officers and companies have to be registered, adopted the Ubuntu method of training last Thursday after meeting the inventors Faan Roets, Johan Ras and Henrich Saayman.

The trio, who have been in the security business since the early 1980s, said their primary aim was to save the industry's waning public image by making training and upgradings accessible to all security personnel.

Security officers can acquire the "Ubuntu bible" for the grade they wish to attain and study it in their own time, instead of leaving work for a week or more to be instructed at a training school.

Using simple English and bold illustrations, the handbooks cover SOB objectives that guards must meet at each level. Chapters include practical exercises and comprehensive sets of questions.

Once proficient in all aspects of this "bible", guards will do theoretical and practical examinations at training centres that have adopted the Ubuntu training method.

Training on Ubuntu 'bible'

"The present system is putting the lives of officers and the public in great danger because, although security companies want to upgrade guards' training, they cannot afford to, and so they train guards to a grade E only, as it is the lowest level needed for registrations," said Roets, a former senior SOB training inspector.

Aside from the R2 000 a week it costs to send a guard for upgrading, security companies run the risk of losing employees on training to competitors who poach newly trained guards.

"This is a cut-throat industry. Stealing newly upgraded guards avoids bearing the training expense. While guards are away for training, companies also have to employ replacements. This causes union problems as replacements cannot simply be laid off when not needed," Roets said. He added that this explained why security companies trained guards to grade E level only and then made them do grade A, B and C work.

Roets said that close on 100 000 security officers now working in the industry are not trained for the level of work they do and three-quarters of all officers have only a grade E.

Another problem the Ubuntu method eliminates is that of the bogus security training centres which offer cheaper, one-day routes to grading certificates. Although the SOB has adopted the Ubuntu programme, it will still accept other training courses run in the country's 370 accredited training academies.

Funeral directors will now speak with one voice

(287)

Star 9/6/97

There are three recognised funeral directors' associations in South Africa, all of which have strict codes of conduct.

Oldest and most established is the National Funeral Directors' Association (NFDA), which is 40 years old. The association has regional meetings every quarter and a national annual meeting.

The NFDA was responsible for the development of the two-year correspondence course, which is available for prospective funeral directors. The course has been running for three years and produced its first graduates last year.

It also organises the Funerex exhibition, which is held every three years.

The Independent Funeral Directors' Association of Southern Africa represents privately owned firms from as far afield as Botswana and Swaziland.

The National African Funeral Undertakers' Association (NAFUA) has the largest number of members. NAFUA concentrates on issues such as the cost of services, maintaining standards and encouraging registration.

The three associations are forming an umbrella federation, the Funeral Federation of South Africa.

The federation will have a joint voice among funeral directors and undertakers and act in the best interests of the funeral profession.

Funeral directing is far more formalised today than it was in the past, offering young people qualifications, certain career paths and security while consumers have a far more regulated, organised industry that guarantees a 24-hour, 365-day-a-year quality service.

Officials to be trained in softly, softly approach to sex workers

Star 14/6/97 (287)

By DARRAN MORGAN

Gauteng policemen, nurses and other government officials are to be trained to deal more sympathetically with prostitutes as a first step to decriminalising sex work in the province.

Sylvester Rakgoadi, deputy director of policy at the Gauteng safety and security ministry, said work would begin this month on an action plan to educate and "sensitise" officials who work with prostitutes.

The Government intended softening its stance on prostitution in a bid to curb the spread of Aids and free up members of the SAPS to allow them to focus on more serious crime.

Rakgoadi said the Government hoped that a new "softly, softly" approach would significantly improve the living conditions of sex workers.

"Issues need to be isolated and prioritised and the appropriate people and organisations need to be informed of the part they have to play," he said.

The move to decriminalise the world's oldest profession was initiated by Gauteng Safety and Security MEC Jessie Duarte in May 1996. Her proposals were initially met with fierce opposition from churches and lobby groups.

Duarte hosted a two-day conference in Johannesburg in November to promote the ministry's views on the eventual decriminalisation and destigmatisation of sex work.

The conference, attended by sex workers, brothel owners, legal experts, church groups and representatives of the health, justice and police ministries, ended with many groups agreeing with the principle of decriminalisation, which would involve applying the law more sympathetically rather than legalising sex work completely.

The conference heard that the best way to guarantee civil liberties, while also easing the legal burden on the state, was to recognise the basic right of women and men to sell sexual services and to allow orderly, well-managed brothels and places of entertainment, to operate without the threat of criminal censure.

A task team was mandated at last year's conference to compile a report discussing the various practical issues raised.

Niko Knigge of the Gauteng health department's Aids directorate believes that changing the law is the first step towards improving the lot of prostitutes.

"Once law is in place which guarantees the sex worker the right to do business, it will become possible to motivate for budgets to improve the services we provide to cater specifically to sex workers' needs."

Other groups believe the sale of sex should be legalised outright. "Repealing the offending law would really only be the first step in the process of bringing sex workers under the full protection of the law," according to Lisa Foreman of the Aids Law Project at the Centre for Applied Legal Studies.

But even some in the business are in favour of the status quo. The believe that over-regulation would have the effect of destroying guarantees of anonymity, which suit both sex worker and client.

At the same time, the criminalisation of those who profit from child prostitution and abuse would necessarily have to be enforced and strictly policed.

NEWS

Hookers hail legal status, but fear tax

ARG 10/7/97

(294) (287)

Red light district also wanted

ASHLEY SMITH
STAFF REPORTER

News of court action to legalise prostitution has surprised Cape Town's sex-for-sale industry, and hookers fear they will have to pay tax.

Ivan Standbridge, co-owner of the Erotica escort agency in Cape Town, said it was high time prostitution was legalised and controlled.

He said prostitutes walking the streets did not have regular checkups for sexually-transmitted diseases, but his employees did and clients were always asked to wear condoms.

Mr Standbridge said legalising prostitution would mean the trade would be "kept clean" and brought under an organisation that would regulate it effectively.

Mandy, who has been working for escort agencies for three years, said she was wary about legalising prostitution because it would mean tax would be deducted from her earnings.

"In the escort agency setup, a client is asked to pay, say, R200 an hour. Of that R200 the agency gets R60 and we get R140. If prostitution becomes legal what would I take home at the end of the day?" she said.

"But I agree with Ivan that those girls who sell their wares on the street should be forced to join agencies as such girls create a bad impression of Cape Town" she said.

"Imagine being a tourist, who is perhaps used to the setup in Amsterdam's red light district, driving into Green Point and getting propositioned in his car – a practice that is totally unacceptable in more sexually-liberated societies," she said.

Chené, who has been an escort for three years, said she believed a red light district would not be a bad idea for Cape Town.

"If we had all the prostitutes plying their trade in the same area, all regulated and legal, it would go a long way towards creating a safer environment for clients and those who ply the trade," she said.

David Saltzburg, who has run escort agencies in Durban, Port Elizabeth and Cape Town for 17 years, said that in his experience 90 percent of escorts were single mothers who had turned to prostitution for the money.

He said: "The government should legalise this industry if only for the tax it would receive. Perhaps it's time we stopped trying to go forward on these square ox-wagon wheels of the past."



DOUG PITHEY

Hot news: an escort with yesterday's Cape Argus report on legalised prostitution

Prostitution law to stay for now

ct 11/7/97

(287)

MELANIE GOSLING
STAFF WRITER

THE hooha from the Western Cape and Gauteng governments about decriminalising prostitution may be hot air, say experts.

They say the provincial authorities do not have the power to order police not to enforce a law.

But talk of setting up red light districts makes good politics say observers, and politicians' comments should be seen in that light.

Western Cape Police MEC Mr Gerald Morkel said yesterday he would tell the provincial cabinet that he intended to "decriminalise" the sex industry. His claim follows the announcement by the Gauteng government that they would make such a move.

Ms Esther Steyn, of the University of Cape Town's law faculty, said yesterday the Sexual Offences Act, which makes prostitution illegal, was national legislation and could only be scrapped by the central government. Until then, police had a legal duty to enforce it.

"These statements may send out a message that prostitution is now legal, which is untrue," said Steyn.

Police provincial commander of general investigations Mr André du Toit said: "While the law is there, we will enforce it. It is our duty to do so. Police will continue to arrest people for prostitution while the Sexual Offences Act is on the statute books."

Justice Minister Mr Dullah Omar's spokesman, Mr Paul Setsetse, said yesterday the ministry reserved its stance.

● **ROBERT BRAND** reports that Constitutional and Provincial Affairs Minister Mr Valli Moosa's office yesterday said provinces could "deprioritise" offences such as prostitution, and allocate police resources to other priority crimes.

Provinces, however, could not amend national legislation such as the Sexual Offences Act. Steps to legalise prostitution would have to come from the justice department, said Valli's spokesperson, Mr Mpho Mosimane.

Escorts ready for battle to legalise the oldest profession

ARG 12/7/94 (284)

OWN CORRESPONDENT

Pretoria – An escort agency madam here has decided the time has come to lock horns with the Government over the legality of the oldest profession in the world.

Ellen Jordan, former owner of Le Chic escorts in Sunnyside, is one of three women who are challenging the constitutionality of South Africa's Sexual Offences Act of 1957, which outlaws prostitution.

Mrs Jordan, as well as her former employees Christina Jacobs and Louisa Broodryk, appeared in the Pretoria Magistrate's Court earlier this year on charges of prostitution. Now they have decided to lodge an appeal with the High Court.

'We would like to see legalised prostitution in cosmopolitan areas'

But their legal action is aimed not only at the institutions who oppose prostitution on an ethical basis, but also at the fly-by-night pimps and prostitutes who operate from home.

"I just became fed-up with the whole situation that an escort club has to go through. The rigmarole of getting a business license, paying salaries, doing maintenance, and training staff. In short - you operate like any other business.

"But the next thing that happens, you've trained a girl for months, she gets herself a flat, her whole family moves in and she operates as an escort from home.

"Her only additional expense is putting a classified ad in a newspaper. But the moment when the public and the churches and everyone gets fed-up with pornography and child molestation, who are the sitting ducks in the pond? It is the registered escort club owners, the people who operate like genuine businesses.

"Girls who operate on their own, get busted once and the very next day they move to new premises and open for business again," says the woman who has made a career out of something she once moonlighted at to get herself out of dire straits.

If the High Court rejects the appeal of Mrs Jordan and the two others, they are taking their case to the Constitutional Court.



Former owner: Ellen Jordan outside Le Chic

Mrs Jordan also pointed out that advocates of the legalisation of prostitution do not want red light districts being developed anywhere. "We would like to see legalised prostitution in cosmopolitan areas like Sunnyside," she said.

Mrs Jordan is undertaking a research project to the Netherlands as soon as the final judgement in the court is heard and is launching an association that could regulate the profession.

Pretoria club owners met to discuss the formation of an association a few years ago, but the time was not ripe. Now Mrs Jordan hopes that if prostitution is legalised, the Government, NGO's, and even churches could get involved.

'The whole case is about calling time out. We have had enough abuse'

"But I don't want to fight for legalising the profession if society sits back, like they are doing now, and the moment one mentions prostitution they get on their high horses but do not have a clue about what it all entails."

Although success in the Constitutional Court would mean that the only prostitution still outlawed would be public solicitation and the involvement of minors, Mrs Jordan opposes any informal prostitution.

And not purely for financial gain, she says. She is tired of the treatment being dished out to the working girls and boys.

Drugs and violent pimps do not necessarily form part of the life of club girls - prostitutes who work for an escort agency - but it is very common among streetwalkers. And streetwalkers would probably benefit the most if the profession was unbanned. "The whole case is about calling time out. We've had enough abuse," says Mrs Jordan.

At present there is no reliable method of ascertaining how many prostitutes operate in Pretoria, and nationwide estimates would pose a significant problem unless this thriving business is regulated.

Mrs Jordan also hopes to see rehabilitation centres open for girls who want out. But it's a hard game to leave – at the end of a slow month a club girl can expect a salary of about R15 000.

At present about 18 escort clubs in Pretoria are registered as businesses (with seven to 15 girls a club), but Mrs Jordan believes at least 300 separate operators – clubs and otherwise – advertise in daily newspapers.

Security firms may be off limits to ex-forces men

ARG 16/7/97

(287)

ARGUS CORRESPONDENT

Durban – Policemen, soldiers and intelligence officers who resign could soon be prevented by law from joining private security companies – as part of the Government's crackdown on lawlessness.

Deputy President Thabo Mbeki has alleged that security elements from the former government are involved in organised crime syndicates.

The Government was concerned about the role of private security companies in crime, and the number of policemen, soldiers and intelligence officers who had resigned and were now working for private security firms, he said.

A bill proposing tighter government and civilian control of private security companies is to go before the National Assembly's safety and security committee later this year.

ANC MP Luwellyn Landers said there was a need for a cooling-off period of about five years for resigning policemen, soldiers and intelligence officers.

"We have been concerned for some time about the role played by former security force members in crime.

"There has been a proliferation of private companies established by these men. There is clear evidence that some are involved in crime and criminal activity."

Mr Landers said there had been consultation on how to deal with this problem and there was broad consensus among lawmakers and cabinet ministers that a "cooling off" period of about five years should be imposed upon people leaving the intelligence and security forces.

During this period they would not be able to work in the private security network.

Mr Landers said this was necessary "because of the sensitivity of information they had and their knowledge of methods used by the security forces".

Industry sources saw problems with the pending legislation. For most policemen and soldiers, the only move they could make was into a private security company, a security source said.

Many serving officers did not see themselves progressing in the forces in the current circumstances.

The security officers' board has still to respond formally.

Dave Marshall, chief executive of Business Against Crime, said unless the the Government had a no-nonsense, zero tolerance approach to crime, it would struggle politically. The organisation was busy with a bottom-up approach to mobilise communities into a partnership with the authorities to deal with crime.

New move on prostitutes

ARG 13/8/98 (287)

CLIVE SAWYER
POLITICAL CORRESPONDENT

As the Government faces a Constitutional Court action by three women who claim it has violated their right to live by prostitution, the Department of Justice is circulating a gender policy document calling for views on whether to regulate or outlaw prostitution.

The department has circulated the document to all interested parties.

It has invited them to a workshop next month to discuss their responses to various issues raised in the gender policy proposals.

Those taking part are expected to include churches and non-governmental organisations, probably including those on women's rights.

But the ministry says legalisation of prostitution is not an option offered by the document.

"The document only suggests regulation, not legalisation," said Paul Setsetse, representative for Justice Minister Dullah Omar.

It was not yet clear whether the minister would be a respondent in the coming Constitutional Court hearing, Mr Setsetse said.

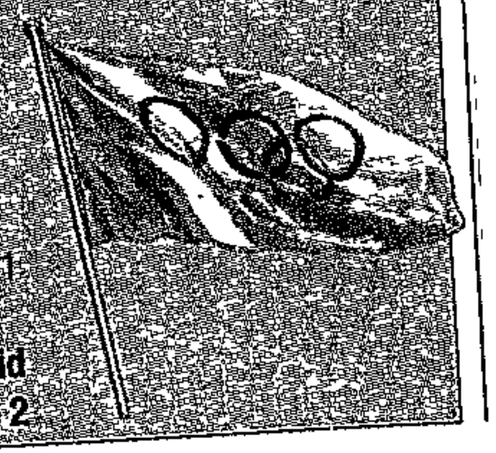
However, the department's legal department, responsible for assisting the state in defending court cases, would be involved, he said.

The case in the Constitutional Court arises from a conviction in terms of laws on prostitution, which the applicants are expected to claim are unconstitutional because of constitutional guarantees of the right to choose an occupation.

2 3 OLYMPIC BID DAYS TO GO

■ Stockholm sporting federations sent an open letter to the anonymous group behind a series of attacks against sports venues in Stockholm, pleading with them not to ruin the city's Olympic bid. 'Enough is enough! Stop destroying sports venues!' the letter reads. 'The entire sporting movement is in despair and angry. You should know that it is sport as a whole, children and youths, that are affected.'

Latest odds:
Rome 4-6
Cape Town 9-4
Athens 3-1
Stockholm 8-1
Buenos Aires 50-1



Olympic bid reports, page 2

Legal status for sex workers hotly contested

M+G 5-11/9/97

Gustav Thiel

Three Pretoria prostitutes, Ellen Jordan, Louisa Broodryk and Christine Jacobs, plan to petition the Constitutional Court later this year to legalise their business.

Opposing their application, Pretoria's attorney general will cite a recent study that claims prostitutes spread Aids and rob their clients. Attorney Rachel van der Walt, who is assigned to the case, insists that legalising the sex industry will compound these problems.

The study, hailed by Van der Walt as "the most complete and comprehensive of its kind ever", was commissioned by an American company, which wants to remain anonymous It was compiled by a Pretoria woman Van der Walt describes as "remarkable".

The woman, who also wants to remain anonymous "because revealing my name might jeopardise future projects", uses the name "Oumies" when dealing with prostitutes in Pretoria. She has been conducting studies for foreign donors for 15 years, looking at illegal practices in a number of industries, such as horseracing, often at some danger to herself.

Her report will be a crucial component of Van der Walt's case.

For the study of prostitution, she used high-tech video and audio equipment, which was placed strategically in areas where the women operate. This was done with the permission of the authorities.

Says Oumies: "I spent eight months among the prostitutes of Pretoria and other cities and I can say without doubt that, while they are not bad people, they are responsible for spreading Aids and robbing their clients blind."

Her report estimates more than 10 000 full-time prostitutes operate in South Africa, most of them in Johannesburg and Pretoria — although thousands are leaving Johannesburg because they fear for their safety.

Her most startling finding is that more than 97% of all prostitutes' clients are married men and less than 5% of these men and the prostitutes use contraceptives when having sex. Although she distributes more than 10 000 condoms to prostitutes every week in Pretoria alone, these are resold to schoolchildren.

The only device used by most prostitutes is a bath sponge inserted into their vaginas. Oumies says while this provides some protection, the women use it more to absorb the shock of having to cope with an average of 30 clients a night.

Pretoria's prostitutes were willing to test for Aids, she says, although those who tested positive said they would carry on working.

In Pretoria, 168 of the 545 women in the study tested HIV-positive, in Johannesburg 323 of 630 women and in the Free State 69 of 256. Oumies also tested 136 male clients in Pretoria, and 62 of them tested positive. More than 50% of their wives also tested positive.

"If we legalise prostitution, you can rest assured that Aids will spread even more rapidly. The girls and their clients simply don't use contraception. We are staring a major catastrophe in the face," she says.

The report claims that 99% of all prostitutes engage in some form of criminal activity, like using drugs, robbing their clients, spiking clients' drinks and stealing their possesions while they are asleep.

"Almost all the men will not lay charges because they are married," Oumies says. "This is a huge problem and will probably never be solved. The only answer that I have is for these men to try and find satisfaction at home. But I have seen that paying for sex becomes addictive and the men just can't stop themselves." She says the majority of clients are professional men with successful careers. In Pretoria a sizeable number of clients are diplomats.

Most of the prostitutes, Oumies found, have matric certificates "and it is not as if they need to sell their bodies. They do it because the money is good. I found suitable alternative employment for 27 prostitutes in Pretoria, but within a week 24 of these were back on the streets.

"My final assessment," she states in the report, "is that the legalisation of prostitution will be a regressive step in the struggle to establish equality between men and women."

The prostitutes will argue at the Constitutional Court that legalising their industry will provide more safety for sex workers. The authorities would then have to make Aids tests for prostitutes and their clients compulsory and police would provide protection for clients and prostitutes. Legalisation would help eradicate the stigma attached to the profession.



Good-time girls: A study being used to oppose legalising prostitution says sex workers 'do it because the money is good'. PHOTOGRAPH: DANNY HOFFMAN

Prostitutes in taxman's little black book

BD 6/10/97 (287)

AMSTERDAM — The Netherlands' parliament is expected to pass legislation soon putting the country's brothels and their employees on the tax roll.

From next year, most of the nation's 30 000 prostitutes will have to report their earnings and pay taxes.

The news was met by a mixture of resignation and resentment in Amsterdam's red light district. "We got rid of the pimps; now we have the tax people after us," said one woman.

While the government has required brothel workers to hand over the 17,5% of VAT they are expected to charge their clients, very few have done so.

By legalising bordellos, the government would reap a portion of the profits of the Dutch sex industry which, excluding pornography, generates more than $500m a year.

Supporters of the tax crackdown say it will mean new transparency in bordellos; give police more power to clamp down on those involved in drugs or weapons trafficking; and give prostitutes greater legal protection.

The new law will not affect street prostitutes, but those in brothels will have to give their employers proper working documents and pay taxes. "A prostitute will work as any other employee who works for a company," justice ministry spokesman Wijnand Stevens said.

One sex worker welcomed the move. "Everyone has to pay taxes. Why not us? When I pay taxes, I can have a bank account, credit cards, a loan for a mortgage ... be a normal citizen."

Prosex, an accounting office that opened recently to give prostitutes tax advice, said their clothes, mobile phones, travel expenses and even visits to the hairdresser could be written off as business costs. Authorities have agreed not to pursue back taxes.

Andre van Dorst of the Dutch Brothel Owners' Union said: "If I go into a brothel today and tell the women the tax inspector is coming, they will flee in a minute."

In Britain, about 2 000 new tax inspectors will also be targeting prostitutes to ensure their earnings are fully taxed. The inspectors, dubbed "ghostbusters" by inland revenue, will prowl around telephone booths to check the numbers of call girls advertised. — Sapa-AP, Reuter.

Unions, employers fail to agree

Sowetan 16/10/97 (287)

By Shadrack Mashalaba

THE Transport and General Workers Union (TGWU) and five other trade unions have declared a national dispute with the South African National Security Employer Association (Sansea).

The dispute was declared by the unions after the employer body allegedly reneged on an agreement reached at the Commission for Conciliation, Mediation and Arbitration (CCMA) on February 28.

TGWU national coordinator Jerry Ngcobo said Sansea agreed to further negotiate before the end of the year the demands which would have paved the way for their implementation.

These demands include the establishment of a national provident fund for the industry, dog and fire-arm allowances and a guaranteed 13th cheque.

Legal opinion

Ngcobo said they had referred the matter once again to the CCMA and would be seeking legal opinion on the latest state of affairs

Other unions involved in the dispute include the Motor Transport Workers Union, Professional Transport Workers Union, National Security Guards and Allied Workers Union, South African Cleaners, Security and Allied Workers Union, and the National Security Guards and Allied Workers Union

"The employer body wants to delay the matter until next year.

"If a compromise cannot be reached, the industry faces possible unrest as workers believe these benefits are long overdue," Ngcobo said.

Sansea chairman Mick Bartmann denied that they had agreed with the unions to implement their demands.

Morkel hints at Cape red-light districts

ARG 29/10/97 (287)

CLIVE SAWYER
POLITICAL CORRESPONDENT

Western Cape Police Minister Gerald Morkel says he is prepared to consider allowing red-light districts.

He was speaking at the National Party's Western Cape congress in response to complaints by the party's Koeberg branch about a proliferation of prostitution and drug dealing in the area.

The branch said there was more and more drug trafficking and prostitution, especially in Brooklyn and Ysterplaat.

In Brooklyn entire blocks of flats had been bought by drug dealers and were being used as outlets. Principals of schools in Brooklyn and the Koeberg area had noted a change in behaviour among children who had seen how drug dealers flashed money around.

There were several sex shops and "hostess clubs" in the area.

The branch asked the National Party to carry out research on the problem to find ways of confining the operations of hostess clubs to specific suburbs.



Morkel: 'pragmatic'

Mr Morkel said illegal drug dealing was the largest business in the world. He also said it had been estimated there were about 5 000 prostitutes in the province. However, prostitution was not one of the 32 crimes identified as priorities by the Government.

If prostitution could not be eliminated totally, consideration could be given to having red-light districts where health regulations could be enforced.

As a Christian he was "totally against" prostitution but living in the real world meant having to accept the reality of prostitution and trying to regulate it.

Hookers' assets to be listed

ET(BR) 5/11/97 (287)

MPHO MANTJIU

Johannesburg — After months of debate, Gauteng was on the verge of becoming the first South African province to decriminalise prostitution, a spokesman for the department of safety and security said yesterday.

The department held a meeting on Friday with government departments and religious groups to decide the issue.

When legalised, sex workers will benefit from the new Labour Relations Act and the government will keep track of their earnings.

The decision came after extensive consultations and strong opposition from certain religious groups. But the controversy arose months ago when four judges from Pretoria expressed their disapproval, creating tension between them and their four counterparts in Johannesburg.

Ismael Lagardien, the department of trade and industry's spokesman, said the sex industry's profits could be measured if it was regulated.

Vincent Hlongwane, the health department's spokesman, said sex workers would have to register their profits and declare their assets He said his ministry's emphasis was on safe activity and its main concern was to prevent the transmission of sexual diseases, particularly HIV/Aids.

A sex worker said the decriminalisation of prostitution would lessen police harassment and exploitation.

The ministry of welfare and population development said prostitution fell in the arena of labour.

It said that although there were serious concerns over health, regulation would assist in controlling the industry.

The department of labour said that because the players in the industry defined the practice as a form of employment, they would be expected to provide data and register profits.

The department said prostitution was a problem that could not easily be eradicated. Legalising the practice would help policing and stop the exploitation of sex workers.

Hookers get green light

Legal prostitution on cards for W Cape

ARG 6/11/97 (287)

LINDSAY BARNES AND CECILIA RUSSELL
STAFF REPORTERS

Prostitution is "highly likely" to be decriminalised in the Western Cape, Police Minister Gerald Morkel said today.

He said the provincial government had "no choice" but to do so – and it would also have to consider legalising shebeens.

He is to instruct his office today to draw up a memo telling the provincial cabinet of his intention to decriminalise the sex industry.

The announcement follows a decision by the Gauteng government yesterday to decriminalise prostitution, after it adopted a task team report. The report was commissioned by the province's safety and security MEC, Jessie Duarte.

Mr Morkel said he hoped the issue would be put on the Cabinet's agenda in December but may have to wait until January.

At the National Party's Western Cape congress last week, Mr Morkel said he was prepared to consider allowing red-light districts in the province, in response to complaints about a boom in prostitution and drug-dealing from the party's Koeberg region.

"I think we have to (decriminalise prostitution). We don't have a choice and it's the same with shebeens. But this needs Cabinet approval," he said today.

At the NP congress, Mr Morkel said there were about 5 000 prostitutes in the province and that prostitution was not a priority crime for police.

Although changes to the Sexual Offences Act of 1957 are needed to decriminalise the oldest profession nationally, prostitutes in Gauteng no longer need fear harassment.

Gauteng is the first province to make such a move and it is expected that pressure will mount on other provinces and the national government to follow suit.

The Gauteng report will also be forwarded to the national ministries of safety and security, justice, education, labour and welfare, and will be used to lobby for changes to the Sexual Offences Act.

The resolution is expected to free the police from mounting sting operations on prostitutes and allow authorities to regulate and monitor the sex industry.

Safety and Security deputy director Sylvester Rakgoadi said yesterday the resolution would accord greater protection to prostitutes and enable the law to deal more effectively with the exploitative aspects of the business. It would make it easier for prostitutes to report rape and violent crime.

But pimps and sex trade traffickers and those who deal in child prostitution will face renewed and even increased sanctions.

* Have Your Say, page 14

Prostitutes get the green light

(287)

Gauteng decision will ensure more effective and tougher control over pimps, traffickers and child sex offenders

Star 6/11/97

By Cecilia Russell

Pimps and prostitute-traffickers will come under increased scrutiny from the authorities following the Gauteng government's decision yesterday to decriminalise prostitution.

Although changes to the Sexual Offences Act of 1957 are needed to decriminalise the profession nationally, prostitutes in Gauteng no longer need live in fear of harassment following the adoption of a report of a task team by the Gauteng cabinet yesterday. The report was commissioned by safety and security MEC Jessie Duarte.

Gauteng is the first province to make such a move and it is expected that pressure will mount on other provinces and the Government to follow suit.

The report will be forwarded to the national ministries of safety and security, justice, education, labour and welfare, and will also be used to lobby for changes to the Sexual Offences Act.

The resolution will free the police from mounting sting operations on prostitutes and enable authorities to regulate and monitor the industry. It is estimated that the industry employs more than 10 000 people in Johannesburg alone.

Safety and security deputy director Sylvester Rakgoadi said the resolution would accord greater protection for prostitutes and enable the law to deal more effectively with the exploitative aspects of the business. It would also make it easier for prostitutes to report rapes and other violent crimes.

"The resolution passed by the cabinet enshrines the principles of the rights of sex workers to protection from the law, and enables them to enjoy rights as human beings and as workers," Rakgoadi said.

But while prostitutes' civil rights are to be protected, pimps and traffickers who trade in human beings and those who deal in child prostitution will be the focus of renewed and even increased sanctions.

The task team report recommends that child prostitutes be decriminalised. But procurers, clients and intermediaries in child prostitution will be held criminally responsible. The Gauteng welfare department is considering the establishment of a register for child prostitutes so that welfare services can be provided to them.

Task team member and researcher Janet Wojcicki said prostitutes would now have recourse to labour laws "which should regulate the practices of the pimps, and break the vicious cycle of exploitation which the illegal nature of the work encourages"

"This resolution is a brave and sensible thing. Apart from the obvious benefits for sex workers, there are many more serious crimes in Johannesburg and police will now be freed to [illegible]. The challenge is to regulate or monitor sex workers without further stigmatising this section of the population," Wojcicki said.

▶ More reports
Page 2

GARY BERNARD



Ice-breaker ... Jody, who welcomes and entertains Little Holland's clients, says she hopes the taxman will not be the next man to knock on her door.

Sex worker now glad to be in the mainstream

By Darran Morgan

Jody is an experienced sex worker who plies her trade from one of Sandton's better-known bordellos, known as Little Holland.

Talking last night about the Gauteng government's decision to decriminalise sex work, she said: "I'm thrilled the business has been decriminalised. Now we can't be seen as third-rate citizens any more."

Jody has worked her way off the streets of Hillbrow and has operated from mink-and-manure-belt brothels for the past two years because of the security available.

Now she is hopeful that she and her colleagues will soon have previously unheard-of benefits in this trade, such as unemployment insurance and paid leave if she falls ill.

She does, however, share the reservations of other sex workers. "I hope this means I don't have to pay tax on what I earn here – God knows I pay enough tax every time I buy anything," she said from Little Holland in Sunninghill, Sandton.

Jody and her colleagues say they can expect to earn up to R5 000 on a "good day".

The women pay Little Holland owner Mirielle Snyman a standard levy for each shift, but would not say last night what the levy was

4th matric student commits suicide

By Gill Gifford and Cecilia Russell

A lack of teachers, insufficient psychological resources at schools and huge classes make it difficult for teachers to identify teens in distress, says a principal following the fourth teen suicide in just over a week.

Hannes Coetzee (15), a grade nine pupil at the Hoërskool President in Ridgeway, south of Johannesburg, shot himself in the head on Tuesday. "Hannes was one of our best pupils," principal Buks de Jager said.

Liesel Erasmus, deputy head girl of Hoërskool Ferdinand Postma in Potchefstroom hanged herself last week.

Also last week, Nadia van der Merwe, a matric pupil at Hoërskool Helpmekaar in Braamfontein shot herself in the head.

Denver du Preez of the Hoër Tegniese Skool, Sasolburg hanged himself on Monday.

Clinical psychologist Mary Robertson said that statistics on teenage suicide show "5,5 South African teenagers in every 100 000 take their own lives. The risk is much higher in white communities, where the figure is 17,5 per 100 000".

Lifeline has developed "Teen Line", a service in which adolescent counsellors are trained to help their peers.

People in distress can call the SA Federation of Mental Health (011) 725-5800; or Lifeline, with trained counsellors: Johannesburg – (011) 728-1347; Pretoria – (012) 46-0666; West Rand – (011) 953-4111 or East Rand – (011) 422-4242; or the Trauma Clinic: (011) 403-5102

▶ Maths paper leaked
Page 3

Police still have their hands full

Star 6/11/97 (287)

By Derek Rodney
Crime Reporter

It's business as usual for several specialist units dealing with prostitution, despite the Gauteng legislature's resolution to decriminalise the world's oldest profession.

Captain Blackie Swart of the aliens investigation unit yesterday said the unit would continue to pressure illegal foreign prostitutes plying their trade in Gauteng and warned brothel owners that its campaign would intensify over the festive season.

Detectives have arrested and deported more than 100 women this year and, according to Swart, the unit is aware of at least 200 illegal foreign prostitutes in the province.

"We are going to step up our operations and have already targeted about a dozen clubs in Johannesburg for attention," he said.

The SA Narcotics Bureau's chronically understaffed vice squads now investigate cases on a complaints-only basis. Johannesburg vice squad member Inspector Ronald Kroezen said yesterday the unit was not busy with any prostitute cases because it was more geared towards countering drugs.

Captain Edward Hutcheons of the Johannesburg domestic violence and child protection unit said the Gauteng resolution would do little to alleviate the pressure facing the 17 detectives of the unit who have to deal with all criminal cases involving children reported at the 21 police stations and six satellite stations which make up the Johannesburg policing area.

"All we can do now is chase the "steamers" (clients) and the child prostitutes from one area to another by visible police operations.

"Even if police arrest prostitutes, some of whom are as young as 13, there is no place to put them as places of safety run by the Department of Welfare are already bursting with children convicted of serious crimes," he said.

Decriminalisation likely to make health care and education more accessible

(287) Star 6/11/97

By Anso Thom

Decriminalising prostitution in Gauteng will not remove the stigma, but it will make health care and education more accessible to prostitutes, say health workers.

It is likely that prostitutes, who have been forced to work underground, will now feel more comfortable about undergoing Aids tests, approaching counsellors who will in turn instil them with the confidence to reject a client who refuses to practise safe sex.

Herman van der Watt, who has managed Aids Outreach programmes for the past seven years, said decriminalisation would create easier access for prostitutes as well as for health workers.

"We have had a hard time reaching them. They are suspicious and think we are undercover cops. Hopefully brothels in the northern suburbs and hotels will now give us access to their workers," Van der Watt said.

He pointed out that prostitutes would now have the confidence to report rape, assault and abuse by a client.

Sally Shackleton of People Opposing Woman Abuse said that although it was a positive move, prostitutes would – like any other women – find it difficult to report a rape at a police station.

"The stigma will remain for a number of years," she said.

Lisa Vetten, educational coordinator of the Sexual Harassment Education Project, said it would take a long time for people to stop viewing prostitutes as "poor, helpless victims, or sin incarnated".

She expressed the hope that prostitutes' working conditions would improve as well.

Gauteng 'cannot legalise prostitution'

~~286~~ ~~287~~ BD 7/11/97

(287)

Nomavenda Mathiane and Pule Molebeledi

OPPOSITION parties in the Gauteng legislature yesterday dismissed Safety and Security MEC Jessie Duarte's moves to decriminalise prostitution, saying that the provinces did not have power to repeal the Sexual Offences Act.

The Democratic Party (DP) and the Inkatha Freedom Party (IFP) said the repeal of the legislation was a national competency.

IFP whip Gertrude Mzizi suggested that Duarte was "usurping" authority because the provinces did not have meaningful powers. The IFP believed sex work was a complex issue and associated with criminality. Prostitutes were sometimes used as illegal drug couriers, and brothels were a breeding ground for child pornography, she said.

DP member of provincial legislature Peter Leon said Duarte's concern for the rights of prostitutes should not be elevated above her department's duty to protect the residents of Gauteng from murderers, rapists and hijackers. The decriminalisation of sex work was not a priority, as it did not pose a serious threat to the lives and property of ordinary people.

"Ms Duarte is taking on an issue which falls outside of her responsibility as a provincial MEC. The legalisation of prostitution is a national competence which should be handled by the Justice Ministry," Leon, who is a constitutional lawyer, said.

He said the decriminalisation of prostitution would require far reaching changes to regulations and legislation as the issue was dealt with in various pieces of legislation.

Gauteng Safety and Security deputy director Sylvester Rakgoadi conceded that the act could only be repealed by Parliament. But he said Gauteng had initiated a debate and would forward its recommendations to the justice ministry.

Justice Minister Dullah Omar's spokesman Paul Setsetse would not comment on the issue, pending the outcome of the gender policy document.

The document, which dealt with prostitution, had been released to stakeholders for discussion in April this year. Depending on the comments it received, the ministry would decide whether it would amend the law.

The National Party's Gauteng legislature spokesman Johan Kilian said the NP rejected the proposed legalisation of prostitution on moral and ethical grounds. It called on South Africans to mobilise and resist "this systematic spiral towards total moral decline in SA".

Sapa reports Mpho Msoimane, provincial affairs and constitutional development ministry spokesman, said yesterday provincial governments did not have the constitutional authority to decriminalise prostitution.

However, provinces did have the power to "deprioritise" offences such as prostitution and allocate police resources to other priority crimes, he said.

Steps to decriminalise prostitution would have to come from the justice department, he said.

Govt reacts to Gauteng prostitution plans

(287)
Star 7/11/97

Provinces do not have the legal power to amend laws on sex workers, but can 'de-prioritise' offences

By Robert Brand

The Government has reacted cautiously to moves by Gauteng province to decriminalise prostitution, saying although provinces could direct police not to prosecute prostitutes they did not have the legal power to amend prostitution laws.

Constitutional and Provincial Affairs Minister Valli Moosa's office yesterday said provinces could "de-prioritise" offences such as prostitution and allocate police resources to other crimes.

Provinces, however, could not amend national legislation such as the Sexual Offences Act. Steps to legalise prostitution would have to come from the justice department, Valli's spokesman Mpho Mosimane said.

The Gauteng cabinet this week gave its stamp of approval to a report by a task team which recommends that prostitution be decriminalised, opening the way for regulation of the industry.

But Safety and Security MEC Jessie Duarte, whose department sponsored the report, said the "decriminalisation of sex work" could not be implemented without national consensus.

The task team report has been submitted to the national ministries of safety and security, justice and health and welfare for consideration, Duarte's spokesman Mbulelo Musi said.

"Only on the basis of national legislation and when a (national) policy framework has been adopted can the issue of decriminalisation be implemented in the province," Musi said.

He confirmed that the provincial cabinet had "in principle" approved the task team's recommendations, but said this should be seen as a statement of intent rather than a policy to be implemented with immediate effect.

Gauteng police said in future they would focus their efforts on child prostitution and illegal aliens working as prostitutes.

However, a spokesman for the SA Narcotics Bureau said police were obliged to act on a complaint from the public, and in case of a complaint they would act against local prostitutes as long as present legislation remained in force.

A spokesman for Safety and Security Minister Sydney Mufamadi, Thembi Mboifa, said the decriminalisation of prostitution was still in the early stages of "a consultative process".

She said Mufamadi still had to study the task team's report, which would then be submitted to the executive coordinating committee, which consists of the minister and the safety and security MECs from all nine provinces.

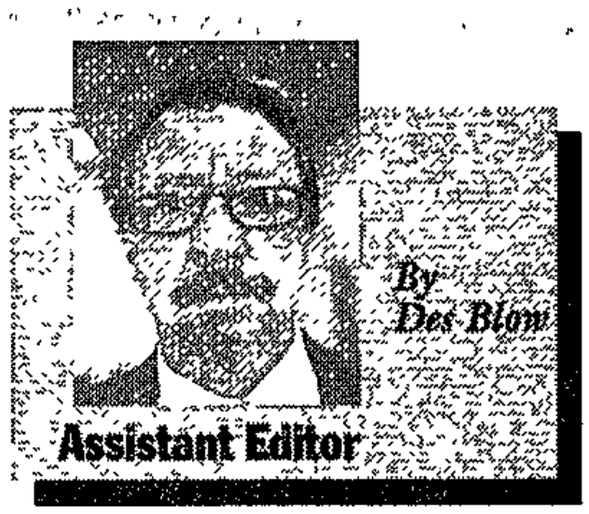
Only when the committee had studied and approved the report could steps be taken to amend current prostitution laws, Mboifa said. Parliament would have the final say.

The Gauteng government's move has sparked strong reaction from political groupings.

The NP called the decision totally unacceptable on moral and ethical grounds, while the DP said a wide consultative process was required before it could be implemented.

New focus on child exploitation

Gauteng lays down laws to liberate prostitutes



By Des Blow
Assistant Editor

PROSTITUTES will be protected in the proposed new legislation but not the pimps who usually exploit them.

The sex workers will however not be compelled, as in Holland and Germany, to have a medical certificate to prove they are free of sexually transmitted diseases, including HIV and Aids, or be made to work in a prescribed area (red-light district) as in those countries.

It was decided that to force prostitutes to be medically examined or restricted to certain zones would be against the Constitution.

These are among the resolutions made by the cabinet of Gauteng province after considering a policy document by the Department of Safety and Security made in consultation with a task team of 100 organisations, including church groups, women's organisations, legal experts, sexworkers, shelter house representatives, academics, medical practitioners, a representative from the Attorney-General's office, a brothel owner, provincial government departments of Health, Wefare and Population Development, Education and the Department of Justice.

Most of these organisations attended a workshop where the matter was debated and consensus was reached.

The workshop agreed that sex workers be protected and should enjoy rights and freedoms as human beings and workers, and that it should no longer be a crime to be a prostitute.

However, sex work involving children was unacceptable and would be treated as crime.

Procurers, clients and intermediaries in "child prostitution" would be held criminally responsible.

Trafficking (trading) in human beings was unacceptable and should be treated as crime as was pimping (people who exploited prostitutes).

There were certain areas of contention including whether brothels and prostitutes should be registered and licensed.

Also whether special areas should be zoned for sex work, whether mandatory health and medical testing for sexually transmitted disease be enforced and whether safe sex also be enforced.

It was decided that a child's best interest was of paramount importance and every child had the right to be protected from maltreatment, neglect, abuse or degradation, and to be protected from exploitative labour practices.

It was thus decided that a "child prostitute" would not be punished criminally as the child would be further traumatised, stigmatised and victimised, but this did not mean that child prostitution was acceptable.

It was recommended that government departments and various organisations which provided preventive care to children be collaborated and that a non-punitive approach be taken regarding "child prostitutes," and survivors of sexual exploitation in keeping withg the rights of children.

Programmes to be instituted to re-orientate and sensitise service providers both inside and outside the government.

Safe havens must be created for these children.

Research be conducted to establish the number of "child prostitutes" in Gauteng, and a profile of children at risk of becoming "child prostitutes".

It was also recommended that programmes be publicised to protect children and adults from being trafficked within Gauteng and across borders, and that the traffickers be penalised.

Although the workshop took a resolution to criminalise pimping, the Task team decided there was no clear definition of a pimp.

Because if a pimp was anyone who lived on the income of sex workers it would include dependants. If brothel owners were pimps, how was one to deal with brothels who provided "entertainment"?

If brothels were to be closed what would happen to those sexworkers who were forced out on the streets where it was unsafe?

The Task Team recommended that "pimping" would mean where exploitation took place, and sexworkers would be encouraged to work collectively without the so-called pimp involved.

It was also recommended that brothels be subject to Labour Law and normal business practices, and that a board be established to monitor any form of exploitation of sex workers.

That sexworkers be provided with viable and realistic options to leave prostitution and that they have access to state protection.

By making prostitution no longer a crime it would allow them their human rights, and would eradicate the labelling of them as criminals which led to their exploitation and harassment.

It would give them equal status before the law, equal protection and control over their own lives, a sense of autonomy, in both a personal and commercial capacity.

It would also protect them from crime from clients and policemen.

To force prostitutes to have medical tests was an unfair discrimination against them and was contrary to the Constitution and the notion of an open society, based on democratic values, social justice and fundamental rights.

It was an unjustifiable invasion of their human rights and affronted their dignity.

It would also necessitate an unprecedented level of policing and was unenforceable, ineffective and costly.

The Task Team said that educational programmes aimed at sexworkers and the general public to alert people to HIV should be instituted.

The use of condoms should also be encouraged and quality condoms should be distributed widely.

They should also be encouraged to attend clinics for the treatment of sexually transmitted diseases.

Sexworkers, both men and women, extended across all racial, cultural, sexual, financial and geographical boundaries. Similarly clients are also to be found in all sectors of society.

However brothels are found in certain parts of cities, towns and townships, and prostitutes who operatwe from the streets are found in some streets and not all streets.

Moreover, it was inconceivable to force prostitutes in affluent, up-market places to operate in downtown places like Hillbrow.

Mandatory zoning would restrict prostitutes from exercising their right to choose where to work.

It would also be unenforceable, ineffective, costly and drive prostitutes into clandestine operations.

Because under present conditions which makes criminals of prostitutes and stigmitises them prostitutes often took drugs to cope with their trade and their work under adverse conditions.

The task team recommended that sexworkers have access to health and welfare services in an environment in which they would not be regarded as criminals for being on drugs, and that they all be encouraged to go for counselling.

☐ **See more stories on Page 22**

Gauteng Cabinet:

On prostitution laws

"Sex work involving children is unacceptable and will be treated as a crime . . . procurers of child prostitutes will be held responsible."

(264) ep4/11/94

A brief moment of joy for ladies of the night

There was quite a stir on the streets this week.

PHALANE MOTALE reports why.

ZEALOUS Gauteng vice squads and disappointed prostitutes this week continued to do their jobs after the provincial MEC for Safety and Security, Jessie Duarte, denied reports that prostitution had been legalised.

Excited prostitutes celebrated in the redlight areas of Hillbrow in Johannesburg and Sunnyside in Pretoria after reports that prostitution had been decriminalised in Gauteng.

But their joy was cut short when Duarte and other politicians announced that prostitution had not received the all-clear yet..

The proposed legislation came under immediate attack by opposition parties in the provincial legislature who called it unworkable.

Duarte on Thursday said the issue was still under debate at national level.

The legalisation of prostitution would give sex workers protection from the law, and enable them to enjoy the same rights and freedoms as other workers. If the recommendations are accepted at national level, prostitutes will be entitled to choose where to trade without being confined to mandatory zoning.

But while prostitutes' civil rights would be protected, there would be a crackdown on pimps and traffickers in child prostitution.

Gauteng Safety and Security spokesperson Mbulelo Musi told City Press the Gauteng government had approved the far-reaching recommendations made on February 12 this year by a team appointed by the provinical cabinet.

The report will be forwarded to the national ministries of Safety and Security, Justice, Education, Labour and Welfare. If accepted, it could lead to national legislation being drafted and put before Parliament.

The report recommends prostitutes have access to state protection and the law.

It recommends the monitoring of prostitutes' health. They would enjoy improved access to medical facilities and be educated on safe sex.

But the report recommends that mandatory testing for sexually transmitted diseases should not be considered.

"If the rationale behind mandatory testing is to protect public health, then all clients and all sexually active people should be tested."

The task team recommends the possibility of criminal charges be considered for clients who won't use condoms.

Musi said the policy document was currently a discussion document. When released in April, it was distributed to stakeholders for comment.

Musi said Gauteng could implement changes only if there was national consensus.

He said the Gauteng Cabinet Committee on Safety and Security and Quality of Life had mandated the Gauteng Ministry of Safety and Security to draft a policy document on sex workers and provide Cabinet with crime statistics on sex work.

The mandate also entailed monitoring the way in which police used their resources in policing sex work with the view of reprioritising policing activities.

Provincial Affairs and Constitutional Development Minister Valli Moosa's office said South Africa's nine provincial governments did not have the constitutional authority to decriminalise prostitution.

However, they did have certain powers regarding aspects of policing in their provinces, Moosa's spokesman Mpho Msoimane said.

This means that provinces are able to "deprioritise" offences such as prostitution and allocate police resources to other priority crimes.

In his reaction Gauteng Democratic Party MPL Peter Leon said reports that the province had decided to decriminalise prostitution were nonsense.

Meanwhile, the Southern African Catholic Bishops' Conference on Thursday expressed "great concern" at reports that prostitution might be legalised in Gauteng.

"We disagree because we see it as devaluing the dignity of women and contributing to the whole culture of violence and abuse against women and children.

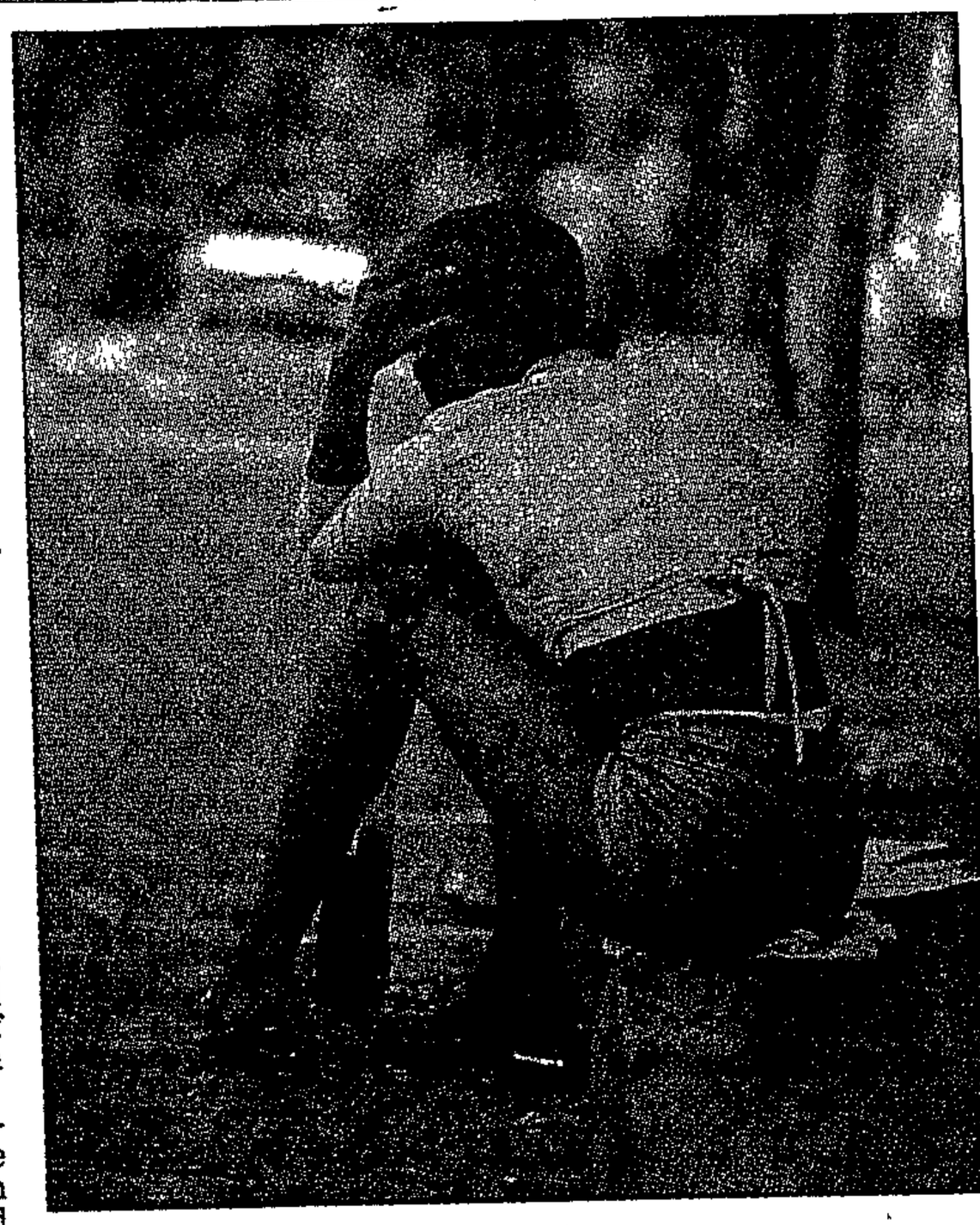
"Our fear is that legalising prostitution will tempt younger people into the activity and, rather than freeing the police, will put added strain on the already over-stretched child protection units."

In contrast to South Africa some European countries like Germany and the Netherlands have had legalised prostitution for a number of years. But in Germany, prostitution does not yet have the status of an ordinary profession (health care, unemployment benefits, collective bargaining etc). Prostitutes do have to pay taxes, though.

Prostitution has never been outlawed in the Netherlands. Since 1988, prostitution has been legal and prostitutes joined the Service Sector Union.

They have been required to pay income taxes since 1996.

Jubilation from sex workers — and horror from Catholics — greet 'legalised' prostitution



You mean we'll have to pay tax for our work?

EP 9/11/97

By BONGANI MADONDO

287

"LEGALISATION? Decriminalisation? We're sex workers and proud of the way we make our money," the women muttered as they minced down Hillbrow's Quartz Street this week.

On the day it was announced that Gauteng's Legislature had forwarded a strong case to decriminalise prostitution, City Press found no fanfare or jubilation on the street.

Sizing us up, a stunning red-head sneered: "What if prostitution is decriminalised? Will we be expected to pay taxes on our hard-earned money?

"No ways!"

Sindisa and Sphiwe, veteran street prowlers did not mince their words. "Ui biza ntoni? Decriminalisation, yenu le, izosithatela ishishini lethu." – or, if decriminalised, the streets will be flooded by young girls who will take business from the veterans in an already saturated market.

"Business is bad, luv. There are no customers any more.

"Can you come with me so that we mix this interview with pleasure, babes?"

When we talked to other women operating in the CBD, they echoed the Quartz Street girls' sentiments: "Decriminalisation should benefit the prostitutes rather than the goverment."

All agreed that taxes would bring about other formal work regulations – and there was discussion about whether they would be able to organise these themselves.

"Asinayo ixesha lenu, siya sebenza apha!– we haven't time for this, we're at work," the women griped, casting rude glances at us before they set their roving eyes on a "target" driving a sleek sedan.

"Sunny days like these are scarce!"

A union for the girls?

GREETING the news that their profession may soon be accepted by the lawmakers, one idea interested the ladies of the night this week. A prostitutes' union!

The thought of a sex workers' union was met with mixed reactions. While many asked for time to think about the possibilty, I found myself with one bright girl in the CBD imagining possible names for such a union.

They included LSP (Luscious Street Pedlars), GPU (Gauteng Prostitutes's Union) and Free-Pro-Mo (Freedom of Prostitutes Movement).

One of the older girls, Nonhlanhla, said a union would help a lot as there was jealousy, crime and drug dealing in "the business".

She said many people misused prostitutes for their own gain – leaving the people who did the "job"penniless.

Perhaps Madame Comrade Nonhlanhla will be the first union organiser. – **Bongani Madondo.**

Kriel flashes red light over plan to legalise prostitution in Cape

(287)

'It's time the opinions of law-abiding citizens were heard'

ARG 15/11/97

WILLEM STEENKAMP

Western Cape Premier Hernus Kriel has slammed proposals to legalise prostitution in the province.

In a hard-hitting attack on a suggestion by provincial Police Minister Gerald Morkel that red-light districts be decriminalised, Mr Kriel repudiated his own minister, saying the National Party would not support such a move.

"I am personally not in favour of such a move and I believe Mr Morkel made these utterances in his personal capacity. Legalising prostitution is not the policy of the NP," he said.

Mr Morkel is overseas and could not be reached for comment.

Mr Kriel, who also wants to hold referendum on re-introducing the death penalty, said the Western Cape government believed in sound family values and the protection of the rights of law-abiding citizens.

"Legalising prostitution will not address the root cause of the problem. Prostitution is a breeding ground for drug-related transgressions and crimes against women.

"Turning sections of the city into red-light districts is simply not acceptable. We should rather try to address the problem and the cause which sees young women end up on the streets selling their bodies in order to make a living."

In a snap survey among residents in different areas such as Sea Point, Green Point, Kenilworth and Wynberg, more than 85 percent of the people approached gave a resounding "no" to plans to legalise the oldest profession.

Currently the Sex Offences Act, which makes prostitution illegal, is still in place and can be scrapped only by the central government. Provinces do not have the power to order police not to enforce the law.

Despite this the Gauteng government recently decided to decriminalise prostitution and prostitutes in that province no longer fear prosecution.

Referring to a referendum on the death penalty, Mr Kriel said it was time that the opinion of law-abiding citizens was heard.

The fact that such a referendum may have little legal standing under the constitution did not mean that people did not have the right to make known their opinions.

"In the Western Cape we still believe in protecting the rights of law-abiding citizens," said Mr Kriel.

"No government or judge enjoys enforcing the death penalty. But if people were not murdered or raped there would be no need to issue these sentences.

"If criminals freely and with full knowledge of the risk of being sentenced to death, still carry out these vicious crimes, surely they must face the consequences.

"We need to look at the rights o innocent people who live law-abiding lives with due respect to the rights o other citizens.

"However, when they are brutally murdered by criminals, the rights o these murderers suddenly become paramount.

"This is unacceptable – it is time that the national government gave heed to the opinions of the majority o its citizens," said Mr Kriel.

Bridging the ocean that separates rich countries from the poor ones

Somerset West – The fifth plenary session of the Independent World Commission on the Oceans had helped to "raise the consciousness of oceans among many people in South Africa", according to Water Affairs Minister Kader Asmal, who is also the commission's vice-chairman.

He was addressing a media conference in Somerset West at the end of the IWCO's African session yesterday.

Opened by President Nelson Mandela in Cape Town on Tuesday, the session was attended by 26 commissioners from all over the world.

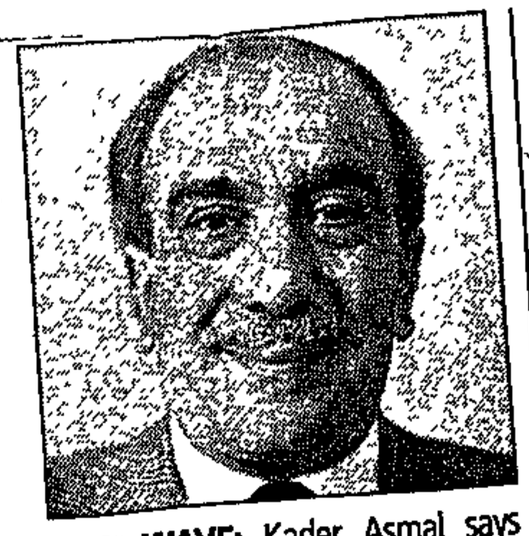
Dr Mario Soares, former president of Portugal and chairman of the IWCO, said the commission had formulated a long list of recommendations that would be tabled at the commission's final session to be held in Lisbon in September next year.

Soares said there was a need for all people to have an awareness of the value of the world's oceans.

"We must emphasise the need for equity in the use and management of the world's oceans. There are rich, hi-tech countries and developing nations; all must have access to peaceful use of the oceans," he said.

This meant not only safe navigation, but also the control of piracy, drug trafficking, and the discharging of toxic and nuclear wastes. – Sapa

Star 15/11/97



NEW WAVE: Kader Asmal says conference helped raise awareness

Prostitu demand

Calcutta – Th countries ass to demand w "We eat b worker," reac prostitutes, n Prostituti light district (25 cents) a The pros eastern city fic Act and e Indian po gates for chi Children workers in funded Indi girls a year

Africa urged to open up telecommunication links

Nairobi – Advances in technology would be attained in Africa only with the liberalisation of the telecommunication sector, Kanthan Pillay, managing editor of the *Cape Times*, told a media forum here yesterday.

"Otherwise," said the South Africa media expert, "the continent will for ever remain backward while the rest of the world moves to higher planes."

Pillay was part of a panel of media experts at a two-day Africa Media Forum organised by the Freedom Forum, an international foundation dedicated to free press, free speech and free spirit for all people.

Pillay said widespread introduction of the Internet in Africa was hampered by lack of resources, but that significant developments had occurred during the past few years. "There are fears that the Internet could conflict with traditional cultures, but it is up to Africa to ensure it survives in a changing world," he said.

Kenyan President Daniel arap Moi urged the Western media not to "besmirch" Kenya's image. Kenya continues to receive a battering from the international media. – Independent Foreign Service

Star 15/11/97

MEC wants legal red-light areas but Kriel is opposed

Cape Town – Western Cape Premier Hernus Kriel has slammed proposals to legalise prostitution in the province and repudiated a suggestion by his own provincial police MEC Gerald Morkel that red-light districts be decriminalised.

"I am personally not in favour of such a move and I believe Mr Morkel made these utterances in his personal capacity. Legalising prostitution is not the policy of the NP," the premier said.

Kriel, who wants to hold a referendum on reintroducing the death penalty, said the Western Cape government believed in sound family values and the protection of the rights of law-abiding citizens.

"Legalising prostitution will not address the root cause of the problem. Prostitution is a breeding ground for drug-related transgressions and crimes against women. Turning sections of the city into red-light districts is simply not acceptable."

In a snap survey in areas such as Sea Point, Kenilworth and Wynberg, over 85% gave a resounding "no" to plans to legalise prostitution. – Own Correspondent

Fired guards speak out

on a ruthless industry

ARG 18/11/97

Low pay, long hours in high risk job

(287)

ANDREA BOTHA
STAFF REPORTER

The security industry is a ruthless and lawless sector fast gaining notoriety as one of the most poorly paid and overworked professions. The plight of local security guards came to light after 52 employees of security giant Coin Security were fired after protesting over low wages.

The men, Lionel Calvert, Adam Lyons and Richard Machent, tell of shocking working conditions, where they are forced to work 12-hour days, asked to drive faulty cars and grossly underpaid for jobs that have high risk and stress factors.

They worked in the assets-in-transit division, responsible for transporting huge sums of money between banks, post offices and companies. When they found out they were being paid only R1 500 a month compared to the R3 000 a month their Johannesburg colleagues earned, they were outraged.

Their union, the South African National Union for Security and Other Workers, started negotiating with management to address the discrepancy. But no agreement could be reached and in April this year, the workers went on strike.

Mr Lyons was one of the men fired during the strike. Although he loves his job, he is unhappy with his working conditions and low pay. Since he started work at Coin Security two years ago, he has been in two car accidents. Each time the car was to blame as it either had no brakes or was not roadworthy.

But Mr Lyons is one of the lucky ones. His parents live nearby and can help him out. Many of the other fired security men have fallen on hard times and have had their furniture repossessed and their telephones cut off. Some suffer from medical conditions and cannot pay for their medicine while most are in trouble with banks and creditors.



LEON LESTRADE

Fighting back: Lionel Calvert, Adam Lyons and Richard Machent are fighting to get back their jobs as security guards

"They have cut the throats of these people," says union secretary general Pieter Albertus.

Mr Albertus says the various security companies employ more people than the police and are a law unto themselves as the Department of Labour is ineffectual in following up complaints.

"The industry is notorious for long hours, low pay where some earn less than R1 200 and work 60 hours or more a week," he says.

Coin Security got an interdict restraining the striking workers from being on the property and on the third day of the strike fired all those who had not returned to work. The union fought the interdict and the High Court ruled last month in their favour, setting aside the interdict, with costs, in a groundbreaking judgment that is said to be the first of its kind in the Western Cape.

The High Court ruled that it never had the jurisdiction to grant the interdict and said the matter should have gone to the Labour Court, which has the same legal standing and jurisdiction as the High Court.

Mr Albertus said this victory was an important one and set an example for similar future disputes.

"We are going to win and we will show Coin they can't misuse the law and cut these people's throats."

The men will now take on the security giant in the Labour Court where they are suing for unfair dismissal and compensation for the months without work.

Coin Security reject all the allegations.

Group managing director Yvonne Bishop said Coin Security got an interdict against the striking workers to stop them from any criminal and unlawful conduct. When the interdict came into effect the workers were dismissed when they refused to return to work.

ICE

ANC urges undertakers to speak out

(287)

By Xolisa Vapi
Political Staff

Star 2/12/97

The ANC has urged undertakers and burial societies to come forward with information on their role during the apartheid era.

The call follows another reburial of the remains of two Umkhonto weSizwe cadres at the weekend. The remains were exhumed from unmarked graves near Piet Retief in Mpumalanga last week.

Addressing a media briefing in Johannesburg yesterday, ANC acting secretary-general Cheryl Carolus said the Truth and Reconciliation Commission should subpoena burial societies which played a role in secret burials "so that we know how they were doing it".

"We appeal to all funeral undertakers and burial societies to come forward because there seems to have been a network of people who collaborated with the former government," Carolus said.

She added that there was a very large number of MK cadres for whom the ANC could not take responsibility when it applied for amnesty because the manner in which they disappeared was not known.

More than 160 secret graves of Umkhonto weSizwe cadres, whose families thought they had left for exile, have been discovered by the TRC all over the country. A large number of those identified have been exhumed and reburied.

Irked by the National Party's "deafening silence" on the discovery of more secret graves in Mpumalanga recently, the ANC also repeated its call to the TRC to recall former president F W de Klerk to account for the activities of the security forces.

Tuesday December 16 1997 **SOWETAN**

Legalise sex workers, say church youth

(287)

Sowetan 16/12/97

By Saint Molakeng

NEXT year there will be lobbying in South African Council of Churches (SACC)-affiliated denominations to have prostitution decriminalised and the voting age lowered to 16 years, following recommendations to that effect by the SACC Youth Forum during their conference last week in Johannesburg.

The radical proposals apparently unsettled the major churches so much that public announcements were only made late last week, five days after the four-day gathering by church youth organisations, confessed outgoing forum chairman Mr Freddy Pilusa.

"Having sex work decriminalised made churches uncomfortable. But we had to respect our youth's positions."

The youth forum argued that "sex work" was caused by unemployment.

"Decriminalisation will not only ensure that women engaged in this activity are protected by law against rape and abuse but it will also make it possible for health workers to gain access to them to control the spread of sexually transmitted diseases."

The voting age had to be reduced to 16 because at that age youngsters had gun and driver's licences, it was said.

The forum congratulated the National Youth Commission on the draft policy document it released last November. "We support the commission in its call for all graduates to undertake community service."

The forum called on churches which acquired land "under suspicious circumstances" to return the land to its rightful owners.

Churches were also condemned for discriminating against young women who fell pregnant out of wedlock.

Pilusa said that since the SACC, to whom the Anglican and Roman Catholic and other churches belonged, was influential, lobbying for the above could change the laws of the country for the better.

CAPE ARGUS, **TUESDAY**, DECEMBER 23, 1997

ANC call to legalise prostitution

Bid to curb AIDS

ARG 23/12/97 (287)

ARGUS CORRESPONDENT

Johannesburg – The African National Congress has adopted a resolution calling on the Government to scrap all legislation making prostitution a criminal offence.

The resolution, adopted at the party's 50th congress in Mafikeng, was triggered by the serious health threat posed by AIDS.

The epidemic affects especially people living south of the Sahara, who account for 60% of the reported cases in the world.

Delegates were told the criminalisation of prostitution was a deterrent to the rigorous monitoring of the health of prostitutes.

The congress resolution called on the Department of Health to take appropriate measures to ensure prostitutes had regular and confidential access to the public health system as a means of curbing the spread of all sexually transmitted diseases.

It also called on the Department of Labour, in co-operation with the Department of Health, to draw up a confidential register of all active prostitutes.

Earlier this year Gauteng led the way, when the provincial cabinet adopted a report, commissioned by Safety and Security MEC Jessie Duarte, which recommended decriminalising prostitution.

The move ensured that while prostitutes' civil rights were protected, pimps and traffickers in child prostitution would become the focus of renewed scrutiny.

Although changes to the Sexual Offences Act of 1957 were necessary to decriminalise the profession nationally, the Gauteng move gave greater protection to prostitutes operating in the province and enabled the law to deal more effectively with the exploitative aspects of the profession.

ANC backs Gauteng on sex-worker policy

(287)

Decriminalising oldest profession seen as a vital step in arresting spread of sexually transmitted diseases

Star 23/12/97

By Shirley Woodgate

The ANC has endorsed Gauteng's recent initiative to decriminalise prostitution by officially adopting a resolution calling on the Government to scrap all legislation making commercial sex-work a criminal offence.

The resolution, adopted at the party's 50th congress in Mafikeng, was triggered by the serious health threat posed by HIV and Aids.

It was earlier stated the epidemic affected especially the peoples of Africa, south of the Sahara, who accounted for 60% of reported cases in the world.

Delegates were told the criminalisation of prostitution was a deterrent to the rigorous monitoring of the health of commercial sex-workers.

The congress resolution called on the Health Department to take appropriate measures to ensure prostitutes had regular and confidential access to the public health system, as a means of curbing the spread of all sexually transmitted diseases.

It called on the Labour Department, in co-operation with the Health Department, to draw up a confidential register of all active prostitutes, with a view to the regular monitoring of their health.

Earlier this year, Gauteng led the way when the provincial cabinet adopted a task team report commissioned by Safety and Security MEC Jessie Duarte, which recommended decriminalising prostitution.

The move ensured that while prostitutes' civil rights were protected, pimps and traffickers in child prostitution would become the focus of renewed scrutiny.

Although changes to the Sexual Offences Act of 1957 were necessary to decriminalise the profession nationally, the Gauteng move gave greater protection to prostitutes operating in the province and enabled the law to deal more effectively with exploitative aspects of the profession.

The task team's report was the result of months of research by experts ranging from legal, and health and welfare authorities, to prostitutes and pimps.

Decriminalisation of the oldest profession was warmly welcomed by a vast range of people, including Aids workers, women's rights organisations, police, and prostitutes themselves.

The action was labelled immoral and unworkable by opposition political parties, with the Democratic Party's Peter Leon dismissing it as nonsensical and harebrained.

Church groups were outraged, with the Apostolic Faith Mission labelling the move "an affront to the vast majority of the electorate" and Rhema Ministries claiming it went against Christian behaviour.

■ Westbury: An on-duty po- ... and his ...

SERVICE SECTOR – LABOUR

1998

Protect us, plead security guards

Star 22/1/98 (287)

Banks must find ways to counter gangs' increasingly heavy use of firepower

By Gill Gifford
Crime Reporter

Society of Bank Officials (Sasbo) and SBV Services were locked in meetings today to discuss increasing attacks on the cash-in-transit company after Sasbo accused SBV of "criminal negligence".

Sasbo threatened national protest action unless Standard Bank, Absa, FNB and Nedcor act decisively after yesterday's attack on an SBV cash van near the Grayston Drive offramp on the M1 highway.

And, Collin Gregor, executive officer of the mercenary outfit Executive Outcomes, (in response to reports) said today SBV was not considering using the company to protect its cash convoys.

"I have no problem with the Sasbo guys making statements like this, they must just be correct," Gregor said.

Gregor added that while beefed-up security measures on the cash van had worked, the robbers managed to escape with R3,3-million because "correct procedures" had not been followed. "But it was only part of the R6,5-million total – the bulk was left untouched."

Police said armed robbers were using increasingly heavy fire-power in their merciless highway heists.

A 15-man gang fired dozens of armour-piercing AK-47 bullets at an unescorted SBV money van during a well-executed robbery which lasted less than five minutes.

Four SBV guards were wounded in the robbery. A Mong (24) was in a critical condition last night at Milpark hospital, where surgeons were battling to save his life. The others – Nickie Scherman (32), C de Beer (20) and L Pietze (29) – were taken to the Sunninghill Clinic, which refused to release details of their conditions.

Reservist Constable Craig Sacke of Gallo Manor police station told how, shortly after 9am, a friend had called him from a butchery in Kramer Road, which overlooks the highway near the Marlboro offramp. The man reported he had seen six balaclava-clad, rifle-toting men climb into a bakkie.

A few minutes later, three bakkies surrounded an SBV security van and opened fire on it near the Marlboro offramp. They followed it firing constantly, before forcing it off the road near the Grayston Drive bridge over the M1 highway in Sandton.

According to Johannesburg police spokesman Superintendent Chris Wilken, a fourth bakkie blocked the Grayston Drive off-ramp.

After shooting the guards, the occupants of the three bakkies broke open the back of the van with crowbars and removed some of the money.

The robbers fired a random spray of bullets into passing traffic, hitting several cars and causing some motorists to drive off the road. No one was reported injured, although several cars were damaged.

The gang escaped up the offramp, which they had blocked, in the direction of Alexandra.

Detectives spent several hours on the scene while the highway was closed to city-bound traffic for most of the day. One of the four bakkies was recovered about an hour later.

A policeman, believed to have been guarding the home of Housing Minister Sankie Mthembi-Mahanyele in Fairway Road, Kew, saw a group of men in a bakkie offloading bags of money into another car waiting in the street.

According to reports, he approached the men and was involved in a scuffle, during which he was robbed of his service pistol but managed to take possession of a suspect's AK-47.

A spokesman for the Centre for the Study of Violence and Reconciliation's Trauma Clinic said they had received a number of calls from pedestrians, motorists and witnesses who were caught in the gun battle.

The social worker said people who had witnessed the armed robbery were encouraged to call the centre to talk about their experience.

People in need of trauma counselling can contact the clinic on (011) 403-5102.

Motorists caught up in the gunbattle are requested to contact the Brixton murder and robbery unit on (011) 839-3322 to report damage to cars or give witness accounts.

► Insights into gangs Page 3

There is disagreement on how to protect vans against armour-piercing shells

CT (MR) 2/2/98

Guards protest against killings

(287)

FRANK NXUMALO AND JUDY MOSES

Johannesburg — Scores of SBV security guards allied to the South African Society of Bank Officials (Sasbo), the finance union, turned out in force in Midrand on Friday afternoon to protest against the nationwide spate of cash-in-transit killings.

As the marchers gathered on a section of the old Pretoria Road next to the Snake Park, news broke out that another SBV van had been hit by armed robbers in Stanger, on the KwaZulu Natal north coast.

Initial reports said the Stanger robbers might have got away with R10 million and that one of them had been shot dead.

"SBV is at war, it is a time for urgent action whatever the cost (and) it is the only way to force the powers that be to act more urgently to secure your safety," said Graeme Rowan, the general secretary of Sasbo.

"Your willingness to stand up and be counted is your best protection. That is why Sasbo has become directly involved. Together with SBV we have formed a joint security forum to investigate the highest international safety standards and ensure that you benefit from them", he said.

Rowan said, however, that Sasbo could not comment on recent media speculation that the heists might be inside jobs.



ANGUISH *Placards express the despair and pain SBV security guards feel at the spate of vicious hijacks that have left many of their friends and colleagues dead* PHOTO JOHN WOODROOF

"There had been suggestions in the media that top management is involved in information leaks at a fairly high level within the SBV.

"Sasbo has no knowledge of this, as the van crews only get instructions on the runs they will be doing minutes before they leave If there is a leakage problem, these need to be investigated by SBV and be stamped out immediately," he said.

Placards carried by the marchers glaringly underscored the tragedy faced by SBV personnel and their families: "Will Daddy come home?", "Families need fathers", "A robbery a day can cost your life", some read.

Although both sides said details of the vehicles' security upgrading plans would not be available for "obvious reasons", sources close to the situation said these could include the "AK proofing" of the vans, but that there was still disagreement on this among the parties

"Hijackers had used armour piercing ammunition, so even if the vehicles were AK-proofed, the bullets would still pierce through," said Collin Gregor, the managing director of SBV.

On the other hand, the union is believed to be convinced that "until the vehicles are upgraded, all vehicles should be accompanied by two escort vehicles as well as a police vehicle," the sources said.

Cash-in-transit guards face new enemy

BD 9/2/98 (287)

Stephen Laufer

POST-traumatic stress has become a major occupational hazard for cash-in-transit guards as they increasingly come under fire and live through the violent deaths of close colleagues.

Guards had described the shock and horror which gripped them after heists in which they were surrounded by 15 or 20 men firing automatic weapons into vulnerable vehicles, the co-ordinator of a Johannesburg trauma clinic, Mary Robertson, said at the weekend.

Alcohol and drug abuse, increased aggression, family problems, sleeplessness, irritability and decreasing productivity were often the direct results.

"These are ordinary people trying to make a living. They come in very distraught," Robertson said.

The roofs of many cash transporters had not been armour plated, and highway robbers had learned to fire on the guards from above, often killing the passenger and forcing the driver to stop and abandon his vehicle.

The police and many employers responded only by taking a statement on the incident before guards were sent back on the road, often in charge of millions of rands again. Guards became hypervigilant, often unwilling to be parted from their weapons.

Although there was a tendency among cash-in-transit firms to make light of post-traumatic stress, guards often became a danger to themselves, their families, or society at large.

One company — which preferred not to be named — had recognised that its staff needed professional help in dealing with the effects of heists, and was referring its staff to the trauma clinic run by Robertson at Johannesburg's Centre for the Study of Violence and Reconciliation.

The trauma caused by the increased number and brutality of the heists was not limited to staff directly involved in the holdups. "The robberies have an impact on the entire organisation."

Counselling helped redress a situation in which guards were left with the impression that their employers cared more about the money in their care than about their employees.

Security, road freight, motor ferry unions threaten wage strike

Pearl Sebolao

TRADE unions in the security, road freight and motor ferry industries announced at the weekend they would embark on a nationwide strike if the stalemate in wage negotiations with employers was not resolved. Balloting of members had begun.

Transport and General Workers' Union president John Dube said the decision to strike and embark on go-slows followed a deadlock in wage negotiations between unions and the Security Service Employers' Association and Road Freight Employers' Association.

Dube warned that the strike would have major implications for financial institutions and other related sectors as the unions' members included the cash-in-transit sector.

Thulani Dlamini, a union representative in the road freight industry, said the dispute over wages and conditions of employment was unnecessary.

"This industry was a top earner last year, with an improvement in profit of a whopping 47%. So they cannot argue that they would not be able to afford reasonable increases," Dlamini said. Workers are demanding a 12% across-the-board wage increase, establishment of an industry provident fund with an equal contribution of 6%, and a 13th cheque equivalent to 75% of salary.

Nico Badenhorst, road freight employers' labour relations director, said the package demanded by the unions reflected in some instances demands for increases of about 50% and 80%.

The employers' wage offer of a 10% increase was above inflation in many respects, Badenhorst said

Badenhorst believed the dispute could be resolved through negotiations. "We believe the unions' demand for a union-controlled provident fund is hampering the negotiation of a settlement on other issues," he said.

The demand, which was contrary to provisions of the national bargaining council constitution, had been referred to arbitration.

Security industry chief negotiator Don Masterson said: "A meeting has been arranged with some of the trade unions for Monday night, so that we can have further talks" and perhaps avert a strike.

Hauliers and security guards threaten to strike

Impasse in negotiations over wages and provident fund

By Xolisa Vapi

Nationwide industrial action is looming in the road freight and security industries after trade unions and management reached an impasse on wage and provident fund negotiations.

More than 50 000 workers from seven trade unions under the auspices of the Transport and General Workers' Union (TNG), who believe that the Road Freight Employers' Association (RFEA) and security companies have failed to meet their core demands, began a strike ballot at the weekend for industrial action in two weeks' time.

TNG deputy national co-ordinator Abner Ramakgolo said this week that provisional ballot results had shown a thumbs-up for protected strike action from workers.

Ramakgolo said they would serve 48-hours notice on employers later this week.

The workers' demands include a union-controlled provident fund and the amendment of a clause encapsulated in the National Bargaining Council's (NBC) constitution, which prevents union members from establishing their own fund.

Stalemate could be solved by negotiation

"We are convinced that the employers cannot offer anything as long as the provident fund issue is not resolved. Workers have adopted a policy position that TNG should have its own fund which will benefit them and ensure that the union is surviving," Ramakgolo said.

But RFEA director of labour relations Nico Badenhorst believes the existing stalemate could be resolved through negotiations without going on strike.

"We believe the unions' demands regarding a union-controlled provident fund is hampering the process of negotiating a settlement on other issues.

"The provident fund demand is contrary to the provisions of the NBC constitution to which the seven trade unions are signatories," Badenhorst said.

100 000 security guards plan to strike on Monday

Reneé Grawitzky

BD 18/2/98

THE security industry could be brought to a standstill on Monday when more than 100 000 security guards plan to embark on a wage strike — unless a deal is struck between eight unions and two employer organisations ahead of the action.

Employers said yesterday the action could have devastating consequences for law and order, while unions accused employers of "divide and rule" tactics to settle individually with unions and workers outside the formal negotiations.

Eight unions in the contract security industry gave employers 48 hours' notice yesterday of their intention to strike in support of a 12% across-the-board increase plus other issues related to the establishment of an industry provident fund.

Employers represented by two employer bodies, the SA National Employers' Association (Sansea) and the Security Service Employer Organisation, have offered a total package of 10%.

Union sources said the formation of the second employer body after a breakaway of a number of security companies from Sansea had caused problems in negotiations.

Sansea chief negotiator Don Masterson said attempts would be made to avert the strike. "If all security guards go on strike, law and order will take a knock as our security guards match the police force in numbers."

The employer bodies requested a meeting with the unions and would call in a facilitator from the commission for conciliation mediation and arbitration to assist in resolving the dispute, he said.

Tourism council looks at new ways to raise funds

Janet Parker

BD 18/2/98

THE Business Tourism Council was exploring various voluntary levies following the recent resignation of major hotel groups from the national grading and classification scheme.

The resignation had resulted in 80% of the SA Tourism Board's (Satour's) bed levy funding mechanism drying up.

Satour executive director Michael Farr said that while the resignation had not affected the budget for the coming financial year, the loss of about R6m in income had resulted in cutbacks of certain planned activities.

These included a moratorium on staff appointments and savings on marketing in low-yield Asian markets such as Taiwan, Singapore, Malaysia and the Philippines.

Acting executive director Colin Walker said the council was discussing voluntary levy options with the industry such as the reintroduction of bed levies, and creating other mechanisms involving airlines, car-hire companies, tour operators, and travel agents. There could be no prescription to the industry, and all levies would be voluntary, he stressed.

The council was also looking to create an awareness campaign on the value of tourism and the role which the public could play in promoting it.

Tourism was one of only two industries in SA in which job creation was growing, said Walker.

In a meeting with Environment and Tourism Minister Pallo Jordan next week, the tourism council aims for progress towards a dedicated tourism fund, which would lead to the phasing out of state funding of Satour.

The fund would need the co-operation of the entire tourism industry, and together with the transformation of Satour, a closer partnership between the private and public sectors could be fostered in which the private sector would have a greater say, he said.

Sheriff ordered to confiscate MEC's goods

WHITE RIVER — Attorneys yesterday ordered the White River sheriff to confiscate furniture worth R14 000 and electronic goods from Mpumalanga education MEC David Mabuza.

The order against Mabuza by attorneys Hough & Bremner follows his alleged failure to honour an out-of-court settlement to pay accident damages to Medsen Chemist of Nelspruit.

According to court papers, Mabuza rode into a Medsen Chemist delivery bike on the N4 highway in 1996, causing damage estimated at R6 500.

Mabuza was driving a state vehicle at the time, so the damages were not covered by insurance.

After refusing to pay the damages himself, Mabuza was sued by Medsen. Mabuza finally agreed on August 15 last year to an out-of-court settlement of R13 800 which included Medsen's legal expenses of R7 300.

Sheriff Henry Meyer refused to say yesterday whether he had carried out the order to seize Mabuza's possessions which included his leather lounge suite, dining-room suite, fridge freezer and television.

Mabuza was not available for comment yesterday. — Sapa.

Electricity

Continued from Page 1

BD 18/2/98

briefing to the minister as possible, but it will not be a lengthy process ... we hope to submit the proposal within weeks." He said Maduna would probably make specific recommendations to the cabinet for a final decision.

However, industry sources expressed concern that the decision on restructuring would be delayed further. One person involved in the talks said: "The decision is highly politically sensitive and, with a lack of stakeholder consensus, there are fears that government will not make a firm decision until after the 1999 election. This would be disastrous for the sector."

Nonpayment by electricity users is causing grave financial difficulties among local governments, which rely on electricity payments for about 41% of their total income. The problems have also harmed Eskom's ability to meet its electrification targets.

Judgment

Continued from Page 1

BD 18/2/98

argument that it had been forced to allow flat rates in that year because many townships were not equipped with functioning meters to measure consumption. The flat-rate system was scrapped once meters were installed.

There was no evidence that Walker had suffered materially as a result of the policy. There was no deterioration in services and he was not asked to pay more than he had consumed.

The court rejected the argument that the council was justified in temporarily suspending legal action against township defaulters to avoid hostility and the vandalism of meters during installation. This amounted to the unfair "singling out" of white residents for credit control action.

The court was obliged, however, to overturn the high court's ruling because the council's incorrect behaviour did not vindicate Walker's refusal to pay for services rendered. He should have sought an order compelling the council to correct its unfair actions.

While this meant the council had succeeded in its appeal, Walker, as the losing party, was not liable for costs because he had been unfairly discriminated against.

Stockbroking

Continued from Page 1

eventually to put at least 13% of BJM in black hands," he said.

The Public Investments Corporation's Isibaya Fund injected R30m for Masimo debentures.

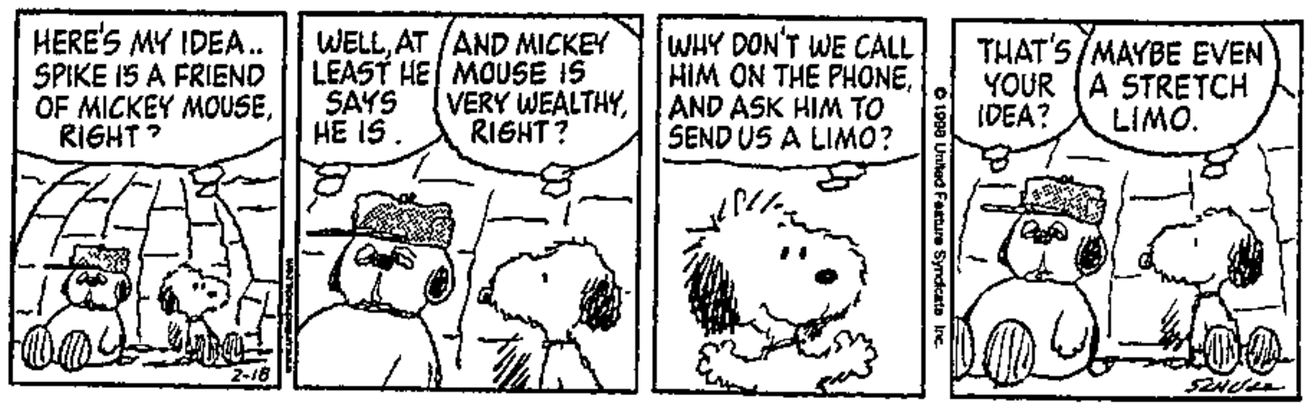
In return Isibaya has received the right to subscribe for preference shares valued at R25m.

Through the scheme, previously disadvantaged people were being offered 7,5-million convertible debentures valued at 400c each. These would be converted automatically into ordinary shares in 2001.

To qualify for participation in the scheme, applicants were required to make a 10% initial payment of the listing value of the ordinary shares before the offer closed at noon on March 20.

The minimum amount applicants would require to participate was R40. A maximum of 100 000 shares may be purchased. The outstanding balance plus finance charges and costs would be paid by the participants in 2001.

PEANUTS By Charles Schulz



Guards go on strike

SECURITY guards from 11 trade unions will strike from tomorrow to demand better wages and other benefits

At a press briefing in Johannesburg yesterday, Ms Emily Fourie of the Professional Transport Workers Union of South Africa said unions wanted a salary increase of 12 percent, an annual bonus which equalled a monthly salary and double pay for Sunday work.

Fourie said employers had offered a six percent salary increase and 20 percent of monthly salary as an annual bonus. Employers were prepared to pay for a day and a half for Sunday work.

The matter was referred to the Council for Conciliation, Mediation and Arbitration (CCMA) but no solution was found.

Unions to participate in the strike include the Transport and General Workers Union, Food and General Workers Union and the National Security Workers Union.

The strikers will march from Johannesburg's Library Gardens to their employers' premises. The strike will continue until employers agreed to the unions' demands, Fourie said. *Sapa*

Security guards strike for better wages

Star 19/2/98

By Vida Li Sik

At least 10 000 security guards are expected to leave their posts at shopping malls, supermarkets and financial institutions and take their demands for better pay to the streets tomorrow.

The announcement of a wildcat strike has sparked fears for the safety of consumers at supermarkets, banks and companies employing security guards as they could be the target of criminal elements.

Security guards will gather at the Library Gardens from 7am before marching to the Department of Labour to present a memorandum containing their grievances.

"It will not be a full-blown strike because not all of the centres were notified in time, but it will have horrific implications for guarding in general," said Motor Transport Workers' Union (MTWU) spokesman Emily Fourie.

"The employers' organisation has asked for a meeting with the 10 unions involved, but the workers want them to be presented with something concrete before they call off the strike," she said.

Security guards are demanding a 12% increase in wages, a provident fund and a holiday bonus. If today's talks fail to bring agreement, about 130 000 guards could strike.

Security guards on strike

(287) (1028) ARG 20/2/98

Johannesburg – Thousands of security guards went on strike today to push for improved salary packages after attempts to avert the industrial action failed last night.

Employees from more than 15 Gauteng security firms assembled in the Library Gardens at 8.30am to protest against working conditions and poor pay. They planned to hand a petition to Minister of Labour Tito Mboweni. – Argus Correspondent

Thousands of guards go on strike

Star 20/2/98 (287)

STAFF REPORTERS

In a "show of force", thousands of security guards went on strike this morning to push for improved salary packages after last-minute attempts to avert industrial action failed last night.

Representatives from more than 15 Gauteng security companies began assembling in the Library Gardens at 8.30am as part of the one-day stoppage to protest about working conditions and poor pay.

Later in the morning they will be addressed by representatives from their eight major unions, and a petition will be handed to Labour Minister Tito Mboweni.

Union members are hoping for a 99% turnout of night shift workers, while some day workers may also join the stoppage.

Chairman of the SA National Security Employers' Association and deputy chairman of Khulani Springbok Patrols, Mick Bartmann, said companies around the country had reported that their workers were taking part in the strike.

"At this stage we are not sure how many guys are involved, but an early guesstimate is that 1 500 to 2 000 from security firms in Johannesburg and Pretoria are involved."

Serious acts of intimidation had been reported, he added.

"We hear that the guys are serious, and the strike will intensify on Monday."

But Fidelity Guards and Coin Security said they noted no significant action from branches across Gauteng.

According to Emily Fourie, deputy secretary-general of the Professional Transport Workers' Union, the strike would spread nationwide by Monday. About 130 000 guards would participate, she claimed.

Only bank-owned cash-in-transit company SBV Security would not be affected, as staff belonged to the SA Society of Bank Officials, which was not one of the unions in the dispute.

Workers are asking for a 12% increase and employers are offering 10%. The amount of the annual bonus and a provident fund are also on the table.

► Armoured vehicles
Page 3

Security guards on national strike

CT(BR) 23/2/98 (287) (

FRANK NXUMALO
LABOUR EDITOR

Johannesburg — More than 130 000 security guards belonging to 11 security industry unions are expected to take part this morning in an indefinite nationwide strike for more pay and improved working conditions.

Mick Bartmann, the chairman of the South African National Security Employers' Association, said the strike could plunge the country into a crisis as criminal elements might take advantage of the security vacuum to hit vulnerable companies.

But security guards working for SBV, the cash-in-transit company owned by the big four banks, will not take part in the strike as their union, the South African Society of Bank Officials, is not involved in the industrial impasse

"SBV has informed us that their cash-in-transit division will not be participating in the strike. Operations relying on cash-in-transit, like full ATMs, should therefore remain unaffected

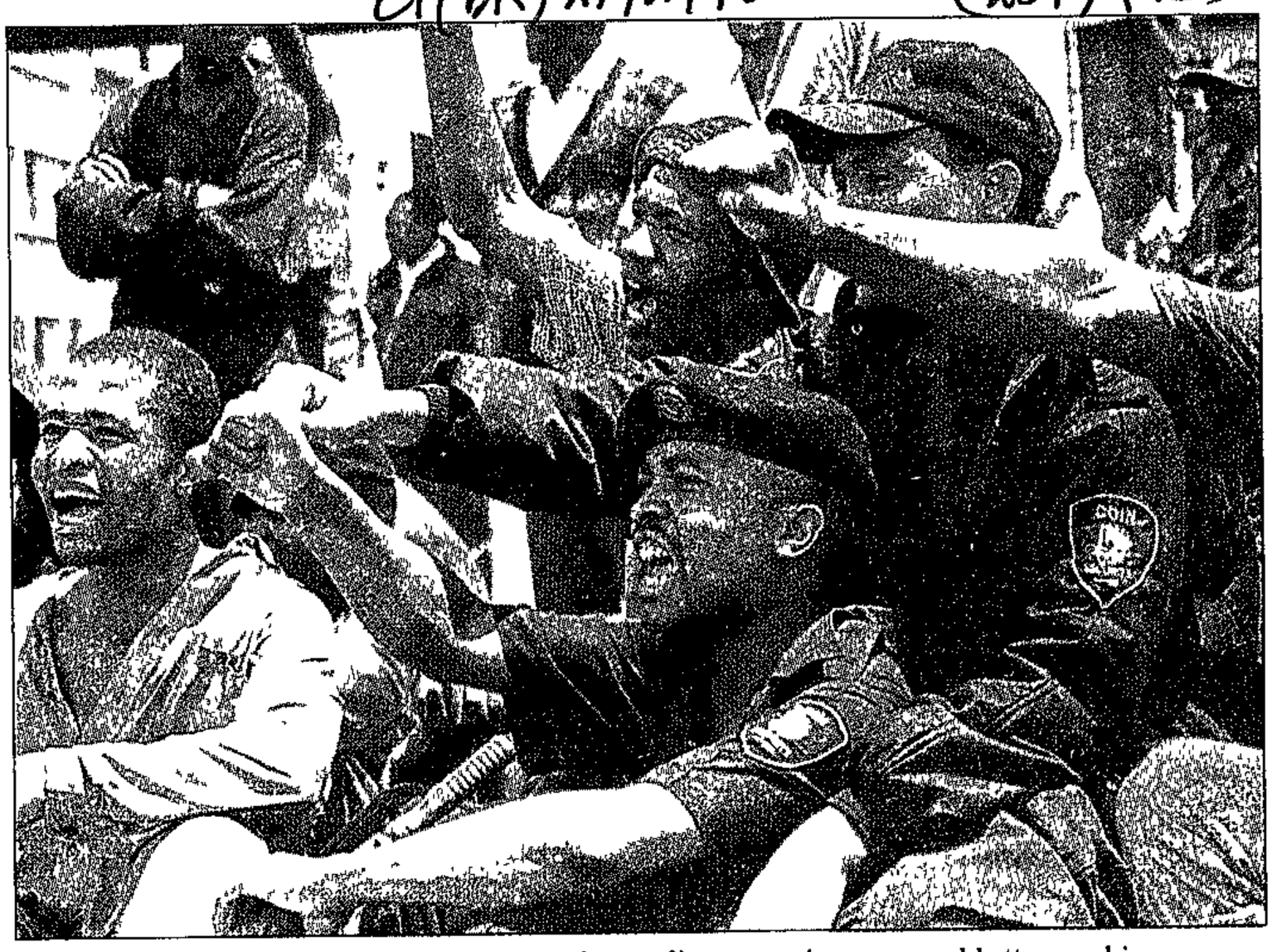
"As far as the physical guarding of banks is concerned, bank branches have been warned of the situation and we have been assured that plans have been made," said Lincoln Mali, a spokesman for the Council of South African Banks.

The strike, which started on Friday, was marred by violence and intimidation along the route.

Jerry Ngcobo, the president of the Transport and General Workers' Union, said the security guards would march to the southern Gauteng labour department this morning to hand in a memorandum of their demands to a "senior official"

Workers are demanding, among other things, a 12 percent wage increase, a full 13th cheque, a 4 percent employer contribution towards a provident fund and double pay for Sunday work.

A revised offer by employers of a 10 percent wage increase and a 3 percent contribution split between a provident fund and an annual bonus was rejected by the unions on Thursday night, precipitating the strike



MASS ACTION *Security guards, who are demanding a pay increase and better working conditions, at a strike that began in Johannesburg on Friday* PHOTO JOHN WOODROOF

Security unions face threat of interdict

(287)

BD 23/2/98

Reneé Grawitzky

SECURITY employers threatened yesterday to apply for an interdict on the eve of a strike which could bring the security industry to a standstill, as close to 100 000 security guards take to the streets today in support of a 12% across-the-board wage increase.

Tension began mounting on Friday when members of the Transport and General Workers' Union went on strike ahead of the start of the national strike today. During a march in Johannesburg an altercation broke out between union members and police. Employers accused the union of attempting to intimidate nonstriking workers.

The Commission for Conciliation, Mediation and Arbitration has intervened and called on all parties to attend a meeting tomorrow in an attempt to resolve the dispute.

Eight unions in the contract security industry gave employers 48 hours notice on Tuesday of their intention to strike in support of a range of demands, including the establishment of an industry provident fund. The minimum wage for security guards, who work on average a 60-hour week, range from the lowest of R700 a month to R1 130 a month.

Employers represented by two employer bodies, the SA National Employers' Association (Sansea) and the Security Service Employer Organisation said they had consulted senior counsel. Sansea chief negotiator Don Masterson said employers would give the unions 48 hours notice today of their intention to interdict the strike, which would have a devastating effect on the whole country if it went ahead.

Masterson refused to say on what basis the strike would be interdicted. A labour lawyer believed that the unions had complied with the requirements of the Labour Relations Act.

Professional Transport Workers' Union spokesman Emilie Fourie said it was sad that the parties had to come to this point, especially in an industry which had to be uplifted and an "industry so crucial for the safety and security of all South Africans".

A source said the dispute had been exacerbated by a division between major employers, since a group of employers had split from Sansea late last year. Fourie said divisions also appeared to be looming between the eight unions.

Security guards take hard line on strike action

ARG 23/2/98

Hundreds of security industry workers gathered at the Library Gardens in central Johannesburg today to take part in a protest march to the Department of Labour offices.

The workers planned to hand over a memorandum outlining their demands for better working conditions. (287)(482)

They have embarked on a country-wide strike to demand a 12% wage increase, a 13th cheque and an upgraded status for security guards who have to carry firearms.

SA National Security Employment Association chief negotiator Don Masterson said employers would today apply for an urgent interdict in the Labour Court to have the strike declared unprotected.

Meanwhile, employers and unions have been issued with an order by the Commission for Conciliation, Mediation and Arbitration to attend a joint meeting tomorrow to try to resolve the dispute. – Sapa

Guards vow to embark on strike

(287) Sowetan 23/2/98

Cash-in-transit security men may not be part of striking union members

UNION representatives of security guards warned at the weekend that a full-blown strike would start today if their demand for a 12 percent pay increase is not met.

A protest by security guards at Johannesburg Library Gardens ended peacefully on Friday after 2 000 guards gathered to demand higher wages.

Security guards from Johannesburg, Pretoria and Vereeniging toyi-toyied around Library Gardens in central Johannesburg in preparation for a full-blown strike today.

The deputy general secretary of the Professional Transport Workers Union, Ms Emily Fourie, said the strike could cripple South Africa within hours if the security industry did not accede to their demands.

Spokesman for the union Mr Isaac Khumalo said they expected at least 150 000 security guards from all over Gauteng to join the strike. Employer bodies represented had offered a six percent wage increase earlier this month.

"We will start here again on Monday morning if they do not meet our demands," Khumalo said.

Meanwhile, security employers will today apply for an urgent interdict in the Labour Court to have the planned strike declared unprotected.

Mr Don Masterson, chief negotiater for the SA National Security Employment Association, said last night if the interdict was granted, it would in terms of the Labour Relations Act give employers the power to terminate the services of strikers.

Eleven unions, including the giant Transport and General Workers' Union which started its strike on Friday, would join in, Khumalo said.

It was not clear whether the cash-in-transit security men would also join. Most cash-in-transit workers belong to non-affiliated unions.

Council of South African Banks spokesman Mr Lincoln Mali said the operations of the country's largest cash-in-transit company, SBV, would not be affected by the strike. – *Sapa.*

Guards desert banks, shops

(287) (~~[illegible]~~)

130 000 staff expected to strike for better working conditions

Star 23/2/98

STAFF REPORTER

Security guards gathered at the Johannesburg Library Gardens from early today on a strike for better working conditions which is expected to affect banks, businesses, shops and homes as they are left unguarded.

Bank ATMs were unguarded this morning and entrances to businesses, usually occupied by several security guards, were deserted.

'10% rise not much on a wage of R700'

More than 130 000 workers nationwide were expected to participate in the strike, upsetting the entire security industry as mass meetings are held in Pretoria, Durban, Cape Town and Port Elizabeth. In the smaller centres workers are expected to gather outside their places of work. In Johannesburg, guards gathered to march to the Department of Labour to present a memorandum to minister Tito Mboweni.

The group of toyi-toying guards in Library Gardens said: "Our employers are offering us a 10% wage increase, but we'd like to get a 13th cheque and leave pay. A 10% increase is fine when you earn about R3 000 but it's not much when you earn R700." The guards will be given 24 hours before the action is declared illegal.

South African National Security Employers' Association chairman Mick Bartmann said "quite a few thousand" security personnel had participated in a run-up protest march on Friday, which had been "a serious day" for the industry.

"We received reports of serious intimidation over the weekend. People were injured, cars were stoned and damaged, and shots were fired on the premises of an East Rand security company on Saturday."

Bartmann said employers and workers were deadlocked over guards' salaries and benefits, and the dispute was now countrywide.

"We have obtained legal opinion and the 11 unions concerned are being served with letters ordering them to call off the strike within 24 hours. If they fail to do so, we will apply for an urgent court interdict."

Employers and security industry unions have been issued with an intervention order by the Commission for Conciliation, Mediation and Arbitration, requiring them to attend a joint meeting tomorrow.

But Emily Fourie, spokesman for the guarding division's Professional Transport Workers' Union and the cash-in-transit industry's Motor Transport Workers' Union, said the strike would go ahead.

Unhappy security guard says it's time to fight

BY GILL GIFFORD

Vusi (45), a guard who has been employed by one of the largest private, national security companies for seven years, earns a R1 130 salary.

He often puts in 12-hour overtime shifts but still takes home only about R800 at the end of the month.

He has no medical aid or provident fund, and had to pay for his work uniform, which cost R300. Vusi is an E-grade security guard, meaning that he has only basic training for which he had to pay R250. He may not carry a firearm.

He is assigned as a security guard at several premises, where he is required to patrol areas such as parking lots.

"If it rains or it gets very cold you are exposed. You aren't provided with anything," says Vusi.

Transport costs to and from his daily assignments are deducted from his salary, and are in addition to the costs of getting to work and back.

Vusi lives with his wife, a domestic worker, and four young children in a rented backroom of a house in KwaThema, East Rand. He works from 6am to 6pm, five days a week. He sometimes works a six-day week, for which he is paid one-and-a-half-times the normal rate, he says.

"I wake at about 3am so that I can go by train to work as it is the cheapest. A one-way train ticket is R10, but if I take taxis it's about R40 a day," he claims.

"So today it's time to fight. We can't carry on like this."

BD 24/2/98

Guards' strike hits local security industry

Pule Molebeledi (287)(288)

THE security industry lost millions yesterday when thousands of security guards joined a countrywide "unprotected" and "unlawful" strike organised by 11 unions, the SA National Security Employers' Association said.

Don Masterson, the association's chief negotiator, said they had notified individual unions to instruct workers to return to work within 24 hours.

Masterson, who said he feared that the industry would lose more money if the strike continued, said the association was preparing an urgent court interdict against the unions.

Jerry Ngcobo, national co-ordinator of the Transport and General Workers' Union, confirmed receipt of notification from the employers' lawyers. He said the strike would continue today despite the threat of an interdict.

Thousands of security guards countrywide left bank ATMs, businesses and homes unattended and took to the streets demanding a 12% wage increase across the board.

In Johannesburg security guards marched to the offices of Labour Minister Tito Mboweni and handed in a memorandum detailing their demands. These included a 13th cheque, a bonus scheme, double-time payment for Sundays and the establishment of a national bargaining council.

Unions and employers are due to meet at the Commission for Conciliation, Mediation and Arbitration today. They failed to settle earlier this month.

Despite reports of isolated incidents of intimidation, banks, including Absa and Standard, said the strike did not have a significant impact on business. Carina Potgieter, Absa's media manager, said "it was business as usual, except for one case where we were delayed in delivering money. We then arranged with an independent contractor to deliver money for us."

Standard Bank media relations manager Eric Larsen said the bank was not affected by the strike as most security workers reported for work.

Workers alleged that the industry was exploitative and paid "peanuts". They cited examples of workers earning R300 a month.

A shop steward alleged that some inspectors within the Security Officers' Board — a body regulating the industry — were receiving bribes and ignored unfair labour practices.

Sapa reports three participants in a security guard march in Johannesburg were arrested for assault and intimidation. Police spokesman Supt Chris Wilken said groups on their way to Library Gardens pulled security guards on duty into the march. At about 11.20am two guards who refused to take part in the march were beaten up.



Security guards yesterday marched to the Johannesburg offices Tito Mboweni where they handed over a memorandum.

Guards face mass sacking

(287)

Strike, marred by violence, is unprotected and illegal say employers: intention is to start firing staff on Friday

Star 21/2/98

JOHN WOODROOF / BUSINESS REPORT

By Gill Gifford, Thembakazi Skenjana and Sapa

Thousands of security guards participating in a nationwide strike for better pay face losing their jobs by the end of the week if employers succeed in having their action declared illegal.

But workers said today they would gather at major centres across the country again to continue the strike despite the threat of court interdicts declaring the action unprotected or illegal.

The guarding division's Professional Transport Workers Union and the cash-in-transit industry's Motor Transport Workers Union spokesman Emily Fourie said. "We are disgusted with the court action It is an act of bad faith when such action is taken when negotiations are still under way"

Fourie added that workers were anxiously awaiting feedback from their employers.

Estimates of the number on strike yesterday ranged from the 30 000 given by employers to the 100 000 put out by unions and more were expected today as the Western Cape joined the protests

Workers held rallies and marches in cities around the country yesterday. The strike caused major disruptions, with many buildings, shopping centres and banks left unguarded.

The security industry stands to lose millions if workers and employers do not reach a compromise soon, said Mick Bartmann, spokesman for the SA National Security Employers' Association (Sansea)

"The losses could run into millions with the strikes, but most companies have contingency plans and these will cause some relief," he said.

Bartmann said the money was lost when guards did not report to their posts for duty and their companies would lose contracts

The march in Johannesburg yesterday was marred by incidents of vandalism and intimidation of guards who were not taking part in the strike Three marchers were arrested.

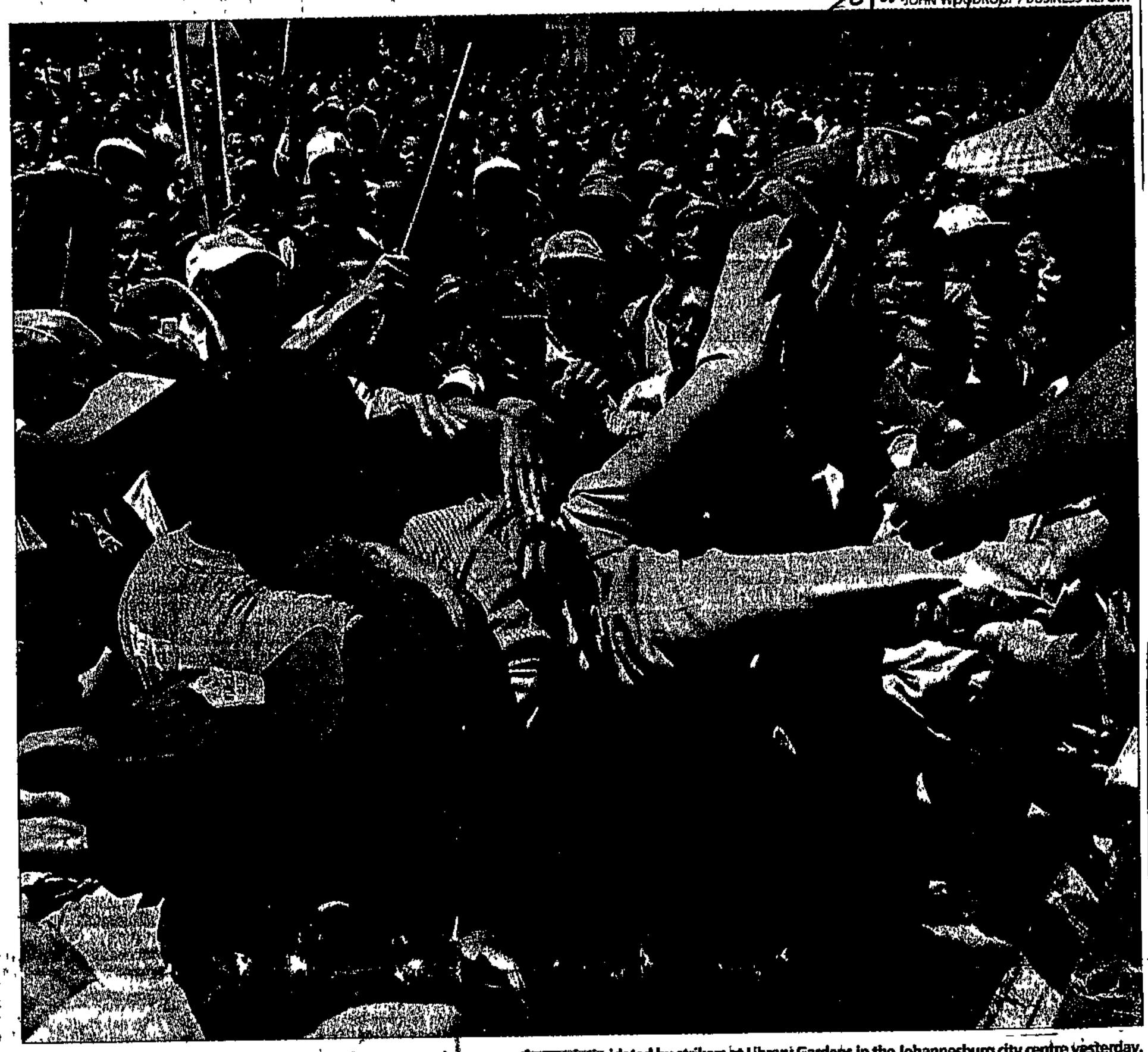
The Commission for Conciliation, Mediation and Arbitration, a statutory body, has issued both the employers' organisation and the unions with an intervention order, and has summoned the leadership to an all-day hearing today.

Talks between the South African National Security Employers' Association (Sansea) and the 11 participating unions were still deadlocked last night.

"We are at a stalemate. The unions are asking for a 12% wage increase, 4% company contributions to a provident fund and an annual 13th cheque bonus. Employers are offering a 10% wage increase, 3% provident fund contributions and no bonus unless it is drawn from the provident fund money," said Fourie.

The employers maintain the strike is illegal as it violates a wage agreement which expires only in April.

"We believe the strike is unlawful. If the guards don't turn up today we will apply to the Labour Court for an urgent interdict," Bartmann said. "Once we get it, we will start terminating their employment, probably from Friday."



Getting rough ... a municipal security guard on his way to work was one of many intimidated by strikers at Library Gardens in the Johannesburg city centre yesterday.

Interdict sought against security strikers

CT (BDR) 24/2/98 (REF) (287)

FRANK NXUMALO
LABOUR EDITOR

Johannesburg — The South African National Security Employment Association (Sansea) had applied for a court interdict against striking security workers after 11 unions ignored the organisation's call to end their strike by 5pm yesterday, said Don-Masterson, the chief negotiator of Sansea.

Sansea would be seeking legal opinion on the legality of the nationwide strike, which started last Friday, by an estimated 130 000 security guards.

"We are claiming that the strike is not protected, therefore unlawful," Masterson said.

The strike was triggered by a deadlock between the parties at the Commission for Conciliation, Mediation and Arbitration (CCMA) over a pay rise and conditions of work.



INSECURE *Frank Chepape, a municipal security worker, with union members during the security officers' strike in Johannesburg yesterday. He was released unharmed*

PHOTO JOHN WOODROOF

Workers rejected a revised offer by employers of a 10 percent wage increase and a 3 percent contribution for either a provident fund or an annual bonus.

Workers are demanding a 12 percent wage rise, a 4 percent contribution by employers towards a provident fund, a thirteenth cheque and double pay for Sunday work.

Masterson said he "hoped" a Labour Court hearing on the matter would be granted for Thursday, but the parties were expected to meet at the CCMA offices this morning.

Striking unions clash on streets

(287) (498) CT(BR)25/2/98

FRANK NXUMALO
LABOUR EDITOR

Johannesburg — A ban on gatherings of striking security workers in Johannesburg was announced yesterday evening after clashes with police and strikers in the city centre yesterday afternoon.

Violence broke out when police tried to move more than 3 000 striking security guards at the Library Gardens to make space for a National Union of Mineworkers (NUM) march.

The peaceful NUM march, calling for a moratorium on gold mine retrenchments, proceeded to the Chamber of Mines, where the marchers handed over a memorandum of their demands.

The chamber promised to look into the mineworkers' grievances during the two-day gold summit scheduled for tomorrow in Johannesburg.

Meanwhile, police used stun grenades, teargas and bird shot when striking security guards, who were armed with bricks, bottles and traditional weapons, charged them. Chris Wilken, the police spokesman, said that at least 10 policemen were injured and at least five security guards hospitalised.

The nationwide guards' strike will continue today, pending the outcome of the Commission for Conciliation, Mediation and Arbitration (CCMA) meeting between the parties.

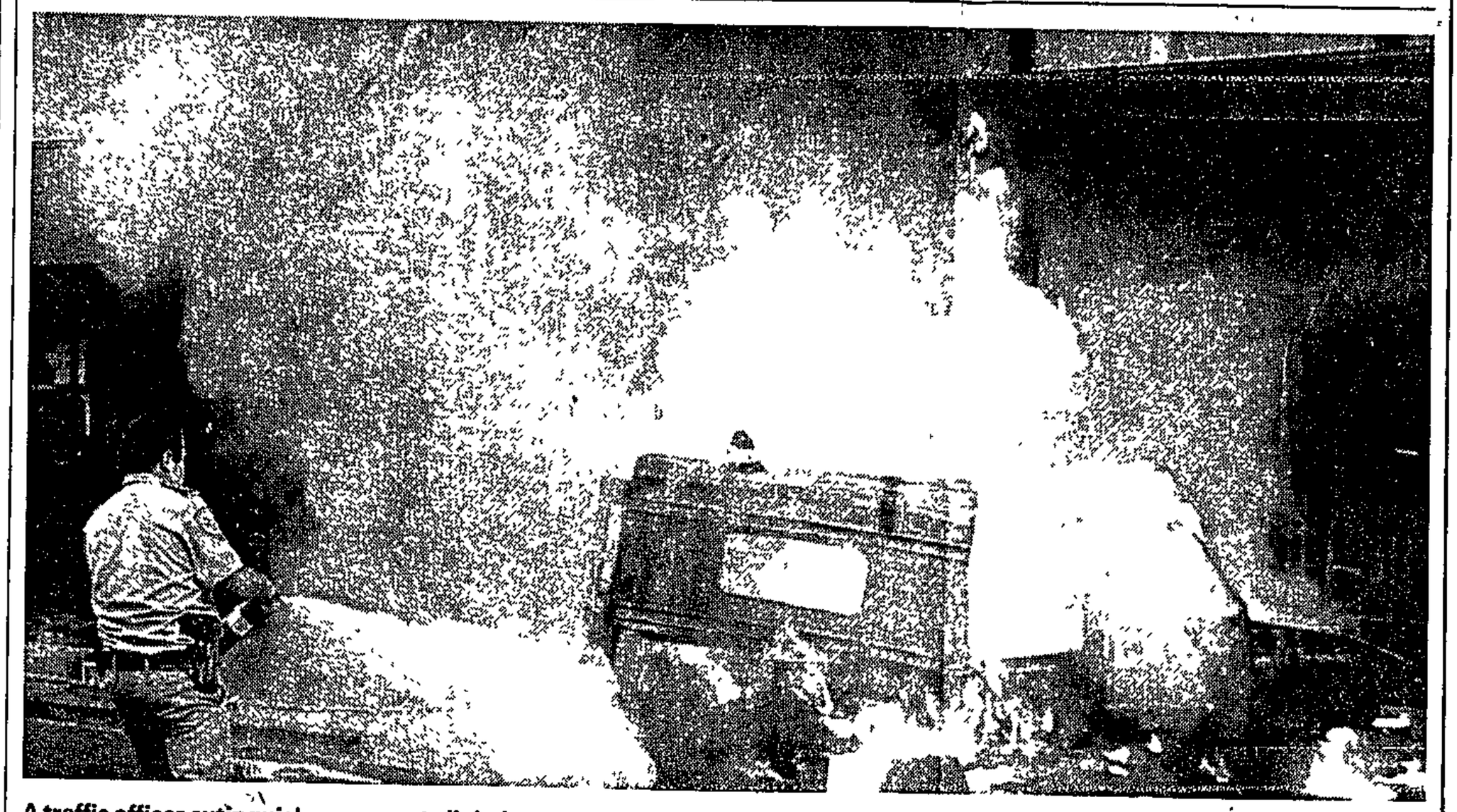
The CCMA meeting was adjourned yesterday to allow the unions to prepare their case against the employers' application for a court order regarding the legality of the strike.

On Thursday, the unions rejected a revised offer of a 10 percent salary increase against their demand of 12 percent.

The South African Society of Bank Officials denied claims by the Professional Transport and General Workers' Union that it might join the striking security guards this morning.

But more than 50 000 transport workers allied to the Transport and General Workers' Union might join in if there is no settlement over a wage dispute.

Transport workers' representatives were still locked in talks with employers late yesterday.



A traffic officer extinguishes a car set alight by striking security guards in Johannesburg yesterday. Picture AP

Police, security guards clash in city centre

BD 25/2/95

Pule Molelebeledi and Pearl Sebolao

POLICE threw stun grenades and opened fire with rubber bullets at striking security guards in the Johannesburg city centre yesterday.

Police said there had been some shooting from the crowd, and security guards had thrown stones and bricks at police. At least six policemen and three security guards were injured.

A bakkie belonging to Peaceforce security company was set alight.

Police spokesman Supt Chris Wilken said nobody had been arrested.

Police used razor wire to cordon off the area around the Library Gardens when security guards, who had been there since the morning, refused to make way for a National Union of Mineworkers' protest march.

Police cordoned off the area to prevent the guards from interfering with the NUM march. The guards were trapped behind the barricade until 6pm when the police removed the razor wire, after the NUM march ended.

The security guards were protesting in support of a three-day old wage strike. Jerry Ngcobo, national co-ordinator of the Transport and General Workers' Union, said security guards from the Western Cape and Eastern Cape would join the 11 unions already on strike today.

The security guards are demanding a 12% wage increase across the board plus a 13th cheque, a bonus scheme, double time payment for Sundays and a national bargaining council.

Negotiations in the Commission for Conciliation, Mediation and Arbitration stalled when the unions indicated they would begin discussions only after employers agreed to withdraw their interdict application against the strike. Talks will, however, resume today.



THE STAR

Protest smash: a non-striking security guard douses a flaming van which strikers deliberately crashed into the wall of a furniture shop

Police ready for strike violence

(287) (1602)

ARG 25/2/98

Johannesburg – Police will throw a security net around the Johannesburg city centre today after yesterday's march by striking security guards led to mayhem.

In the most violent day in the city centre since the Shell House shootings four years ago, police fired teargas, rubber bullets, stun grenades and threw a razor-wire cordon around the Library Gardens, where thousands of security guards had gathered for the second day. Strikers pelted the police with half-bricks and bottles, and crashed a van into a furniture shop. – Argus Correspondent



Confrontation: policemen arrest a striking security guard during the protest

10 cops injured in clashes with striking security men

Sowetan 25/2/98 (257)

By Muzi Mkhwanazi

SEVERAL civilians and at least 10 policemen were injured in clashes between thousands of striking security workers and police in Johannesburg yesterday afternoon.

The clashes caused parts of the city centre to come to a virtual standstill.

Police had to use razor wire to cordon off some streets and block off the striking security guards who had earlier demonstrated at Johannesburg's Library Gardens in support of a demand for a 12 percent pay increase from their employers, the South African National Security Employers' Association.

Chaos broke out when the strikers refused to make way for a National Union of Mineworkers' (NUM) march.

Police fired stun grenades, teargas and rubber bullets to disperse the striking workers. They were also accused of using live ammunition but this could not be confirmed

Johannesburg police spokesman Superintendent Chris Wilken said police were forced to fire at the workers because they were throwing stones and bottles at them.

He denied police had used live ammunition

"Members of the NUM were supposed to have used the same venue to stage a picket demonstration.

"They have obtained permission for the event. We are trying to disperse the crowd so that the NUM members can stage their demonstration," Wilken told *Sowetan* during the chaos.

Wilken said five policemen were seriously injured and had to be taken to hospital The others received minor injuries.

Last night police announced a ban on gatherings by the striking security industry workers in Johannesburg.

However, Transport and General Worker's Union general secretary Randall Howard urged workers to turn out in large numbers today to continue their pressure on the employers to accede to their demands for a 12 percent pay increase, company contributions to a provident fund and an annual 13th cheque.

Howard also said the union's lawyers were planning to oppose an application for an interdict declaring the strike unlawful.

● **See page 6**

Guards' unions pull out of talks

(287)

Sowetan 25/2/98

Sowetan Reporter

THE five-day strike by security guards took another turn yesterday as trade unions withdrew from wage negotiations in protest against the application by employers for an interdict against the industrial action.

Transport and General Workers Union (TGWU) spokesman Mr Jerry Ngcobo said that workers could not negotiate "with employers holding a gun to their heads". He was referring to the pending interdict.

About 30 000 security guards are estimated to be taking part in the strike and their numbers are sure to rise as workers from Western and Eastern Cape are expected to join the action today.

Ngcobo said the strike, which started in Phalaborwa and Tzaneen in Northern Province last Friday, had been joined by Gauteng and KwaZulu-Natal on Monday and Pretoria and Vereeniging yesterday.

The South African National Security Employers Association (Sansea) was said to be in caucus and not available for comment.

Sansea earlier threatened to dismiss all security guards who were on strike, but only if the strike was declared illegal.

Ngcobo said: "We are 100 percent sure that what we are doing is correct and within the law. We are not afraid of threats."

He said the unions had fulfilled all requirements in calling for a strike and saw no possibility of the action being declared illegal.

"Although employers would have the world believe that the strike is about wages, it is not. It is about better conditions of work," said Ngcobo.

He said members wanted to have a provident fund and to receive bonuses.

City braced for more violence

Star 25/2/98 (287)

Clashes expected as police ban march by striking security guards after mayhem in Jo'burg yesterday

By Mbangwa Xaba, Matthew Burbidge, Ryan Cresswell and Rodney Victor

Security guards are determined to continue strike action despite serious clashes with police yesterday and a ban on today's march.

A police officer said a docket would be opened against the Provincial Transport Workers Union and the cash-in-transit industry's Motor Transport Workers Union.

Other police spoken to in Library Gardens in the city centre said today they had been instructed to arrest striking security workers.

"Police were deployed at all major transport flashpoints and a tight police presence at the Johannesburg Park Station will be maintained," said the police officer.

Union spokesman Emily Fourie said: "When workers meet at Library Gardens this morning we will start moving them to another venue to try to diffuse possible violence.

"The council have declared the gatherings illegal and workers will now only wait for feedback from employers."

Police had thrown a security cordon around the city by 7am following yesterday's march which degenerated into mayhem.

In the most violent day in the city centre since the Shell House shootings four years ago, police fired teargas, rubber bullets and stun grenades and threw a razor-wire cordon around the Library Gardens, where thousands of security guards had gathered for the second consecutive day.

The workers pelted the police with half-bricks and bottles. They crashed a Coin security van into the Tony Factor furniture shop and set it alight.

Peak-hour traffic was brought to a standstill and it took many motorists more than an hour to get out of the CBD.

The guards started gathering at the Library Gardens early yesterday, and by mid-morning they started marching around town looking for colleagues who had not joined the strike.

As the day progressed, the organisers seemed to lose control of the crowds, who began looting out plants, overturning dustbins and banging on doors of buildings and vehicles.

The situation turned ugly at about 2.45pm, when police cordoned off the entire Library Gardens, separating the 3 000 security unionists and members of the public from the expected 2 000 National Union of Mineworkers (NUM) members who had applied to hold a meeting near the adjacent Cenotaph later in the afternoon.

All hell broke loose as security guards tried to get out of the cordoned-off area.

Mineworkers arriving for their rally got caught in the crossfire, as police fired rubber bullets and security guards threw half-bricks. A number of union members and policemen were injured by batons, rubber bullets and rocks, and several people were shot and wounded.

About 300 guards who had not been contained behind the wire marched down Simmonds Street and into Pritchard, with police and traffic officers battling to control them.

Shopkeepers rolled down their shutters, and terrified motorists were trapped as guards ran in and out of the traffic chased by police.

Later, police charged at the crowd in Simmonds Street.

The standoff ended at 6.30pm, when the wire was opened and the crowd allowed to disperse.

Don Masterson, president of the SA National Security Employers Association, said the three-day-old strike had cost millions. Masterson, a chief negotiator in the pay-rise wrangle with 13 unions, said: "We are very, very keen to settle this matter as soon as possible."

The unions are demanding a 12% wage increase, a 13th cheque and improved benefits. Employers are offering 10%.

Employers in bid to end strike by guards

ARGUS CORRESPONDENT

Johannesburg – Security industry employers will apply for an interdict in the Labour Court today to prevent security guards continuing a strike which has already cost the industry millions of rands and resulted in violence and chaos in Johannesburg.

The South African National Security Employers' associations and unions have deadlocked in talks aimed at reaching agreement on wage increases.

Employers are offering a 10% across-the-board salary increase, a 3% contribution towards the workers' provident fund and a 20% annual bonus.

Emily Fourie, a spokesman for the Professional Transport Workers' Union, said the offer was unacceptable, considering that the majority of workers earned only about R1 130 a month. The unions are demanding a 12% salary increase, a 100% 13th cheque, double pay on Sundays and improved benefits.

Mr Fourie said last night that the unions would oppose the interdict application and would meet early today to discuss the issue before going to court.

The strike, which began on Monday, turned ugly when guards and police clashed violently in the Library Gardens on Tuesday.

Don Masterson, president of the South African National Security Employers' Association, said they wanted the strikers back at work as soon as possible to restore some normality to the industry.

Police spokesman Chris Wilken said the unions had successfully applied to continue gathering in a field next to the Workers' Library in Newtown until March 3. He confirmed police had opened a case against the unions for gathering illegally at Library Gardens on Tuesday and that the six policemen who were injured in the clashes had laid charges of assault.

Security guards' strike deepens

Two uniformed security men run for their lives after being stripped naked

By Abdul Milazi

YESTERDAY'S third protest gathering of disgruntled security guards in Johannesburg was marred by ugly incidents of intimidation and assault of a shopkeeper and two guards who were going to work.

The two uniformed guards were passing Library Gardens when they were assaulted and stripped naked by some of the strikers, and had to run for their lives only in their underpants.

The second incident occurred at 11.30am in Jeppe Street where a small group of strikers, who were marching to the Workers' Library in Newtown, forced open the door at CMC Wholesalers and forced shopkeeper Mr Bruce Shabalala to join the march.

They allegedly stole two dozens of towels from the shop.

Shabalala said about five or six people burst into the shop as he was trying to close the door when the marchers passed by. Two marchers grabbed him and dragged him outside, while one of them took two packets containing two dozens of body towels.

The strikers were moved to the Workers' Library after a ban on Tuesday night prohibiting them from gathering in the city centre. Their permit to gather at Library Gardens had also expired.

Leaders of the 11 security industry unions taking part in the strike yesterday appealed for discipline from their members and asked the strikers not to attack anyone on their way home.

Transport and General Workers' Union national chairman Mr Jackson Simon said the unions and employers had failed yet again to reach a settlement, and the employers had threatened to go ahead today with their application for an interdict against the strike.

"Tomorrow we are still gathering here Employers have not moved, they have instead said we have until five o'clock to respond to their 10 percent offer or they will go ahead with their application tomorrow," Simon said

Employers have also rejected the workers' demand for a provident fund in the industry and for security guards to get bonuses.

"We are going back to the CCMA (Commission for Conciliation, Mediation and Arbitration), not to negotiate this time but to honour our commitment," Simon said.

Chief negotiator for the unions Ms Emily Fourie said: "We have sought legal opinion and our case is very strong. But we will wait until tomorrow to see what the employers do."

Security bosses seek ban on strike

(287) (Star)

STAFF REPORTERS

The security industry will seek an interdict in the Labour Court today to prevent security guards from continuing their strike which has cost millions of rands and brought violence and chaos to the Johannesburg CBD.

Employers and unions have struggled all week to reach agreement on wage increases, but the talks have deadlocked.

Employers are offering a 10% across-the-board increase, but unions have rejected the offer.

"We want a 12% increase, which is not unreasonable if you consider that most security workers earn about R1 130. It's only an extra R137 a month that we want," said Emily Fourie, spokesman for the Professional Transport Workers' Union.

Workers also want a 4% company contribution to a provident fund and a 13th cheque. Employers have offered a 3% provident fund contribution and no annual bonus unless it comes from the provident fund contribution.

Security guards were bitter because they felt cheated by their employers, Fourie said.

"They face death at the hands of violent criminals every day, and when they die or are injured there is not even any life assurance or disability benefit for them.

"They guard beautiful homes and expensive office complexes where they see all these luxuries, and they haven't even got food to put on their tables at home.

"They see an industry that is expanding and flourishing because there's such a demand for security guards, but they don't see any of the profits coming to them," she said.

Employers did not seem to have a social conscience, Fourie said.

"We're only asking for the basics. Everyone should have a provident fund because it's a drain on the country that people should be dependent on the Government when they retire."

Unions would oppose the interdict that employers were seeking, Fourie said.

Don Masterson, president of the South African National Security Employers' Association, said employers wanted the strikers back at work as soon as possible to restore some normality to the industry.

The unions also wanted the dispute resolved quickly, Fourie said.

Yesterday guards gathered at Johannesburg's Library Gardens and marched to Newtown.

Six policemen injured in Tuesday's clashes with strikers in the CBD had laid charges of assault, Wilken added.

Star 26/2/98

Deadlock in talks between security guards and employers

TALKS between striking security union representatives and the SA National Security Employers Association (Sansea) deadlocked yesterday, with unions set to contest an interdict application by employers that the strike be declared illegal.

Professional Transport Workers' Union spokesman Emily Fourie said the union would oppose the interdict application at the Labour Court in Johannesburg today.

Fourie said the unions would meet to discuss a plan for the day before going to court.

She said Sansea sent representatives to the Commission for Conciliation, Mediation and Arbitration offices yesterday.

It was still taking part in negotiations, she said, although the delegation disappeared after a caucus session earlier in the day.

Security guards started a nationwide strike on Monday, demanding a 12% salary increase, a 13th cheque and double pay on Sundays.

Employers have offered a 10% increase and a 13th cheque of 20% of one month's salary. They threatened to apply for a court interdict today if the unions did not accept their salary offer.

The Transport and General Workers' Union's (TGWU's) Jackson Simon told a gathering of about 3 000 strikers in Newtown, Johannesburg, that Sansea had to withdraw its threat to seek a court interdict.

"We are not going to negotiate under intimidation.

"We cannot negotiate while guns are pointed at our heads," he said.

Union leaders asked workers to step forward with the names of strikers who were injured in Tuesday's clashes with police at the Library Gardens.

TGWU spokesman Jerry Ngcobo said about eight guards were injured in the clashes.

He said police at Johannesburg Central police station refused to open a case of assault on workers by police. — Sapa.

Employer body warns striking security guards of dismissals

BD 27/2/98 (287)

Pule Molebeledi

LAWYERS representing the SA National Security Employers' Association yesterday warned security guards of dismissals if they persisted with their unprotected strike.

The warning came during arguments in the Labour Court in Johannesburg, where the association's lawyers said that their clients were suffering damages running into millions a day as a result of the strike.

A Loxton, representing the association, argued that the strike was illegal and unprotected as it contravened a binding collective wage agreement reached by the two parties. The agreement expires in April.

The association applied for a court interdict after failing to reach a wage settlement with eight unions in the industry at the Commission for Conciliation, Mediation and Arbitration this week.

Employers wanted the court to interdict the unions from participating in an illegal and unprotected strike.

Thousands of security guards started strike action on Monday, demanding a 12% wage increase, double pay for Sundays and a 13th cheque. Employers offered a 10% increase and a 13th cheque of 20% of one month's salary.

Judgment on the urgent interdict would be made today, Judge Raymond Zondo told the court yesterday.

Hilton Cheadle, representing the eight unions, opposed the application and argued that the employers' construction of a contract was inconsistent with collective bargaining practices.

He said that it was general practice in labour relations in SA to start negotiations for the next agreement during the currency of the agreement concluded in the previous round of collective bargaining.

Cheadle submitted that the dispute brought by employers before the court was not genuine and that the approach was not reasonable.

Dustin Chick reports that the Institute for Security Studies has come out against moves to grant security guards more policing powers until the debate surrounding the transformation of the entire industry was completed.

The institute said arguments by the Security Officers' Board that the extension of its powers was compatible with the constitution, on the grounds that it was aimed at allowing them to make a meaningful contribution to the safeguarding of the public, was flawed.

Mark Shaw, head of the institute's Safety in Governance Programme, said granting security officers the same powers as the police was effectively a move which would allow the public to buy their own police. The national police service was empowered by government and was in turn accountable to it, while private police forces would be accountable to paying customers, he said.

Shaw said that the constitution (and especially the Bill of Rights) guaranteed equality for all South Africans, which the creation of a number of private police forces would take away.

The rapid growth of the security industry has prompted a series of calls for greater regulation, with government passing the Security Officers' Board Amendment Act.

CAPE ARGUS, **FRIDAY**, FEBRUARY 27,

Court ousts bid to end guard strike

(287) (292)

Johannesburg – A bid by security guard employers to have a strike by union members declared illegal was dismissed by the Labour Court today.

In his judgment, Judge Raymond Zondo said the unions' wage demands related to the 1998/99 period, which was not covered by a previous collective agreement between employers and unions.

Security guards went on strike on Monday over demands for a 12% wage increase.

They took to the streets of Johannesburg this week in protest against the South African National Security Employers' Association offer of 10% increases.

"It is artificial to define issues of disputes without giving a period of implementation," said Judge Zondo.

"The date of implementation is as essential an element in the issue of the dispute as the amount which is demanded."

The association was granted leave to appeal against the judgment. – Sapa

ARG 27/2/98

Guards assemble again

(287) Sowetan 27/2/98

SECURITY guards will assemble at the Workers Garden in Newtown, Johannesburg, this morning to hear what progress has been made with an interdict application by employers to stop them from continued strike action, Transport and General Workers Union spokesman Mr Jerry Ngcobo said yesterday

The SA National Security Employers Association (Sansea) applied to the Labour Court in Johannesburg yesterday for an interdict to have the strike action declared illegal. Eight unions representing security workers opposed the application

Security guards embarked on a nationwide strike on Monday, demanding a 12 percent salary increase, a six percent provident fund contribution, a 100 percent annual bonus and double pay on Sundays.

Employers have offered a 10 percent increase, a three percent provident fund contribution with an annual bonus worked into the package, and argued that workers already received double pay on Sundays.

In its application Sansea is arguing that unions had failed to comply with a section of the new Labour Relations Act. – *Sapa.*

Angry guards' dispute set to continue



GUARDING THE GUARDS . . . A security guard is escorted away by cops after allegedly being beaten by another security guard

By ZOLILE NQAYI

THE LABOUR dispute between security industry employers and security guards is set to continue this week after the Labour Court ruled on Friday that the security guards' strike action was legal.

Security guards have been on strike since Monday and the strike is believed to have cost the industry millions.

Last week the striking guards clashed with the police in the Johannesburg CBD Six policemen and a number of security guards were injured.

The court's decision followed an application by the South African National Security Employers for a court interdict declaring the strike illegal, and therefore preventing them from continuing with the action.

The strike came after negotiations between employers and guards had deadlocked

Unions representing the guards are demanding a 12-percent wage increase and a number of benefits – including a 4-percent contribution from employers to a provident fund – and an annual bonus

Employers are offering a 10-percent increase across-the-board, but union representatives have rejected the offer.

George Mabitla, the general secretary of the South African Security Workers' Union, said the employers' offer was "too little in view of the fact that some of the security guards are earning as little as R1 300 a month" without any benefits.

"The strike is still on, but that does not close the door on negotiations with employers," Mabitla told City Press.

☐ Meanwhile, the security guards' strike action has affected most retailers.

Some of the major chain stores in the CBD were forced to use a single entrance manned by casual staff.

(287) CP 1/3/98

Star 2/2/98

Parties optimistic over agreement to end strike by security guards

(287) (2

By Mbangwa Xaba

As the strike by security guards enters its 11th day, workers' unions and employers are optimistic about reaching an agreement today.

Last night, delegates from both parties were in a positive mood as they prepared for today's meeting.

Mick Bartmann, chairman of the South African National Security Employers Association (Sansea), said: "We shall be making new proposals to the unions and we hope to reach agreement."

Transport and General Workers' Union national coordinator Gerry Ngcobo said: "We are keen to have agreement on this matter."

During the last round of talks between the groups, workers demanded a 12% salary increase, a 4% company contribution to a provident fund and an annual 13th cheque bonus. But a deadlock was reached when employers refused to move on their offer of a 10% salary increase, a 3% provident fund contribution, and no bonus unless it is drawn from the provident fund money.

On Friday an interdict lodged in the Labour Court by Sansea to declare the strike illegal was dismissed with costs by Mr Justice Zondo.

The strikers were expected to gather again this morning at the Workers' Library in Newtown.

SOWETAN Monday March 2 1998

Victory for security guards

(287)

Sowetan 2/3/98

Labour Court dismisses employers' application against employees' action

By Abdul Milazi

A GROUNDSWELL of anger among security industry workers may reach a crescendo as the one-week strike by security guards intensifies this week after the Labour Court dismissed the employers' application for an interdict against the workers' action at the weekend.

The South African National Security Employers Association (Sansea) applied for an interdict on Friday to declare the security guards' strike illegal and unprotected in a bid to force workers to return to work.

Judge Raymond Zondo said the issue of wage demands by the unions related to the 1998-99 period, which was not regulated by the previous collective agreement between employers and unions in the sector.

At the centre of the strike, which has been marred by violence, is the workers' demand for better working conditions, including the establishment of a pension-provident fund, medical aid scheme and danger allowance.

These are in addition to a 12 percent wage increase demand, while employers are only prepared to offer 10 percent.

According to the Transport and General Workers Union (TGWU) the unions have for years only negotiated wage increases and not other benefits. Employers argue that the other demands were not part of the wage package.

Basic benefits

The eleven unions in the security industry, led by the TGWU, the sector's largest union, say it is time security guards enjoyed certain basic benefits. Currently there are no benefits in the industry.

A number of non-striking security guards have been assaulted by the strikers since the strike began, as black guards gathered at the Library Gardens from Monday to Friday without fail to voice their grievances.

Security strike unresolved

(287) BD 3/3/98

Pearl Sebolao

A MEETING between security worker's unions and employers failed to reach an agreement yesterday.

Union sources said the unions yesterday revised their overall demand from 19% to 17%, to encourage employers to increase their offer.

However, security industry chief negotiator Don Masterson denied this and said the revised 17% package was tabled last week and had been rejected by employers.

Masterson said the employers had lodged an appeal against the Labour Court decision on Friday which dismissed their application for an interdict against the workers to have the strike declared illegal and unprotected. The hearing would be held tomorrow.

He said, however, they would continue negotiating with the unions and were also "looking at their position".

He said the strike, which was marred by incidents of intimidation and violence last week, had cost employers about R30m in lost revenue. The workers were estimated to have lost about R20m in earnings since the strike began.

Transport & General Workers' Union spokesman Jerry Ngcobo said the unions would intensify strike action this week and workers would continue to gather at the Workers' Library in Newton every day.

Police spokesman Inspector Mark Reynolds said the gathering by about 1 000 striking security workers at the Workers' Library yesterday was without incident. However, the police would continue to monitor the area.

The Pretoria High Court last night granted an urgent interdict in favour of Coin Security Group prohibiting certain workers from intimidating management and employees, Masterson said.

Guards' strike: no end in sight

(287) (287)

Sowetan 3/13/198

THE strike by security guards entered its second week yesterday with no end in sight as talks between unions and employers remain deadlocked.

According to South African National Security Employers Association (Sansea) chief negotiator Mr Don Masterson, the strike has so far cost about R70 million. Workers have lost about R16,5 million in earnings.

About 30 000 workers from nine unions embarked on a nationwide strike last Monday, demanding a 12 percent salary increase, a six percent provident fund contribution, a 100 percent annual bonus and double pay on Sundays.

Employers have offered a 10 percent increase, a three percent provident fund contribution and an annual bonus worked into the package. They argued that workers already received double pay on Sundays.

Sansea's application to the Labour Court to declare the strike illegal and unprotected was dismissed with costs last Friday.

Transport and General Workers Union (TGWU) national industry coordinator Mr Jerry Ngcobo said there had been no talks at the weekend. They had asked for a meeting with employers to resolve the dispute.

Sansea will lodge an appeal against the Labour Court ruling tomorrow.

Ngcobo said employers were wasting their money. "I think the appeal is a racist thing because the ruling was made by a black judge." – *Sowetan.*

After retirement ... no mercy for security guard

Sowetan 3/3/98 (287)

By Abdul Milazi

AFTER working in the security industry for 46 years, Boy Wilfred Thabethe (62) will not have a cent to his name when he retires in three years' time.

Since he started working as a security guard at the age of 16, the only money Thabethe has received has been his monthly wages – the industry offers no benefits whatsoever (not even pension or medical aid).

He is one of the thousands of security guards from 11 trade unions who took to the streets last week to demand better working conditions.

They are demanding the establishment of a provident fund, medical aid scheme, overtime pay and double pay for Sunday work. They are also demanding a 12 percent pay increase (employers are offering 10 percent).

Transport and General Workers Union (TGWU) national industry coordinator Jerry Ngcobo says it is high time the security industry treated workers with respect. Security guards face life-threatening dangers at work but are not insured by employers and do not receive danger pay.

Thabethe says the establishment of a pension or provident fund in the industry would be a step forward "to at least have something to take care of a person when he retires".

"Time is not on my side and I have no hope of getting anything for my old age. I will retire with nothing after all these years," he says.

"We are not supposed to become ill. When one falls ill, employers deduct money even if you produce a doctor's certificate."

Physical violence

He says they are subjected to physical violence by their white supervisors when they are found sleeping or resting and are often fired without warning, sometimes without pay.

For the past week Thabethe and his colleagues have been gathering at the Library Gardens in Johannesburg to draw attention to their plight.

Scores of security guards were injured when members of the South African Police Service fired rubber bullets at strikers in a confrontation between the two groups in the city centre.

The police claim they were provoked by the strikers, who allegedly threw stones at them. Strikers claim they were provoked by members of the SAPS.

For Thabethe it does not matter who is right or wrong; all he is concerned about is seeing an improvement in his working conditions. He says the city violence overshadowed the workers' "justified" grievances.

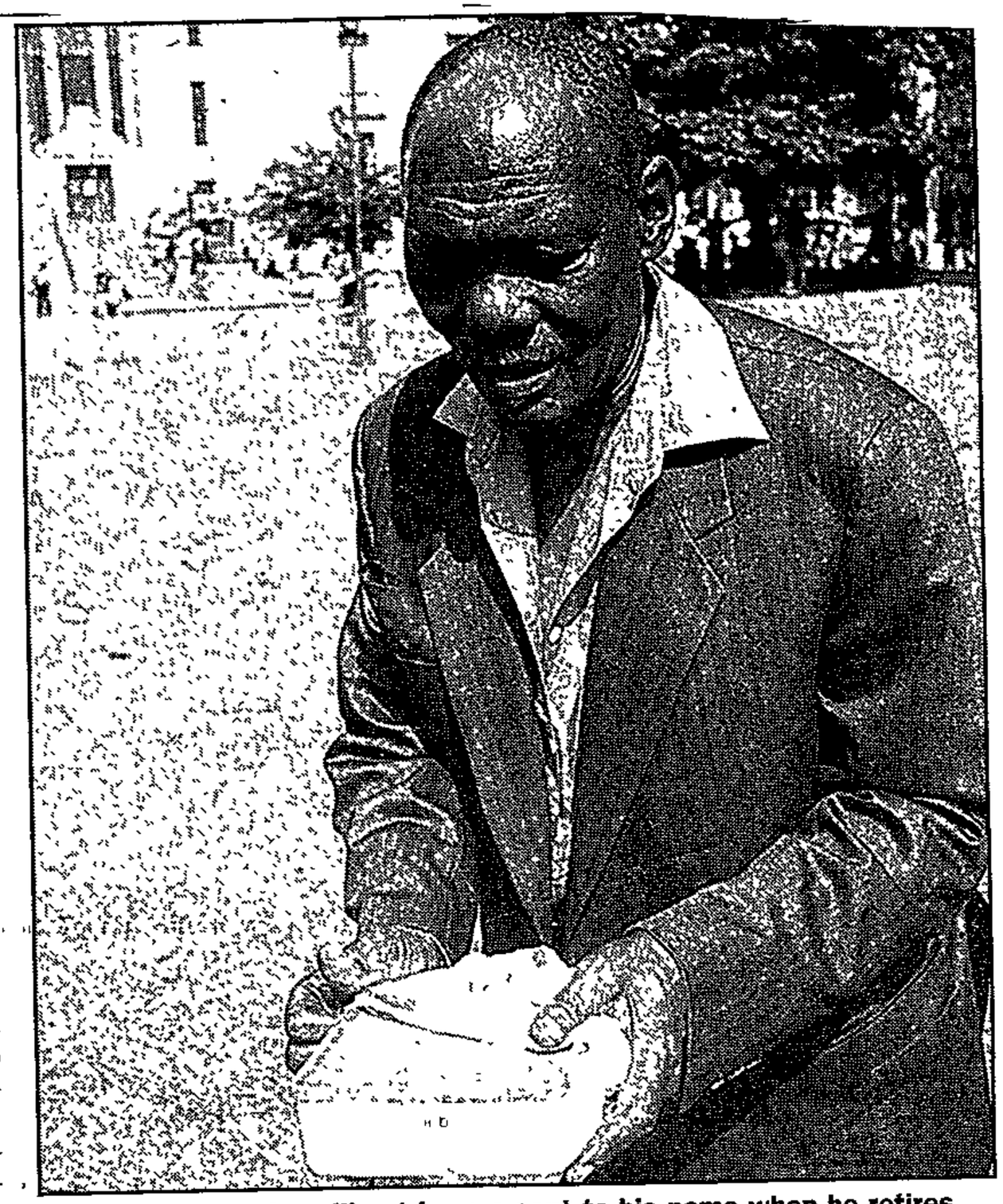
He cannot remember how many times he has been attacked at work and while going to work. "In all instances I lost my pay while I was hospitalised."

He argues that security guards are in a hopeless situation as the Security Officers' Board, which is supposed to look after their interests, is manned by their employers.

"How can we take our grievances to them when they are the problem?" asks Thabethe.

South African National Security Employers Association (Sansea) chief negotiator Don Masterson told *Sowetan* they were "very keen to resolve the matter as soon as possible".

An application to declare the security guards' strike illegal and unprotected was dismissed with costs by the Labour Court in Johannesburg at the weekend.



Boy Thabethe ... he will not have a cent to his name when he retires after almost five decades in the security industry.

PIC ANTONIO MUCHAVE

Security unions reject Mboweni involvement

(287) (152) BD 4/3/98

Pule Molebeledi

UNIONS representing striking security guards yesterday rejected employers' moves to request Labour Minister Tito Mboweni to intervene in the labour dispute which looks set to enter its third week unresolved.

Employers and unions failed once again to reach a settlement at the Commission for Conciliation, Mediation and Arbitration yesterday.

Workers, who have been on strike since last week, are demanding a revised 17% from 19% overall package while the employers are offering a 13% package.

Don Masterson, chief negotiator of the SA National Security Employers' Association, said they had not reached any agreement at the commission.

Realising that neither party could move on its stance, Masterson said, the association had then proposed to involve Mboweni and request him to refer the matter to the wage board.

Randall Howard, secretary general of the Transport and General Workers' Union, rejected the employers' proposal to request Mboweni to intervene as the unions believed parties must demonstrate maturity and the political will to resolve the matter themselves. "We will take legal advice, but insist that primary parties must find a resolution to this matter," he said.

NORWICH HOLDINGS

Norwich Holdings S.A Limited
Reg. No. 95/10366/06

Additional disclosures:

Norwich provides the following information in addition to information set out in paragraph 2 ("Holdi
on page 23 of, and on the same basis as the information set out in the defence document dated and se
on Monday, 2 March 1998;

1. Funds, the investments of which are managed by a subsidiary of Norwich, held 1 120 274 Aflife sha
   1998, being the last practicable date prior to the finalisation of the defence document.
2. Funds, the investments of which are managed by a subsidiary of Norwich, held 10 679 883 N
   20 February 1998, being the last practicable date prior to the finalisation of the defence documen
3. Save as set out in the table below there were no dealings by funds, the investments of which
   subsidiary of Norwich, in Aflife and Norwich shares in the period commencing six months prior to
   being the date on which Aflife's firm intention to make the offer was published in the press, and
   being the last practicable date prior to finalisation of the defence document.

	Dealings in Norwich Shares			Dealings in Aflife Sha	
Date	Purchases	Sales	Average share price *(cents per share)*	Purchases	Sales
04-Aug-97	30 000		938		
05-Aug-97	56 300		951		
06-Aug-97	32 200		951		

Security guards gun for 14% settlement in wage dispute

(287) (1558)

Pule Molebeledi

AN end to the two-week security guards' strike that has cost more than R60m in lost earnings and wages seemed to be in sight with both parties likely to settle at 14%.

Employers were still in caucus late last night, considering labour's revised demand at the Commission for Conciliation, Mediation and Arbitration.

But sources have indicated that employers had moved to 13,5%. They are expected to move up to 14% and settle with the unions.

Employers have until yesterday stuck to the 13% wage package offer while the unions moved last week from their demand of a 19% wage increase to 17%.

Last week, an application by the employers to have the strike declared illegal was dismissed by the Labour Court. They subsequently lodged an appeal which is scheduled to be heard today.

BD 5/3/98

Security-guard talks deadlocked

(~~182~~)(287)

Talks between unions representing employers and striking security guards deadlocked again yesterday at the Commission for Conciliation, Mediation and Arbitration.

Employers were meeting privately last night to see if they could improve their offer, which represented an effective 13% increase. The unions have revised their demands to a 17% increase.

Employers will today appeal against a Labour Court ruling that the strike is legal.

About 30 000 workers from nine unions are on strike. Yesterday workers assembled again at the Workers' Library in Newtown, Johannesburg, awaiting developments.

Police spokesman Inspector Mark Reynolds said the assembly had been illegal because no permission had been granted. – Staff Reporter and Sapa

Star 5/3/98

Court rules for striking security guards

Pearl Sebolao

BD 6/3/98

(287)

THE Labour Appeal Court yesterday dismissed with costs an appeal by the SA National Security Employers' Association (Sansea) to have the security guards' strike declared illegal, upholding a Labour Court decision that the strike was legal and protected.

Judge JP Myburgh said the unions had complied with all requirements. They had referred the dispute to the Commission for Conciliation, Mediation and Arbitration and had notified employers timeously of their intention to strike.

He said the unions were also not precluded from striking as the issues in dispute were not regulated by their collective agreement with employers.

The unions submitted demands on wages and other conditions of employment applicable when the collective agreement expired on April 8.

Professional and Transport Workers' Union spokesman Emily Fourie told workers in Newtown yesterday that employers had increased their offer by 0,5% to 13,5%. This meant a 10% increase for salaries, 3% on provident fund contributions and 0,5% for the yearly bonus, "which for Grade E security guards translated into about R70 a year", Fourie said.

Workers rejected the employers' offer, Transport and General Workers' Union national co-ordinator Jerry Ngcobo said. The workers instructed the unions to revise their demand to 14,5%, he said.

Sansea chief negotiator Don Masterson would not comment on the unions' revised demand as employers had not been notified.

The guards will today march to the offices of Springbok Patrol in Johannesburg in support of the strike.

Meanwhile, the SA Footplate Staff Association yesterday wrote to Labour Minister Tito Mboweni asking him to intervene and protect its members from being intimidated and attacked by the striking security guards.

If the safety of its members could not be guaranteed, De Vos said the association would "withdraw them from the work situation".

Key Market Movements — 4/3 to 5/3

Gold				Currencies					Stock Markets				
Lon close $/oz	Lon PM $/oz	Lon PM R/oz	Kruger-rand	R per $	$ per R	Europe close DM/$	Europe close R/£	3 month NCD	FTSE 100	Nikkei Index	JSE Ov'all	JSE Gold	JSE Indus
297,15	296,75	1 462,83	1 473,0	4,9455	0,2029	1,8182	8,1404	14,13	5 733,1	17 095,60	7 052,0	766,6	8 304,6
293,65	293,70	1 452,49	1 468,0	4,9295	0,2022	1,8163	8,1328	14,13	NO MOVE				
									5 695,6	16 848,55	6 861,8	744,8	8 117,3

Security strike gains momentum

CT(BR) 6/3/98 (287)

FRANK NXUMALO

LABOUR EDITOR

Johannesburg — More than 70 000 security guards are expected to intensify their two-week-old strike today after the Labour Appeal Court yesterday upheld last week's labour court judgment that the strike was legal and protected in terms of the new Labour Relations Act.

Jerry Ngcobo, the president of the Transport and General Workers' Union, said he expected more guards to join the strike as the court's ruling had removed any grey areas concerning the legality of the industrial action.

Ngcobo said the unions rejected an employers' final wage offer of 13,5 percent — 10 percent on wages, 3 percent on provident fund contributions, and 0,5 percent as the annual bonus.

He said the unions were demanding a total package of 14,5 percent, which they would divide in terms of "their own understanding".

He said employers had lost an estimated R30 million during the strike, including wages for "alternative labour", who were being paid higher rates, and that guards had lost about R6 million in wages.

Ngcobo said Tito Mboweni, the labour minister, "would be committing a political blunder" if he heeded the threat by Don Masterson, the chief negotiator of the South African National Security Association (Sansea), to lobby Mboweni to instruct the chairman of the Wage Board to make a determination in the event of the union's rejecting the employers' final offer.

Sansea's appeal against the judgment was dismissed with costs, and the parties must go back to the negotiating table.

Last week, the unions refused to continue talks unless Sansea withdrew the appeal. Sansea said it needed legal opinion before further negotiations could take place.

"It was not disputed that the unions involved complied with the requirements for a strike because they referred the issue in dispute to the Commission for Conciliation, Mediation and Arbitration (CCMA) and they notified employers timeously of their intention to strike," said JP Myburgh, the labour appeal court judge.

More violence feared if guards continue strike

CT 6/3/98

(169) (287)

OWN CORRESPONDENT

JOHANNESBURG: Police fear that violence will increase if the two-week long strike by security guards continues.

Local police spokesperson Inspector Mark Reynolds said 50 cases relating to the activities of striking guards were being investigated, including possession of firearms, theft, attempted murder, robbery, assault and public violence.

The police warning came as unions threatened to intensify the strike following the Labour Appeal Court upholding last Friday's Labour Court judgment that the strike was legal and protected. It dismissed with costs an appeal by employers against the judgment.

And Metrorail, whose properties and railway stations have been left unprotected over the past two weeks, has experienced violent incidents in the Wits area.

SA Footplate Staff Association (Safsa) spokesperson Mr Chris de Vos said there had been five murders, three attempted murders, seven assaults and eight robberies on Metrorail properties in the area in the past two weeks.

There had also been seven attacks on non-striking guards, 26 incidents of cable theft, 12 incidents in which Metrorail staff and guards were intimidated and 20 break-ins at stations and sidings.

Safsa demanded yesterday that the government deploy soldiers and police along the Metrorail system.

Metrorail operations manager Mr Frikkie Gouws said Metrorail supported the plea for the government to intervene. "We are having discussions with the police."

National co-ordinator for the Transport and General Workers' Union, Mr Gerry Ngcobo, said the workers were going to intensify the strike as the employers' revised offer was " a smack in the face".

The South African National Security Employers' Association (Sansea) are now offering an effective 13,5% increase. The unions earlier this week have revised their demands from 19% to 17%.

Sansea's chief negotiator, Mr Don Masterson, said yesterday that if the 13,5% offer was refused, the association would ask Labour Minister Tito Mboweni to instruct the chairperson of the wage board to make a determination.

Guard strike results in 50 violent cases

Star 6/2/98

287

By Mbangwa Xaba and Rodney Victor

Police fear that violence will increase if the two-week-long strike by security guards continues any longer.

Johannesburg police spokesman Inspector Mark Reynolds said 50 cases relating to the activities of striking guards were being investigated. The cases involved possession of firearms, theft, attempted murder, robbery, assault, and public violence, he said.

The police warning came as unions threatened to intensify the strike after the Labour Appeal Court yesterday upheld last Friday's Labour Court judgment that the strike was legal and protected. It dismissed with costs an appeal by employers against the judgment.

Labour Appeal Court Judge J P Myburgh said the unions involved had complied with the requirements for a strike because they had referred the issue in dispute to the Commission for Conciliation, Mediation and Arbitration and had notified employers timeously of their intention to strike.

Meanwhile, numerous violent incidents have been reported by Metrorail, whose properties and railway stations in Johannesburg, the East Rand, the West Rand and Vereeniging have been left unprotected for two weeks.

SA Footplate Staff Association (Safsa) spokesman Chris de Vos said there had been five murders, three attempted murders, seven assaults, eight robberies and one attempted theft of a firearm.

There had also been seven attacks on guards, 26 incidents of cable theft, eight incidents in which shots were fired at stations, 12 incidents in which Metrorail staff and guards were intimidated, and 20 break-ins at stations and sidings.

Safsa yesterday demanded that the Government deploy soldiers and police to prevent crime and the intimidation of non-strikers.

Security strike gets court's OK

(287) (1998)

Sowetan 6/3/98

Requirements met as unions had referred dispute to CCMA

THE LABOUR APPEAL Court in Johannesburg yesterday upheld last Friday's labour court judgment that the strike by security guards was legal and protected

The appeal by the SA National Security Employers Association against the judgment was dismissed with costs. The association last week applied to have an urgent appeal after last Friday's judgment.

Labour Appeal Court Judge JP Myburgh said it was not disputed that the unions involved complied with the requirements for a strike because they referred the issue in dispute to the Commission for Conciliation, Mediation and Arbitration (CCMA) and they notified employers timeously of their intention to strike.

Myburgh said while the parties were bound by the terms of the collective agreement for the period that was operative, and were precluded from resorting to industrial action to change its terms, the unions were not prohibited from embarking on a strike.

The issue in dispute is the wage increase for 1998-1999, which is not regulated by the period between April 7 1997 to April 8 1998.

Myburgh said on appeal employers raised a new point that the strike was unprotected because unions demanded wage increases be implemented from March 1 1998

He said unions submitted that the demands were "in respect of wages and other terms and conditions of employment which will be applicable after the expiry of the present collective agreement regulating wages and working conditions".

Security workers began a nationwide strike last Monday, demanding a 12 percent across-the-board salary increase, a six percent company provident fund contribution, a 100 percent annual bonus and double pay on Sundays. – *Sapa.*

Settlement ends strike

Star 7/2/98

Security guards accept deal after two weeks of demonstration

(287)

By BENITA VAN EYSSEN

Days of intense negotiations, often violent protests and the intimidation of non-striking workers ended yesterday when unions representing striking security guards and their employers reached a settlement.

Late yesterday, security guards and their employees settled on a 10% wage increase, a provident fund increment of 3% and a 1% bonus.

This comes two weeks after dissatisfied security guards across South Africa embarked on mass strike action demanding an across-the-board salary increase of 12%, a company provident fund contribution of 6%, double pay on Sundays and an annual bonus for security guards.

At the start of the strike, violence erupted when demonstrating workers clashed with police deployed to Johannesburg's city centre to monitor the protest, while employer organisations attempted to have the strike declared illegal.

Scores of strikers were reported injured during the demonstrations.

The matter was referred to the Commission for Conciliation Mediation and Arbitration (CCMA) after the Labour Appeal Court in Johannesburg upheld the Labour Court judgment that the strike had indeed been legal.

"The past nine days have been a gruelling period for employee organisations and unions," CCMA director Thandi Orleyn told a press conference.

"It's been a long and hard battle, but a battle well fought," said Don Masterson, chief negotiator for the SA National Security Employers' Association.

He said the damage to property in the city during several marches by the striking workers was unfortunate.

Randall Howard, a spokesman for the unions, said: "It is a compromise settlement, but one that we can live with," adding that the agreement would take the workers in the industry "one step closer to what we want".

He said the 3% provident fund contribution by employees agreed upon by the CCMA was necessary for the industry and therefore "a victory".

However, he said the industry needed a serious overhaul to standardise conditions. The issue of "scab labour" was brought to the fore during negotiations, but left unresolved.

■ AFP reports an on-duty guard was shot dead by strikers in KwaZulu Natal on Thursday.



EVASIVE ACTION: Razor wire, teargas, rubber bullets and violence ruled for two weeks across the country – and in the Johannesburg CBD (above)

Security union unhappy about settlement

By TUMO MOKONE and Sapa

SECURITY Officers Civil Rights Union (Socru) has distanced itself from the "compromise" settlement reached on Friday by the employer's organisation and other unions which represented its members in a two-week long strike.

Socru organiser Nketse Nkadimeng yesterday told City Press that his union was presented with the details of the settlement showing that the unions had accepted a 14-percent wage and benefits offer.

"Socru was not present during the Friday negotiations because we knew the other unions would accept only a one percent increase from the employers' intial offer of 13 percent. We refused to sign the agreement but we will not keep our members on the streets to continue with the strike, lest they are victimised when other workers return to work tomorow," said Nkadimeng.

Nkadimeng said Socru's demand when they met with SA National Security Employers Association (Sansea) at Commission for Conciliation, Mediation and Arbitration (CCMA) on February 23 was a 19-percent wage and benefits package.

"After negotiations we backed down to16 percent which was agreed upon by all unions. But the employers saw red and succesfully applied for a court interdict that declared the strike illegal," he said.

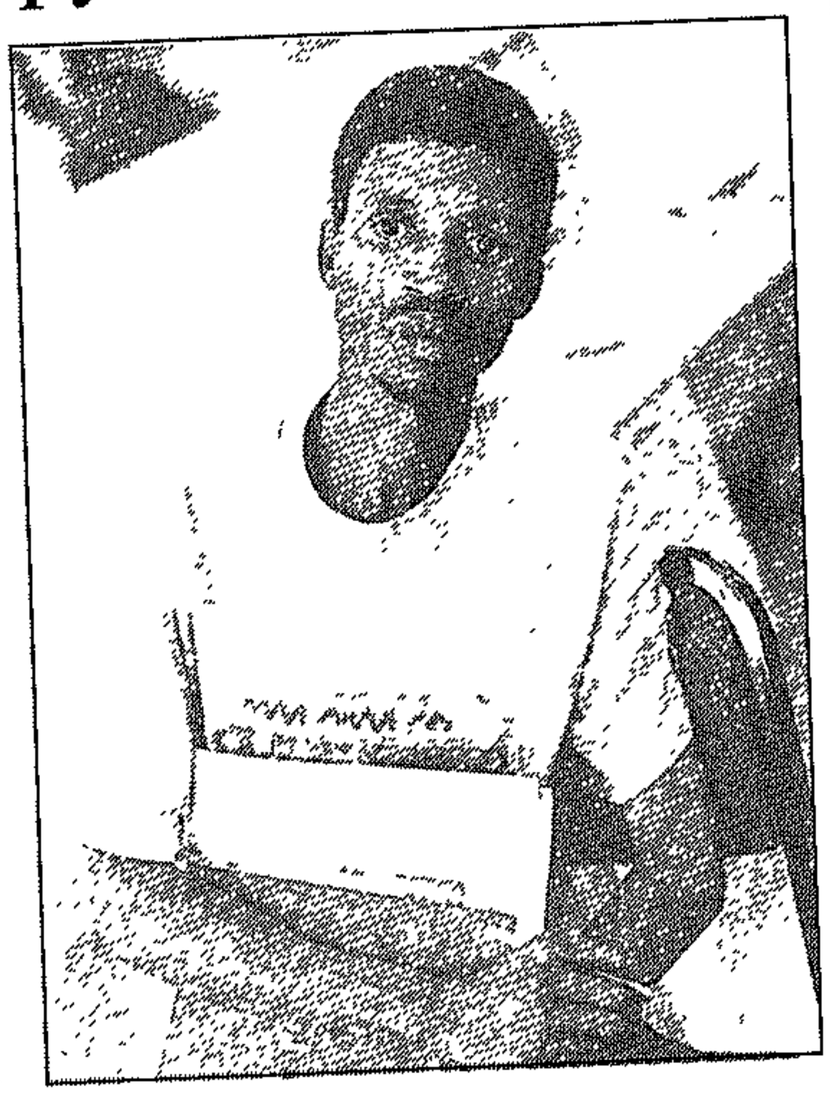
He said the Labour Court withdrew the interdict on February 27 and on Wednesday, the unions caucus reiterated their 16 percent standpoint with a fallback of 15,5 percent. Sansea offered 13,5.

"On Thursday the Labour Court dismissed the employers' appeal with costs before entering the Friday 14 percent agreement with other unions. So we urge our members to return to work tomorrow. They cannot suffer for one percent . . they have seen enough trouble," concluded Nkadimeng, alluding to the arrests and harassment the security guards suffered during the strike.

☐ Sapa reports that while Sansea chief negotiator Don Masterson declared the settlement a victory for both parties, the Congress of SA Trade Unions expressed support for the strike and disappointment with the employers "who had no interest in the rights of their own employees".

Sansea and unions (except Socru) agreed on a 14 percent wage and benefits package – 10 percent in wage increases, three percent in provident fund contributions and one percent as an annual bonus – at CCMA's Johannesburg offices.

About 30 000 security workers began a nationwide strike on February 23, demanding a 12 percent across-the-board salary increase, a six percent company provident fund contribution, a 100 percent annual bonus, and double pay on Sundays.



FUTURE IMPERFECT ... *Nketse Nkadimeng pondering the future.* ■ ***Pic: GIDEON NHLAPO***

CP 8/3/98

(287)

Deal ends security strike

(287)

Pearl Sebolao BD 9/3/98

AN agreement on wages and social benefits in the security industry was signed by employers and trade unions at the weekend, finally putting to an end a two-week national strike by security guards.

The SA National Employers' Association (Sansea) and unions agreed on a 14% package to be divided between wage increases (10%), provident fund contribution (3%) and an annual bonus of 1%.

Provision was also made for a committee to be formed to deal with the mechanisms of the provident fund and set up the time frames for implementation.

Transport and General Workers' Union secretary-general Randall Howard said although the agreement was a "compromise settlement", it took them "one step closer to the type of conditions we would like to see in the industry".

Sansea chief negotiator Don Masterson said the settlement was a victory for both parties. However, it was unfortunate that there had been injuries and damage to property, he said.

Security guards back on the block

287

Star 9/3/98

Security guards across the country returned to work today after their wage dispute with employers was resolved on Friday.

SA National Security Employers' Association spokesman Mick Bartmann warned that certain unions may have had trouble getting the message that guards should return to work to their members at the weekend.

The two parties settled on a 10% increase in wages, a 3% increase in pension fund contribution and a 1% bonus.

The strike by thousands of workers lasted two weeks, during which many guards chose to continue working, but dressed in civilian clothing. Reports of intimidation were rife.

The dispute was eventually settled by the Commission for Conciliation, Mediation and Arbitration in Johannesburg. – Own Correspondent

Union angered by retrenchments

(287)

Sowetan 17/4/98

By Russel Molefe

THE Transport and General Workers Union (TGWU) is angry at the way security company Khulani-Springbok Patrols is handling the retrenchment of 250 employees.

The union believes that the retrenchment is a ploy to get rid of employees who participated in a recent national strike of security guards over wages.

"The company has employed and is continuing to employ new recruits while on the other hand it is retrenching its employees. The retrenchment comes just after the end of the industrial strike and most of those retrenched participated in the strike," said union official Mr Vincent Hlatshwayo.

Hlatshwayo said the retrenchment also violated an earlier agreement with shop stewards that all those retrenched would be deployed at different posts so that all contracts and vacant positions were filled by them.

The company also agreed on a "last in, first out" (Lifo) method of retrenchment. The union accused it of reneging on this agreement. Instead, the company brought in a new negotiator who has adopted a tough line, he said.

"The company's fear is that newly employed recruits, most of them former Koevoet soldiers, will be affected if the Lifo system is applied. This retrenchment is aimed at defusing the victory of the workers in the recent industrial strike.

"This is a simple adherence to unfair practice to prejudice the workers," said Hlatshwayo.

The union, which intends holding pickets at all the company's branches, has referred the matter to the Commission for Conciliation, Mediation and Arbitration (CCMA).

The company management declined to comment and referred *Sowetan* to its lawyer, Mr H Henning, who failed to respond to several messages left for him since Wednesday.

Union acts against wage cuts

(287)
Sowetan 11/5/98

By Shadrack Mashalaba

THE NATIONAL SECURITY Guards and Allied Workers Union announced at the weekend that it will embark on mass action to force Gray Security Services to reserve the unilateral reduction of workers' salaries.

Speaking to *Sowetan Business* Nasgawu national general secretary Fanele Myaleni said the union's lawyers would file a court interdict with the High Court this week to halt the move

He said the dispute with Gray Security started in March when the company decided unilaterally to reduce guards' salaries in Gauteng

Myaleni said despite court action, their industrial action would go ahead.

"We cannot rule out the possibility of industrial action nationwide and protest marches to Gray Security offices in the various regions."

He said "We have to use all means at our disposal to challenge the intransigent company. We cannot allow the company to change the condition of wages and service in an industry in which management knows workers are still underpaid."

We subsequently declared a dispute with Gray Security and later took the matter to the Commission for Conciliation, Mediation and Arbitration (CCMA), said Myaleni, and the matter could not be resolved

"It was clear from the beginning that we would not resolve the matter The company stood its ground, saying it would not stop reductions."

He alleged that the average salary for a patrol man was R1 300 and R1 500 for a section leader and the company had since instituted a system to pay workers about R4,78 an hour. In Gauteng about 4 000 workers were affected.

"Gauteng was used as a testing ground to implement the reductions. Gray Security plans to execute reductions nationally and Nasgawu will vigorously challenge this move," he added.

Attempts to contact Gray Security human resource manager Elsebe Smit proved fruitless.

● THE PPC cement group defied tough trading conditions in the lime and cement supply industry to post a 19 percent increase in profits in the six months ending March 31

Turnover rose by 11 percent, to R920,6 million, principally because of sales increases and better prices.

Group managing director John Gomersall said: "We are pleased with the results that are extremely positive. Although we anticipate real growth for the full year, the second half is not likely to match the first"

Cement turnover increased 14 percent to R113,5 million on the back of a revitalised domestic demand.

The group spent R208,7 million for its capital expenditure programme – including the upgrading of factories and dispatch facilities – *Sapa*.

Workers refuse to leave hostels

(287) BD 12/5/98

Pearl Sebolao

THE Transport and General Workers' Union vowed yesterday to challenge the Coin Security Group's intentions to evict 3 000 workers from hostel accommodation owned by the company throughout SA.

According to a letter given by the company's attorneys to staff last week, workers had to vacate the hostels as their conditions of employment no longer entitled them to hostel accommodation.

The letter said if the workers did not leave the hostels by Friday this week, the company would do whatever was necessary to prevent them from occupying the hostels illegally. Coin Security would bring an application in the high court for an eviction order and to have workers bear the costs incurred by the company.

The union's secretary-general Randall Howard disagreed that the workers were not entitled to hostel accommodation and accused the company of unilaterally changing their conditions of employment.

A dispute had been declared with the company over the evictions, and the matter had been referred to the Labour Court and the Commission for Conciliation, Mediation and Arbitration, Howard said.

He accused Coin Security of "union bashing" and unfair labour practice, saying it had been victimising workers since the recent security strike, which saw thousands of security workers demanding wage increases and better conditions of employment. The strike ended in March.

In Durban and Pretoria, where there was a strong resistance to the evictions, the company dismissed all the workers and continued with the employment of replacement labour, Howard said.

According to the union, more than 500 workers were dismissed.

He condemned this "inhuman and insensitive treatment of workers", especially given that Coin Security had "just spent millions of rands to purchase armoured vehicles" to protect cash at the expense of the workers. Workers were urged to continue resisting the forced removals from hostels with all means possible until the matter was resolved.

Howard also called on the private agencies intending to buy the hostels from Coin Security to desist from doing so until the dispute had been resolved.

The union would apply for a court interdict to stop the company from continuing with the evictions. It would also enlist the support of the Congress of SA Trade Unions and community organisations.

Coin Security denied the allegations of unfair evictions but declined to give any further comment on the matter as it was still sub judice.

The company would make a formal response to the union's allegations once the legal process had been completed, it said.

The SA Telecommunications Authority (Satra) held oral hearings on Friday on the possibility of [illegible] a third cellular telephone licence. Current licence holders include Mobile Telephone Networks and Vodacom. AFT members Thami Mtshali and Sharon Morgan, make a presentation to the Satra board. Picture ROBERT BOTHA

Black funeral directors form national organisation

Patrick Wadula

BLACK funeral directors have launched a new national organisation — the SA Funeral Practitioners' Association — to combat the dominance of two major "white" groups, and other ills in the industry.

Newly elected president Motsubuki Mafete said at the weekend that the funeral and burial sector was a business environment that needed to change with the times. He said the industry was monopolised by white burial groups who were undertakers long before the new government came into power.

Safa and Avbob still dominated the industry because they were not only service providers but also manufactured coffins.

"Government contracts for burials of the military, police and the prison warders is being handled by these two groups."

Mafete said the time had come to regulate the industry to alleviate problems, such as the dominance by a few groups and piracy and bribery by individuals.

"This is a multimillion-rand industry with hundreds of black undertakers around the country. If organised, regulated and well managed, it will contribute enormously to the economic growth of our country," Mafete said.

Board has inspection rights says high court

BD 18/8/98 (287)

Dustin Chick

THE Johannesburg High Court upheld yesterday the powers of the SA Security Officers' Board, a statutory body set up under the auspices of the safety and security department to regulate the security industry, saying the board's powers were constitutional.

The judgment followed an application in June by Probe Security, a Krugersdorp-based company backed by the Small Employers' Security Association, seeking to have the board's powers declared unconstitutional.

The company argued that the board's inspection powers were an invasion of privacy and that the board had no rights of search and seizure. However the court ruled that the company had a "watered down" right to privacy as the board's powers were of greater importance to the public.

The court said it was satisfied that the board's registrar had given reasons which gave rise to a belief that he was entitled to initiate a routine regulatory inspection of Probe's premises.

The board's powers, outlined in the 1987 Security Officers' Act, include regular inspections of security companies, mandatory registration of the company's directors or members as well as security guards and the payment of minimum wages. The board's powers are similar to those of the Medicines Control Council, the Medical and Dental Council and the SA Law Society. Registration of guards includes fingerprint testing to determine prior criminal convictions, proper training and instruction on the legalities of possessing or using a firearm.

Board registrar Patrick Ronan said the ruling was a "landmark" as the constitutionality of SA laws continued to be tested. He said unregistered guards provided the industry with a bad name and posed a risk to the public.

Mike Hellens, representing the board, said that its powers were important as they ensured that the security industry was run in a responsible manner. The board also ensured that criminals were not provided with firearms through its insistence on the registration of all guards.

He said the court found that the board's regulatory and inspection powers took precedence over a member company's right to privacy. The board was awarded costs in the case.

BD 9/12/98

Security sector in dispute about wage bill policy

Reneé Grawitzky (287)

SECURITY employers have refused to grant workers a separate wage increase, arguing that implementation of the Basic Conditions of Employment Act amounts to a 5,5% increase on the wage bill.

In response, the seven unions have declared a dispute against employer organisations, the SA National Security Employers' Association and Security Service Employers' Organisation, which is being referred to the Commission for Conciliation, Mediation and Arbitration.

The sector was hit by a three-week strike in March this year in which five workers were killed. The agreement ending the strike was promulgated as a wage order in September. The order expires next September.

However, the labour department indicated last week that one of the priorities of the Employment Conditions Commission — set up in terms of the act — was to draft a sectoral determination for the security industry to be implemented during the first quarter of next year.

Transport and General Workers' Union negotiator Jerry Ngcobo said the dispute centred on employers' refusal to negotiate wages and employment conditions. Employers were calling for a two-year wage freeze pending clarity about the implications of the act, while labour was calling for all aspects of the act to be negotiated, including wage increases.

Employer negotiator Gavin Kirk said employers were prepared to agree to the full implementation of the act. It was calculated that the implementation of the act would amount to a 5,5% increase. Employers believed that it was realistic to look at a single-digit increase in line with settlements in other sectors.

Ngcobo said the unions were demanding a 15% package, including a 10% wage increase, a 3% to 6% increase in the provident fund and an increase in the night shift allowance.

Comment: Page 9

Security industry dispute

By Mzwakhe Hlangani
Labour Reporter

A WAGE dispute has been declared in the security industry involving 55,000 security officers represented by Transport and General Workers Union (TGWU) and six other trade unions after the main employer body called for a wage freeze for the next two years.

TGWU national coordinator Jerry Ngcobo, on behalf of the National Security Workers Union (Naswu), SA Security Workers (Saswu), South African National Security Officers Forum (Sasnsof), National Security Guards and Allied Workers (Sacsawu) and Professional Transport Workers Union (Potwu) said the negotiations were stalled when employers refused to negotiate wage increments and other conditions of employment.

Employers have pushed for the wage talks to be postponed for the next 24 months pending the implications of the Basic Conditions of Employment Act, Ngcobo said

SA National Security Employers' Association and Security Service Employers' Organisation spokesman Gavin Kirk agreed that a dispute had been declared, but pointed out that it was premature to comment in the media about their disagreements

The unions demand a 10 percent increase in wages At present the minimum wages range from R3,90 to R4,78 an hour.

Other demands include reduction of working hours from 60 to 55 hours a week, a nightshift allowance to increase by R4 a shift and four months paid maternity leave and two months unpaid leave.

Ngcobo said other areas of disagreement involve the refusal by employers to set up minimum standards for transporting cash. The unions believe these categories require highly skilled operators. Standards should not vary from company to company and respective areas, Ngcobo said.

Services Sector

-Labour-

1999

PRIVATE SECURITY

WHOSE FINGER ON THE TRIGGER?

FM 5/3/99

(28b)

A thrill-a-minute spellbinder of deaths, deals and dynasties

have produced strong profit growth, been relatively easy to run and their cash generating abilities (from annuity type income) have enabled them to fund all of their growth from internal resources.

Motivations of the deals outlined above were various But the real trigger has been the need to consolidate the industry Nowadays, the market is less friendly than it used to be Increased competition and higher insurance premiums are eating into margins on both the cash-in-transit and guarding markets and the move towards hi-tech security, particularly on the cash-in-transit side, is costing big money

Consolidation is the number one factor behind the record-breaking Fidelity Guards/Khulani deal Khulani, which entered the cash-in-transit market four years ago, was cutting prices to gain market share "We had to respond to Khulani because we saw contracts being lost purely on price, and soon other cash-in-transit companies followed suit," says Dickerson The result is that prices for cash-in-transit protection haven't changed since 1994

Khulani also raised the stakes in the cash-in-transit game by moving successfully into the higher-cost movement of cash by air, using its own fleet of aeroplanes and helicopters "All this resulted in a number of operators being bought up or closed down," says Dickerson. "The situation could not be sustained."

In addition to these push factors, there were also economies of scale benefits from joining the two companies in the cash-in-transit and guarding markets Dickerson says the new group plans to cut 70 cash-in-transit vehicles from its combined fleet of 670 and rationalise administration and human resources

The two businesses will continue to run as separate entities, since their corporate cultures are so different. The 37-year-old Khulani is still the archetypal family business under control of Mick's son and ex-rugby Springbok Wahl Bartmann. Its management is centralised and hands-on, while the 41-year-old Fidelity, out of the Safren stable, retains the big corporate, decentralised management style.

The combined entity now has a work force of 23 000 security employees, over 2 000 vehicles and 150 branches throughout southern Africa Its size — number one in both cash-in-transit and guarding — has resulted in the Competition Board launching a preliminary investigation into the deal. Market share is difficult to determine, but Security Officers Board records indicate the new Fidelity security company will employ 51,34% of all cash-in-transit guards

Dickerson insists the deal will be approved, as the combined share in the guarding and cash-in-transit security market amounts to only 10%-15%.

There seems to be little objection to the deal from other industry players. Family-owned Coin Security's group MD Yvonne Bishop says the company, which is perhaps left most exposed by the deal, is not lodging an objection with the board and does not see it as a problem. Yet Coin has just 250 cash-in-transit vehicles and 3 500 guards.

"If they are to compete with Fidelity/Khulani they are going to need to find a partner because they will need capital to take them on," says one industry executive The company's recent merger talks (aborted in December) with Paramed seem to point to this same conclusion.

Bishop confirms that Coin is looking at a range of opportunities, but insists the group is not "pushed one way or another" and stresses they are not desperate to do a deal She says the Paramed talks flopped because the cultures and styles of the two companies were too different.

The third significant development in the market, is the listing of Gray Security Services, due on March 11 Gray is unusual in sticking exclusively to the guarding market, especially for industry

The group says it is listing to expand organically and through acquisition at home and abroad Gray operates in eight African states, the UK and the US Gray CEO David Plane says the company will be looking for suitable acquisitions domestically that have the same corporate culture as Gray

Security Officers Board registrar Patrick Ronan says acquisitions by Gray and others are likely to lead to serious consolidation in the guarding industry. "I think you are going to see about 50% of the registered guarding business being consolidated between three or four professional players within the next 18 months."

One possible big deal could involve Fidelity and Klipton (soon to be renamed the Sentry Group) Rand Merchant Bank has a equity stake in both companies and Klipton has confirmed opportunities may arise from this But Dickerson cautions "We have not discussed that and it is not on our programme"

Meanwhile, expect to see continued strong growth across the sector Many private companies are teasing out growth by expanding geographically and diversifying. Coin, Fidelity, Khulani and Gray have all moved into Africa Fidelity has stepped into low-tech services such as contract cleaning, office hygiene, pest control and indoor plants Gray provides protection for less tangible assets such as electricity and water.

Listing is not on the short-term agenda at either Fidelity or Coin, though there are rumblings of listings by smaller operators Put simply there is no need for these individualistic groups to list and not much incentive Particularly with the ratings of Klipton, Paramed and Supergroup in the grip of the big bear.

Stuart Rutherford

A MATTER OF SECURITY

How big is the industry?

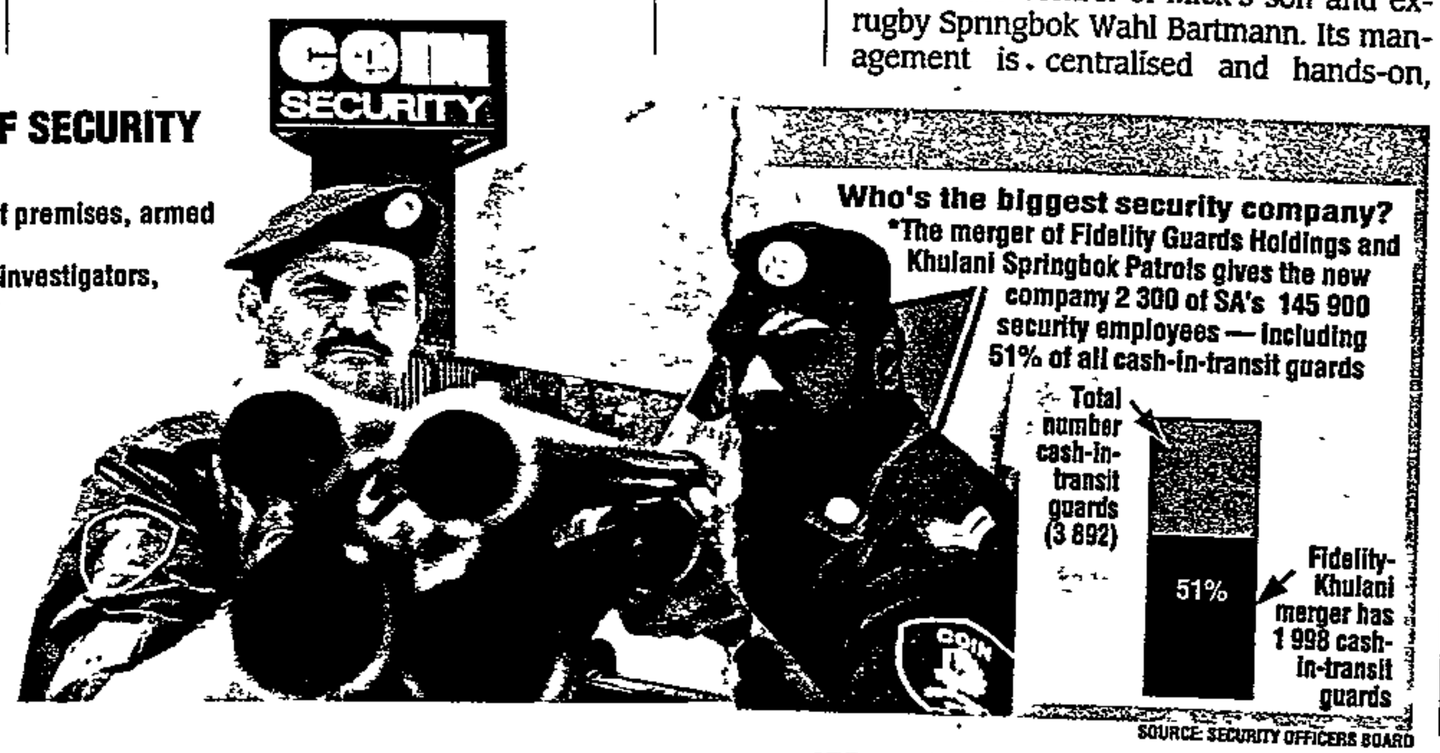
- *Over 3 850 companies are engaged in guarding of premises, armed response and cash-in-transit protection
- *Turnover of the entire industry, including private investigators, locksmiths and consultants, is R8bn-R9bn a year

How fast is it growing?

- *Number of businesses:



- *The number of armed response companies grew 43% last year to 677
- *Guarding businesses (industrial & commercial) grew 30% last year to a total of 2 663



(286) M&G 20-26/8/99

'Apartheid army' still in charge

Ivor Powell

A government official in the former ministry of law and order helped to build South Africa's multibillion rand private security industry into a private army by changing the country's legislation

This ensured that the industry became an apartheid private army and that an old guard network holds the reins in a business that the government has repeatedly identified as a haven for third force elements to this day

Minutes of the Security Officers Board (SOB) — the statutory body charged with regulating the security industry — show that former minister of law and order Adriaan Vlok's legal adviser, Paul Kruger, was pivotal to promulgating regulations that disempowered the board just as the new government was seeking to appoint its own representatives to it

In the minutes for April 1997 the board's deputy chair, Professor Hans Visser, records that he was dealing with Kruger on amending regulations

The minutes also show that the new regulations were never discussed with or approved by the board While there are various points in the official records where the proposed new regulations are mentioned, nowhere is the substance of the changes spelt out

Nor were the regulations ever distributed to the security industry for scrutiny, comment and amendment — as is specified in government procedure

The new regulations were introduced at a time when the Ministry of Safety and Security was interviewing candidates for an interim security officers board to oversee the industry and assess the functioning of the SOB while new legislation was being drafted

However, as reported recently in the *Mail & Guardian*, at least three members appointed by the African National Congress-led government to the interim board have been deprived of access to records that would allow them to do the job they were given

Kruger is currently a senior official in the Department of Safety and Security In the late 1980s he and Vlok were involved in setting up the first incarnation of the SOB as a joint initiative of the private security industry and the South African Police — largely as a paramilitary adjunct to the police

Visser confirmed that he, SOB registrar Patrick Ronan and Kruger had drafted amendments to the regulations He claimed that the Department of Safety and Security was responsible for publishing the proposed amendments for comment before it was promulgated

Kruger said the responsibility lay with the SOB He confirmed that its board was responsible for any amendments to regulations

The aims of the SOB — which at the time was dominated by three companies, Springbok Patrols, Fidelity Guards and Coin Security — were threefold

Firstly, to regulate the industry in such a way as to keep out undesirable and fly by-night operators Secondly, to constitute itself as a private army as an auxiliary force to the apartheid state in its fight against the liberation movements The private security companies would largely assume responsibility for guarding and protecting national key points like fuel installations, power plants and broadcast facilities.

The last aim was made possible by the almost simultaneous promulgation of the National Key Points Act of 1989, which empowered private security companies to perform sensitive security functions in the national interest — as well as creating a regimen of police type training for those involved in tasks like guarding key points Training manuals for the industry today still refer to the liberation movements as "the enemy"

These moves were followed up in the early 1990s by a series of meetings between then South African Police deputy commissioner General Basie Smit and representatives of the inner circle of the private security industry, including Springbok Patrols, Coin and Fidelity Guards, with a view to setting up formal partnerships to give the private operators powers parallel with those of the police

Ten years later, in 1997, after the ANC (the "enemy" of the 1980s) had come to power, the effect of legislative changes introduced to regulations governing the industry was precisely in the opposite direction - to give the board fewer powers and instead to transfer the virtual monopoly of power in running the industry to the office of the SOB's registrar At more or less the same time Ronan, then acting registrar, was appointed to the position of registrar

Both Ronan and his deputy, Peter Birch, have been accused by security company operators of manipulating procedures to the disadvantage of small security companies and those outside the old guard loop

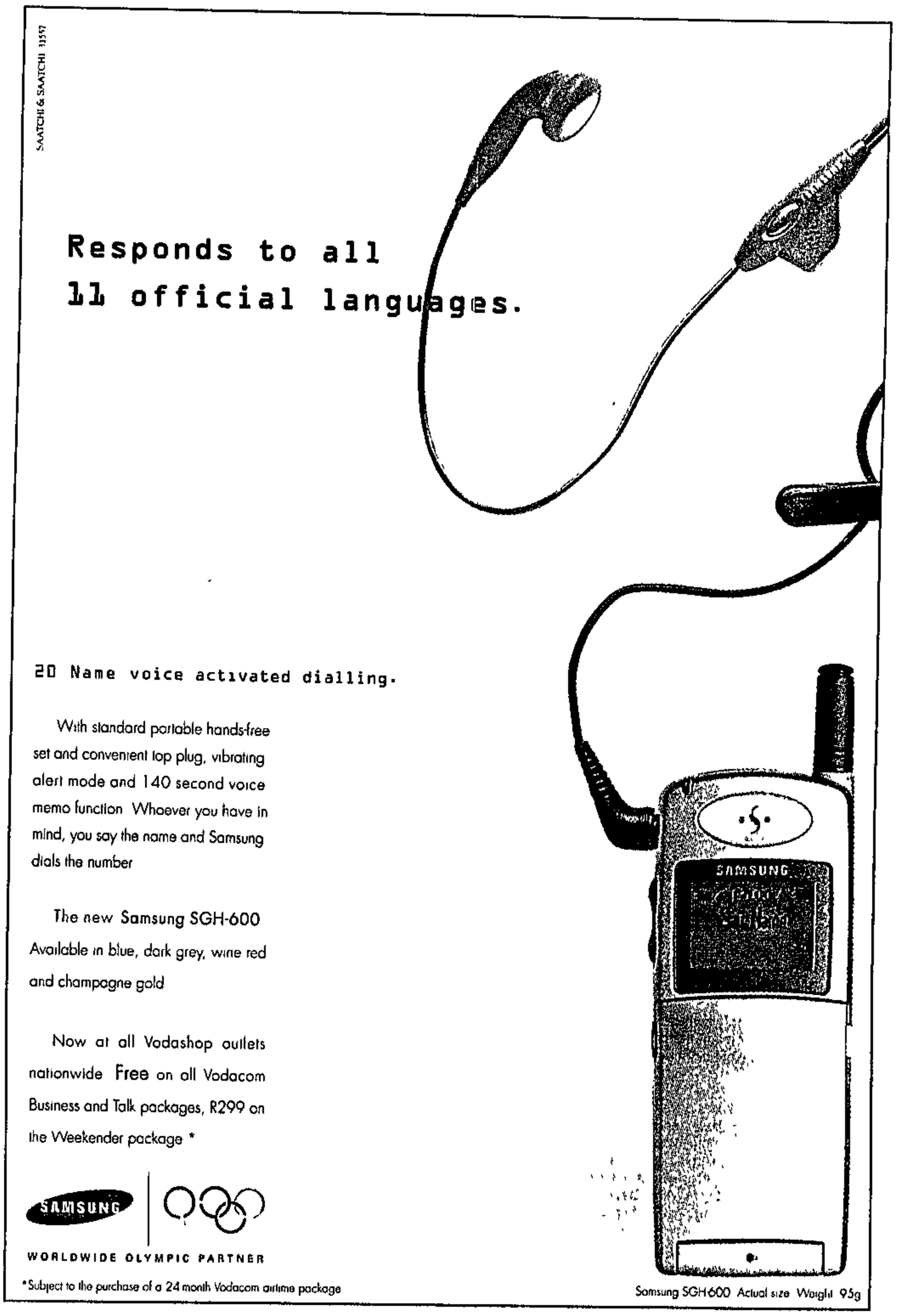
In June 1997 SOB chief inspector AJJ du Plooy signed a directive placing certain companies above the law It forbids inspectors to conduct investigations against a specified list of members of the board, including Springbok Patrols's Mick Bartmann, his close associate Don Masterson, and supposed employee representative Mzwandile Simon — who wears a Transport and General Workers' Union hat on the SOB, but was exposed as being the owner of a security company in the *M&G* two weeks ago

Simon's ISS Security is registered to Ronan and Birch's Bedfordview business address and Birch's own postal address

The *M&G* is also in possession of a tender application by Simon's company submitted after inspecting a site in his capacity as a board member with Birch who as registrar had access to rival tender applications

These are just individual instances Former SOB member Jenny Ibbotson who resigned in late 1997 believes the problem lies in the way the board was put together in the first place

"You can't regulate the industry from inside," Ibbotson argues 'That was the first mistake What needs to be protected here are the interests of the public But what the SOB was set up to do was look after interests inside the industry"



Revamp of services industry urged

John Dludlu (280)

SA SHOULD consider buoying its services industry as well as strengthening policy co-ordination within various government agencies as it tackles the problem of unemployment, says a leading policy analyst.

Addressing a seminar organised by the Centre for Policy Studies, Rashaad Cassim, the executive director at the Trade and Industry Policy Secretariat, a Braamfontein-based policy think-tank, said yesterday the main stranglehold on SA was in the country's services economy.

The seminar, which was one of a series convened by the centre and the Friedrich Ebert Stiftung to discuss job creation, also sought to examine whether SA's trade and industrial policies were contributing to employment creation.

Tackling the problems of this sector — including telecommunications, construction and financial services — could also help in efforts to make the country's manufacturing sector more competitive, he said.

He also made the controversial proposal that deindustrialisation, resulting from trade liberalisation, might not be a bad idea. However, this should be compensated for with jobs in the services sector.

The services sector had changed. Unlike decades ago, the sector was now tradeable, he said in a proposal backed by fellow panelist Haroon Bhorat, an academic from the University of Cape Town.

Cassim also called for more effective enforcement of competition policies, as in certain sectors smaller companies were finding it difficult to make headway.

At the same function, Bhorat, who works for the university's development policy research unit, said it was wrong to think that globalisation on its own would create growth and jobs.

In fact, he presented research suggesting globalisation tended to generate growth and demand for highly skilled people.

He thus urged policymakers to design policies that would supply highly skilled personnel in the wake of globalisation. These policies should also be fashioned in such a manner they would provide a cushion for unskilled people who often lost work in globalisation.

Yesterday's seminar took place against the background of a raging debate between labour unions and government over the cause of ongoing employment losses: the unions argue trade liberalisation is the cause; an argument that is rejected by government.

BD 2/9/99

Security board makes remarkable recovery

BD 12/9/99 (286)

Pearl Sebolao

THE Security Officers Interim Board — the independent statutory body regulating the security industry — has in a short period of time undergone huge transformation The transformation encompasses financial, administrative and regulatory activities.

Barely three years ago, the board was plagued by huge financial losses and internal problems which prompted a forensic audit by KPMG, as well as the suspension and dismissal of the board's then registrar and two other executives.

The demand for private security resulted in a remarkable growth in the industry, and thus the board's "phenomenal turnaround from the brink of technical insolvency to having a surplus exceeding R5m", the board's registrar Patrick Ronan said at the weekend.

According to the board's interim financial report for 1998/99, there has been a 153% rise in the accumulated reserves and a 160% increase in the cash reserves of the board in the past three years.

The bulk of this came from improved annual membership fees collection measures, while the rest came from improved regulatory activities, investment income and a focus on financial and administrative efficiency. Peter Birch, the board's finance and administration manager said the registration of individual security officers by the board also increased significantly, with the board now processing about 10 000 applications a month compared to about half that amount three years ago.

The registration of security businesses also rose from about 4 000 in 1997 to more than 5 000 last July, Birch said.

However, Ronan said there had been some resistance and criticism in certain quarters to the board's regulatory role in the industry, but the situation was gradually improving.

The board is mandated to exercise control over the industry, conduct criminal record checks on industry entrants, to enforce a code of conduct in terms of a recent amendment to the Security Officers Act and to look at the reviewing of legislation affecting the industry. The industry was one of the fastest growing in the country, and had in the past two years grown by 22%, Ronan said. He said if crime levels also maintained a steady increase, the industry would double in size every eight to nine years.

Ronan said there had been an acknowledgment in government circles that combating crime would in future be conducted with the help of private security.

PROTECTION SERVICES *Local firms benefit from stable workforce and stringent regulation, says expert*

Security industry 'among the best in world'

CT (MR) 4/10/99

(286)

South Africa's crime-pummelled citizens can take heart from the conclusion of an international expert that the country's private security industry is among the most efficient in the world.

For the past couple of decades Bruce George, a member of the British parliament and the chairman of the House of Commons defence committee, has been studying the security infrastructures of dozens of countries, among them South Africa, where he recently spent several days.

George says the private security industry in South Africa compares particularly favourably with its British counterpart.

He points out that guarding operations in the UK do not enjoy the same rapid response as in South Africa because in Britain this activity is a monopoly of the police and because of the absence of any regulation to govern the British private security industry.



JOHN SPIRA

"The absence of regulation has had a debilitating effect on the industry because of the inability of companies to control access of personnel, which means large numbers of criminals can slip through.

"When they are caught out, the damage to that company and the collective damage to the industry creates the presumption of an industry populated by people who have little education and the minimum form of formal training, are unprofessional and, for derisory wages, are understandably unwilling to take any personal risk. It has the stink of failure about it."

George says the good companies struggle to make headway because private security customers often only retain the services of a security company to meet insurance requirements.

The absence of regulation over minimum wages and training has "spawned a mass of underclass, tiny security companies". As a result, says George, the best companies in Britain do not compare favourably with the best companies in South Africa.

"In South Africa your basic guard has undertaken a substantial training programme. If he is in a cash-in-transit vehicle, he would have undergone at least three weeks of training."

George accords the South African security industry high marks for supervision and motivation, resulting in a high level of staff retention. South African companies lose 20 percent of their personnel a year; British companies are happy to lose 50 percent to 60 percent.

This means British companies are constantly having to train their workforce; the expertise is lost.

George points out that even the bad companies in South Africa are obliged to meet legal requirements.

"There is a baseline to which legal companies have to adhere. That's why the South African security industry operates efficiently and why it can compare with the world's top regulators like Sweden, Denmark, the Netherlands and British Columbia."

George is impressed by South Africa's categorisation of different types of guards and its recognition that different levels of training require different levels of remuneration. "There is hardly anything relating to a South African security company that is not subject to regulatory control. And the number of inspectors in action is higher than in most other countries."

MALE ESCORTS AGREE ON CODE

Setting sex work standards

CT 12/10/99 (286)

PREPARING for the possible decriminalisation of sex work, male escort agencies in the city have helped draft a code of conduct. Health Writer **JUDITH SOAL** reports.

NO sex without condoms. Minimum prices for services rendered. No underage escorts.

Forget the sleazy image: Male escort agencies in Cape Town announced yesterday that they have drafted a code of conduct for the sex industry that they believe will be good for business.

"The sex industry has had a bad reputation," said a masseur known to his clients as Gray. "If we clean up our act, clients will realise we supply a service that's clean and safe and more of them will want to use this service."

The code of conduct was facilitated by the Sex Workers' Education and Advocacy Taskforce (Sweat) after research was done into the needs of city agencies.

Though it is still in draft form, agency managers, sex workers and Sweat have agreed that:

- Theft or extortion from clients will lead to dismissal of the masseur.
- No drugs will be permitted on work premises.
- Managers must check the identity documents of sex workers to make sure they are over the age of consent for male-to-male sex, which is currently 19.
- Agencies must give masseurs safer sex training.
- Sex workers must practise safer sex at all times. This includes using a condom, even for oral sex.
- Sex workers will be given a copy of the agency's rules and the penalties for breaking them.
- Core working hours will be established and masseurs will be given time off from work.
- Minimum prices will be explored so that reasonable prices will be paid for services offered.

Sweat director Jill Sloan said the code of conduct is a way of preparing for the decriminalisation of the sex industry. "We know that the laws which criminalise sex work are under review. Once these are changed, sex work will need to be regulated like any other industry."

She said the code is intended to protect agencies, sex workers and clients. "The most important part of the contract relates to safer sex. There are still clients who ask for sex without a condom and are prepared to pay for it, but if the agency sends out a clear message that this is not available it is easier for the sex worker to refuse."

Another aim is to stop the exploitation of sex workers. "There have been cases where masseurs aren't allowed off the premises or are suddenly fined for breaking a rule they didn't know existed," said Sloan. "We hope the code will prevent that."

Once the code of conduct for male agencies has been finalised, Sweat will run a similar project with female escort agencies around Cape Town.

"The male-to-male industry is smaller and we knew they were interested — that's why we started there," she said.

Asked how violations of the code will be dealt with, Sloan said: "The logical thing would be for a regulatory body to be established, but that is difficult while sex work is still illegal. We are prepared to hear complaints from either side in the meantime."

Ken, the manager of the Barracks agency in Green Point, believes agencies will abide by the rules. "It is in our best interests to do so," he said.

Hitler sails through security

M+G 29|10-4|11|99 (286)

Gavin Foster

He stands there, day after day, letting the good guys in and keeping the baddies out. Well, that's what he's supposed to do. But the chances are he's just a pawn in paranoid South Africa's scam of the century — pseudo-security.

It's difficult to say how many of the 160 000 workers registered with the Security Officers Board are deployed at access control points around the country, but a fair proportion of the R11-billion paid to the security industry each year must arise from these services.

The problem often is that once the guards have completed their training, no one seems to be too concerned whether they actually do anything to enhance security or not.

Even the clients are indifferent to what they're getting for their money. At R12,50 per hour no one expects top-notch security, but a modicum of common sense would be a reasonable expectation.

We decided to test some of the systems to see how interested the security guards in Durban were in delivering what their companies offer.

Our modus operandi was simple: We would arrive at the checkpoint and ask the guard to read out the vehicle registration number. We would take care to transpose some of the digits when writing the number down on the entry form, and return the clipboard to the guard after inserting a nonsensical name, company and reason for visit in the required fields.

Our first hiccup occurred at Flamingo Park, north of Durban. I arrived on a motorcycle and was promptly waved through without any formality — all cars were stopped.

The officer, provided by Vikela KwaZulu Security, obviously believes that motorcyclists are a trustworthy bunch — a belief that was later mirrored at a number of other sites. We returned to Flamingo Park by car, and the guard's clipboard now records that on October 22, Guy Fawkes went through the checkpoint intent upon committing arson.

There must have been a gathering of celebrities in Durban that week, because Adolf Hitler of Plunder & Mayhem visited Mr Price's head office to see his friend Mussolini, and Mickey Mouse of Disney popped into Delta Pac with the stated intent of molesting Minnie.

He must have failed, for he later entered the Independent Newspapers building in Greyville hoping to see the same lady. Not wanting to be upstaged, Hitler put in another appearance at a company called Linde in New Germany, claiming that the purpose of his visit was "murder and mayhem". His entrance, alas, went unnoticed.

Elsewhere, things were no better. The guard at Industrial Consumer Plastics (ICP) in New Germany was unfazed to read that Mickey Mouse wished to enter the premises, and studied the form long and hard before asking if Minnie worked there.

I told him that I thought so, and he accepted my word, but asked me three times if I was carrying a firearm. Twice I told him I was not, but when he asked the third time I decided that he must have seen the bulge under my jacket, so I owned up. He asked me to remove the magazine and leave it in the car and then allowed me in, still wearing my weapon, complete with one round in the chamber. He didn't ask if I had a spare magazine, so I didn't feel obliged to mention it. If he was meant to disarm me, the exercise was futile.

We included some large and reputable security companies in our survey. Wolf Security manned the checkpoint at Delta Pac, Mr Price was guarded by Khulani Springbok Patrols, Enforce Security did not do what their name implies at ICP, and ET Security Systems receives a monthly cheque from Linde for the laid-back service they render. Not once were my credentials questioned, and my incorrectly written registration number was never queried.

According to Professor Hans Visser, vice-chair of the Security Officers Board, the extent of access control provided is largely dependent upon the clients' requirements, and there's a fine line between annoying the public by being too strict, and failing to render a service by being too lax.

"I've not had access to your investigations" he says, "but we're interested in ensuring that a proper service is delivered to those who're paying for it."

More and more small-time operators are making a living out of the dead, reports **Karyn Maughan**

A cut-throat undertaking

(286) ARG 11/12/99

There are 153 registered undertakers in the Western Cape now – compared with only four in the late 1970s And there are many more unregistered undertakers

But if you organise a cut-price funeral through a small undertaker, you may have to put up with some indignities For example, the body could be transported by a tatty station wagon instead of a proper hearse

Sandra Devartek, a manager at Goodall and Bourne Undertakers in Cape Town, said the mushrooming undertaking trade had cut the revenue of established firms.

"They (the smaller businesses) don't have a lot of overheads to pay, because they often make use of fridges at large firms or in hospitals Their prices are then cheaper," she said

A major undertaking business will charge from R2 500 to R4 000 for a cremation The smaller ones charge R1 200 to R2 200

Burials are in an extremely broad price range depending on extras such as the type of coffin, which can cost anything from R3 500 to R8 000 at an established undertaker or R2 500 to R6 000 at a smaller one

People who set up their own small undertaking businesses are usually employees at larger firms or hospitals such as porters at hospital morgues

Before they are registered by the Department of Home Affairs, undertaking firms must prove they have proper refrigeration facilities to store bodies Large undertakers will store bodies for small operators, at a price, if they are given death certificates and proof that the operators are registered

Vernon Jameson, manager at Goodall and Williams in Airport Industria, said up to 15 smaller undertakers used the fridges at his branch

Our fridges are fairly big. We can accommodate up to 120 bodies, so we have plenty of space We don't have any selection processes

"But we make sure that the undertakers have their licences he said

Reginald Idas, an undertaker at Goodall and Bourne said many smaller businesses failed because they did not have attract enough business or have enough experience

"Those undertakers think they are going to get rich quick, but it doesn't work like that,' he said

Churches sometimes start their own undertaking operations to provide affordable funerals for members who contributed to funeral policies

Mrs Devartek tells the story of two porters at a Cape Town hospital who ran an undertaking business, using hospital fridges to store their bodies The business failed very quickly

"The porters are not supposed to use the hospital fridges The hospitals will also deny knowledge, because they know that government employees cannot own private businesses," she said

Porters operating businesses often avoided detection by using their wives' names as owners of the businesses or getting relatives to pick up the bodies

Mr Idas said small undertakers used vehicles such as station wagons instead of traditional hearses and cut costs further by hiring casual labourers to dig graves for next to nothing"

The owner of a smaller undertaking firm, who did not want his name published said there was no dignity left in the funeral business He had been in the business for 20 years and believed the industry was in serious need ' of changes

"It's cutthroat There are all these businesses with no facilities that just hire everything and get storage all over the place They are just after a couple of bucks and, most of the time don't even touch a body

"So many of these guys started off on the money from their retrenchment packages without knowing anything about the business It's crazy he said



DEAD GROUND people who set up their own small undertaking businesses are usually employees at larger firms or hospitals, such as porters at hospital morgues