

WAGES — 1992

JANUARY — AUGUST.

Hot under the white collars

By ADRIAN HERSCH

WHITE-COLLAR militancy appears to be growing.

A strike ballot is being held among First National Bank employees — and one is looming at the Perm.

Both disputes relate to the annual pay talks.

The SA Society of Bank Officials (Sasbo) wants a 16% increase — FNB offers 13%.

The discussions affect 25 000 employees.

Sasbo general secretary Ben Smith says that in 1991 FNB produced a 16,8% taxed increase in profit to R385,1-million.

FNB senior general manager Jimmy McKenzie says given the state of the economy it is important the bank protect itself for the future.

"The salary bill is R1-billion a year. Each 1% increase involves a large sum."

The outcome of the strike ballot will be known on February 4.

Mediation failed to resolve the dispute between the Perm and the Building Society Officials Association (Bsoa).

Management offers a 10% rise, but the union wants 12%.

The Perm says in a hand-out to employees that a housing allowance — to those who did not previously benefit — is the equivalent of a 1,6% addition to the salary bill.

A union circular says the Perm has implemented its final offer to non-union members with effect from January 1.

The circular also says the Bsoa received a "positive response" to an "opinion poll" about industrial action.

LABOUR BRIEFS

W/Mail 17/11-23/11/92
**Picket is mightier
than the pen**

~~353~~ **355**
Journalists may put their pens down and pick up their pickets if a strike ballot to be held on Monday is successful.

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

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

TML, Sapa and Argus are offering 12, 14,5 and 15 percent respectively.

'No immigration' call

W/Mail 17/11-23/11/92

~~353~~ **355**
The International Confederation of Free Trade Unions has renewed calls for its members not to emigrate to South Africa until a new constitution is in place.

Grace period for security workers

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

Security employer representative Jan 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'

DIRK HARTFORD

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;
- ☐ 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.

NUM wage-bargaining study

DIRK HARTFORD

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

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

Golding was speaking at a news conference to announce decisions taken at the union's central executive committee meeting this weekend, and to introduce the newly-elected acting general secretary Kgalema Motlanthe. *31 Dec 28/11/92*

Golding said the decision to review the bonus for the next wage round was a result of the way it has been

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

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

● See Page 8

Industrial action ballot

SA UNION of Journalists members at Times Media Ltd, Argus and the SA Press Association yesterday voted 250-237 in an 80% poll in favour of industrial action following a failure to reach agreement in wage negotiations. Argus journalists voted 177-156 in favour of industrial action, TML journalists 68-63 and Sapa journalists 13-10 for a settlement. A union spokesman said the union would meet managements of the three companies today.

B10ay 30/1/92

355 (248)

(d) Geweefde meltonstowwe. (Item 307.08/51.12/01.00.)

(e) Rubberlateks. (Item 307.09/40.05/01.00.)

(f) Swamdoders. (Item 308.01/38.08/01.00.)

(g) Vinielchloriedpolimere, in film, vel of reep, met 'n dikte van hoogstens 0,5 mm, vir die vervaardiging van nagmaakte lakleer. (Item 308.01/39.19/01.00.)

(h) Vinielchloriedpolimere, in film, vel of reep, met 'n dikte van hoogstens 0,5 mm, vir die vervaardiging van nagmaakte lakleer. (Item 308.01/39.20/01.00.)

(i) Sulluloïedrame, vir die vervaardiging van sierleer-goedere en -handsakke. (Item 308.02/39.26/01.00.)

(j) Rubberkleefstof. (Item 308.02/40.05/01.00.)

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

Applikant:

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

Algemeen:

Skrapping van tariefsubpos 1001.90.20 deur die voorsienings by tariefpos 10.01 te vervang deur die volgende:

Tariefpos	Beskrywing	Skaal van Reg
10.01	Koring en mengkoring	
1001.10	Durumkoring	vry
1001.90	Ander	vry

[RHN-verw. T5/2/2/3/1 (910391)
(Mnr. J. M. van der Merwe)]

Applikant:

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

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

(31 Januarie 1992)

RAADSKENNISGEWINGS

RAADSKENNISGEWING 5 VAN 1992

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

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

BYLAE

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

(d) Woven melton fabrics. (Item 307.08/51.12/01.00.)

(e) Rubber latex. (Item 307.09/40.05/01.00.)

(f) Fungicides. (Item 308.01/38.08/01.00.)

(g) Vinyl chloride polymers, in film, sheet or strip, of a thickness not exceeding 0,5 mm, for the manufacture of imitation patent leather. (Item 308.01/39.19/01.00.)

(h) Vinyl chloride polymers, in film, sheet or strip, of a thickness not exceeding 0,5 mm, for the manufacture of imitation patent leather. (Item 308.01/39.20/01.00.)

(i) Celluloid frames, for the manufacture of fancy leather goods and handbags. (Item 308.02/39.26/01.00.)

(j) Rubber adhesive. (Item 308.02/40.05/01.00.)

[BTI Ref. T5/1/2 (910465)
(Mr G. E. Rudman)]

Applicant:

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

General:

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

Tariff Heading	Description	Rate of Duty
10.01	Wheat and meslin	
1001.10	Durum wheat	free
1001.90	Other	free

[BTI Ref. T5/2/2/3/1 (910391)
(Mr J. M. van der Merwe)]

Applicant:

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

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

(31 January 1992)

BOARD NOTICES

BOARD NOTICE 5 OF 1992

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

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

SCHEDULE

1. In this Schedule "the Notice" means the notice in terms of section 6 (4) of the Engineering Profession of South Africa Act 1990 (Act 114 of 1990), published in *Government Gazette* No. 13228 under Board Notice 67 of 1991 dated 17 May 1991.

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

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

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

(31 Januarie 1992)

RAADSKENNISGEWING 6 VAN 1992

REGSTELLINGSKENNISGEWING

RAAD OP BESOLDIGING EN DIENSVORDELE VAN STADSKLERKE

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

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

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

J. VENTER,

Waarnemende Sekretaris.

(31 Januarie 1992)

RAADSKENNISGEWING 7 VAN 1992

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

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

(i) Met ingang van 1 Oktober 1991:

1. Deur—

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

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

J. VENTER,

Waarnemende Sekretaris.

(31 Januarie 1992)

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

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

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

(31 January 1992)

BOARD NOTICE 6 OF 1992

RECTIFICATION NOTICE

BOARD ON THE REMUNERATION AND SERVICE BENEFITS OF TOWN CLERKS

I, Jacobus Venter, Acting Secretary to the Board on Remuneration and Service Benefits of Town Clerks, acting herein by virtue of authority granted to me by the said board in terms of section 8 (2) of the Remuneration of Town Clerks Act, 1984 (Act No. 115 of 1984), hereby amend, effective from 1 July 1986, Annexure A to Government Notice No. R. 1153 of 29 May 1987 by—

(a) The deletion of the word "Munster" where it appears in the column for Natal under Grade 4; and

(b) the insertion of the word "Munster" in the column for Natal under Grade 3 after the word "Melmoth".

J. VENTER,

Acting Secretary.

(31 January 1992)

BOARD NOTICE 7 OF 1992

AMENDMENT OF CLASSIFICATION OF LOCAL AUTHORITIES ACCORDING TO GRADES IN TERMS OF THE REMUNERATION OF TOWN CLERKS ACT, 1984

I, Jacobus Venter, Acting Secretary to the Board on Remuneration and Service Benefits of Town Clerks acting herein by virtue of authority granted to me by the said Board in terms of section 8 (2) of the Town Clerks Act, 1984 (Act No. 115 of 1984), hereby amend Annexure A to Government Notice No. R. 1153 of 29 May 1987 as follows:

(i) Effective from 1 October 1991:

1. By—

(a) the deletion of the word "Calitzdorp" where it appears in the column for the Cape Province under Grade 3; and

(b) the insertion of the word "Calitzdorp" in the column for the Cape Province under Grade 4 after the word "Britstown".

J. VENTER,

Acting Secretary.

(31 January 1992)

MINE WAGES

Teething troubles

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

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

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

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

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

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

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

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

The union decided on that basis to review its position and advised its negotiators not to

participate in the scheme. "But you must understand the scheme only comes to an end in June when we have to enter a new wage deal. As the negotiations unfold, we will have to see what other mechanisms we can use to try to augment workers' wages."

The pragmatic approach pioneered in NUM by former general-secretary Cyril Ramaphosa remains intact at the top. The leaders know they must find the best compromise between earnings and job security.

But they agree with their members' complaint that the base increase of 5% agreed last June is too low. It is further questioned by the members whether they can have much control over productivity in order to make any impact on their earnings.

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



NUM's Golding ... problems with information disclosure

Demotivated staff demand 16% Urgent talks to avert bank strike

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

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

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

Earlier Smith said he was confident workers would vote in favour of tak-

5/2/92

Sowetan Correspondent

ing some form of industrial action.

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

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

The management is offering 13 percent.

First National Bank senior general manager Mr Jimmy Mackenzie said

although he did not believe workers would vote to take industrial action, if there was "total support" for a strike, the bank would have no option but to close, review the situation and take necessary steps.

Smith said employees felt "cheated".

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

Last year was another record year with bank profits rising 16,8 percent from R329,8 million to R385,1 million, Smith said.

BUS

Business leaders to meet on jobs need

MARC HASENFUSS
Business Staff

355

ARC 6/2/92

PREVENTING further hikes in the current rate of unemployment in the Western Cape will demand the creation of 38 000 new jobs a year, Wesgro executive director Dr David Bridgman said.

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

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

The project could not expect to achieve success without the political developments from February, 1990, to Codesa. On the back of an emerging

political consensus we must build a 'Coalition' for regional growth," said Mr Bridgman.

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

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

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

Retailers negotiate over provident fund

DIRK HARTFORD

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

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

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

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

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

The companies involved employ about 90 000 people.

The existence of this new negotiating forum's does not address the question of whether an industrial

council could be established in the retail trade. Corlett said yesterday the diverse nature of the industry militated against the formation of a council and the issue "wasn't even on the agenda". Thibedi said while an industrial council was desirable in the industry, Saccawu was concerned only with the provident fund issue at the moment.

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

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

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

At issue is whether a company has the right to unilaterally retrench workers when closing or selling its operations or whether the union should be involved in the decision.

A source said there had been nearly 60 hours of consultation and Checkers now wanted the order set aside. A Saccawu spokesman said the union would oppose Checkers' application.

Workers left without salaries

Sowetan 14/2/92 (355)

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

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

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

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

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

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

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

By IKE MOTSAPI

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

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

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

"He has not returned," Maseko added.

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

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

The 35 workers have sought legal advice.

Sowetan tried unsuccessfully to locate Hallat.

Average wage ⁽³⁵⁾ increases ^{27/7/92} decline to 16,1%

Own Correspondent

JOHANNESBURG. —

Average wage increases have steadily declined from 17,9% in 1988 to 16,1% in 1991 and the national average settlement this year is likely to be between 13% and 14%, labour consultant Andrew Levy's latest wage settlement survey shows.

In the second half of last year the average level of settlement was 15,3%.

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

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

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

● At least 3,8 million mandays were lost last year, demonstrating a sharp rise in the industrial unrest on the last six months.

This annual figure should be compared with a loss of just over 4 million mandays in 1990 and 3,09 million lost in 1989.

Tax rebates withdrawn

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

Finance Minister Barend du Plessis and National Education Minister Louis Pienaar said the incentive scheme introduced in 1986 would now fall away.

Sponsors were offered tax rebates of up to 80%.

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

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

The Ministers said prospective sponsors could still benefit from tax breaks of up to 48% through advertising in sports events. — Sapa. ^{8/10 am} 17/2/92

Pay rises shrink each year ^{8/10 am} 17/2/92 survey

AVERAGE wage increases have steadily declined from 17,9% in 1988 to 16,1% in 1991 and the national average settlement this year is likely to be between 13% and 14%, labour consultant Andrew Levy's latest wage settlement survey shows.

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Productivity

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The report said settlements in the min-

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

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

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

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

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

DIRK HARTFORD

Other from prospective purchasers. — Sapa. ^{8/10 am} 17/2/92

Pay rises 'lower than inflation'

B/day 20/2/92

DIRK HARTFORD

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

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

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

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

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

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

wages, were:

- ☐ Job security including a moratorium on retrenchments, no subcontracting, no temporary workers, a reduction in overtime and retraining instead of retrenching;
- ☐ Training programmes to be negotiated including reskilling, literacy and numeracy training; (355)
- ☐ Disclosure of financial information, especially if productivity deals were signed;
- ☐ Centralisation of bargaining;
- ☐ Housing subsidies and allowances; and
- ☐ Taxation demands around the VAT controversy.

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

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

Getting the office in harmony

By MONDLI MAKAHNYA

THE obscure phrase of "harmonisation of working conditions" is set to become employers' new headache.

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

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

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

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

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

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

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

takes them directly to the seventh floor.

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

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

"Once they get past this hurdle, then they'll start putting this issue on the agenda."

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

that power."

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

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

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

"You just have to recognise the different levels of responsibility. Even the unions do so and that is why they negotiate different wage packages for different categories."

W/manc 21/2 - 27/2/92

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Security men agree on levy

8/12/92 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.

Checkers 'weighing up liquidation'

Retail sector workers face wage squeeze

8/Day 27/2/92

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

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

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

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

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

Saccawu, the biggest union in the retail trade with 90 000 members, is demanding a R285 across-the-board increase at OK with a minimum monthly wage of R1 113. The union also wants a guaranteed 13th cheque and the agreement to cover all workers.

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

Saccawu said OK's zero offer was "a slap in the face". OK has proposed going

DIRK HARTFORD

straight to mediation on the issue and Saccawu is organising meetings to discuss its response.

In addition, Saccawu is in dispute with OK over the closure of about 20 OK stores and the retrenchment of workers.

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

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

Saccawu has about 5 000 members out of 9 000 Southern Sun employees.

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

According to a Checkers source, about 130 stores are currently making a loss. The company has decided to open its books to Saccawu in an attempt to convince the union of the seriousness of the crisis — "a potential national disaster".

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

□ To Page 2

Wage squeeze

create conditions for further job losses.

Underlying the whole crisis in the retail sector, according to employers, is the issue of productivity. Most employers want to trade jobs for agreements to keep wages down, control industrial action and enter into multiskilling, productivity and flexibility arrangements to try to keep companies profitable. 8/Day 27/2/92

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

with reasonable wage increases. A Saccawu source said Pick 'n Pay was prepared to meet the union's demand for a R230 across-the-board increase in exchange for allowing the company the right to transfer workers between stores according to trading demands.

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

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Pick 'n Pay wage offer

PICK 'n Pay industrial relations GM Frans van der Walt says the company has offered the SA Commercial, Catering and Allied Workers' Union a R170-a-month across-the-board increase, equivalent to 15,25% overall.

The company would offer an additional increase in exchange for union agreement on transfers between stores where needed, and changing of shift patterns at busy periods. This would help reduce overall expenditure. Van der Walt denied the company had said it would offer R230 a month under these circumstances, as a Saccawu spokesman claimed in a Business Day report yesterday.

Motorvia strike ballot

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

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

The initial offer of the company was R345 for long-distance drivers and R375 for pilot drivers and supervisors. The company's revised offer is R293 and R301.

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Garlicks retrenches 160 staff

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MARC HASENFUSS
Weekend Argus Reporter

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

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

Besides Cape Town, the group

also has stores in Pretoria, Durban and Johannesburg.

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

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

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

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

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

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

Bosses dig in on pay rises

By ADRIAN HERSCH

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

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

"While few employers are likely to stick to this position as talks wear on, it is nevertheless an indication that a great many of them are determined to settle at single-figure percentage increases for 1992."

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

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

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

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

The chances that many productivity deals will be reached do not look good.

But the option will increase "as talks move to deadlock and further employer concessions are linked to productivity."

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

"Coupled with political expectations, the bargaining atmosphere in many companies will have a dangerously low accident threshold."

11/3/92
S/Times (Guss)

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Lid on wage hikes as recession bites

ARG 4/3/92 (355)

Business Staff

NEGOTIATED wage increases this year are likely to average between 14 and 15 percent — compared with 16,1 percent in 1991 and 17,4 percent the year before — as an anticipated decline in inflation and the poor state of the economy make their mark.

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

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

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

pension of its national wage policy.

Last year, real wage increases (after allowing for inflation) averaged only 0,3 percent, compared with 2,9 percent in 1990 and 3,1 percent the previous year.

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

“Even with the tough economic backdrop of 1991, there is still a more than 50 percent probability that employers will face industrial action in support of wage demands and a more than 50 percent chance that such action would be in the form of overtime bans or go-slows.”

The consultants warn that employers can expect union negotiators to step up calls for shorter working hours as the country moves into an era with a greater emphasis on non-discrimination at work.

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

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

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

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

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

Union warning on wage freeze

B/day 4/3/92

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WILSON ZWANE

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

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

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

Thibedi said employers could not resolve the crisis individually.

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

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

OK Bazaars and Southern Sun are reportedly to offer zero increases

next month.

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

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

Saccawu — the biggest union in the retail trade with 90 000 members — is demanding a R285 across-the-board increase at OK with a minimum monthly wage of R1 113.

It also wants a guaranteed 13th cheque.

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

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

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

Thibedi said the union would negotiate such agreements with employers at the central bargaining forum.

Your money must work even harder this year

WITH salary increases likely to lag inflation significantly, employees will have to make their 1992 income work harder than ever before. **STW 7/3/92**

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

"Fringe benefits are much the same as cash income now, so people have to look at other areas of maximising the performance of earnings before and after taxation. **(353)**

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

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

"Salary-earners and employers should consider dropping traditional medical aid schemes in favour of a combination of catastrophe cover and medical savings schemes. **(353)**

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

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

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

NEWS IN BRIEF

Sacwu appeals to embassies

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

Steeledale MD Wally Craddock said the company saw no reason why it should be forced to negotiate at plant level by an almost unknown minority union.

Numsa submits demands in 1992 wage negotiations

8/Day 9/3/92
CAPE TOWN — Core demands for the 1992 wage negotiations in the engineering, motor, auto assembly and tyre industries were submitted by the National Union of Metalworkers of SA on Friday.

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

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

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

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

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

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

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

The motor council negotiations involved about 200 000 workers, the new tyre manufacturing industry another 12 000 and the national bargaining forum in the auto industry, 35 000.

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

"This is essential for the process of negotiations where representatives must report back to workers, and get mandates."

Shop stewards should be given at least 20 days' paid leave a year for training so they, like employers' industrial relations representatives, could be educated about labour relations.

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

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

Numsa also wanted all bargaining in the engineering sector to be centralised, with existing house agreements being drawn into the national industrial agreement, he said. — Sapa.

White workers demand 20% pay increase

By DREW FORREST

THE 70 000-strong Confederation of Metal and Building Unions — the prime representative of white metalworkers — has called for a 20 percent rise in actual wages in annual metal industry negotiations. w/maw 13/3-19/3/92

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

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

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

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

BYLAE**NYWERHEIDSRAAD VIR DIE JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP)****OOREENKOMS**

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

Cape Jewellery Manufacturers' Association

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

Jewellers' and Goldsmiths' Union

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

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

om die Hoofooreenkoms, gepubliseer by Goewermentskennisgewing R. 1133 van 8 Junie 1984, soos gewysig en her-nieu by Goewermentskennisgewings R. 2070 van 26 September 1986, R. 107 van 16 Januarie 1987, R. 146 van 30 Januarie 1987, R. 975 van 30 April 1987, R. 1992 van 11 September 1987, R. 2635 van 27 November 1987, R. 70 van 22 Januarie 1988, R. 1233 van 24 Junie 1988, R. 1675 van 19 Augustus 1988, R. 2591 van 23 Desember 1988, R. 1454 van 7 Julie 1989, R. 393 en R. 394 van 23 Februarie 1990, R. 1762 van 2 Augustus 1991 en R. 2858 van 29 November 1991, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Juweliërsware- en Edelmetaalnywerheid (Kaap) nagekom word—

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

(b) in die landdrostdistrik Die Kaap, uitgesonderd daardie gedeeltes wat voor 24 Oktober 1958 en 9 Maart 1973 (Goewermentskennisgewings No. 1559 van 24 Oktober 1958 en 173 van 9 Februarie 1973), binne die landdrostdistrik Wynberg geval het, maar met inbegrip van daardie gedeeltes van die landdrostdistrik Goodwood wat voor 3 Oktober 1975 en 12 Desember 1980 (Goewermentskennisgewings Nos. 1882 van 3 Oktober 1975 en 2536 van 12 Desember 1980) binne die landdrostdistrik Die Kaap geval het.

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

(a) slegs op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

(b) op vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan of 'n voorwaarde wat daarkragtens gestel is nie.

2. KLOUSULE 6: INDELING VAN WERK EN GEWONE MINIMUM LONE VIR GEWONE WERKURE

Vervang klousule 6 deur die volgende:

"Die minimum weeklone wat 'n werkgewer aan elkeen van ondergenoemde klasse werknemers moet betaal, is soos volg:

A: VAKMAN SE WERK

Enigeen of meer van die volgende werksaamhede ongeag die groep of groepe waaronder hulle val:

Klasse werk	Weekloon R
GROEP 1—Monteer- en/of edelmetaalwerk:	
(i) Edelmetale leger.....	360,00
(ii) Met die hand monteer, met of sonder gebruik van handgereedskap	360,00

SCHEDULE**(355)****INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE)****AGREEMENT**

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

Cape Jewellery Manufacturers' Association

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

Jewellers' and Goldsmiths' Union

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

being the parties to the Industrial Council for the Jewellery and Precious Metal Industry (Cape),

to amend the Main Agreement published under Government Notice R. 1133 of 8 June 1984, as amended and renewed by Government Notices R. 2070 of 26 September 1986, R. 107 of 16 January 1987, R. 146 of 30 January 1987, R. 975 of 30 April 1987, R. 1992 of 11 September 1987, R. 2635 of 27 November 1987, R. 70 of 22 January 1988, R. 1233 of 24 June 1988, R. 1675 of 19 August 1988, R. 2591 of 23 December 1988, R. 1454 of 7 July 1989, R. 393 and R. 394 of 23 February 1990, R. 1762 of 2 August 1991 and R. 2858 of 29 November 1991.

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial District of The Cape, excluding those portions which, prior to 24 October 1985 and 9 March 1973 (Government Notices 1559 of 24 October 1958 and 173 of 9 February 1973), fell within the Magisterial District of Wynberg, but including those portions of the Magisterial District of Goodwood which, prior to 3 October 1975 and 12 December 1980 (Government Notices Nos. 1882 of 3 October 1975 and 2536 of 12 December 1980), fell within the Magisterial District of the Cape.

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

(a) apply only to employees for whom wages are prescribed in this Agreement, and to the employers of such employees;

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

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

Substitute the following for clause 6:

"The minimum weekly wages which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:

A: JOURNEYMAN'S WORK

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

Classes of work	Weekly wage R
GROEP 1—Mounting and/or precious metal working:	
(i) Alloying precious metals	360,00
(ii) Assembling by hand, with or without making use of hand tools	360,00

<i>Klasse werk</i>	<i>Weekloon</i> R	<i>Classes of work</i>	<i>Weekly wage</i> R
(iii) Metaal met die hand fatsoeneer deur dit te buig, te vou en/of te manipuleer	360,00	(iii) Bending, plying and/or manipulating metal to shape by hand.....	360,00
(iv) Vorms vir die giet van edelmetale maak en/of berei, maar uitgesonderd die bereiding van vorms vir die giet van gewone gietblokke van edelmetaal	360,00	(iv) Making and/or preparing for use moulds for casting precious metals, but not including preparing for use moulds for casting plain ingots of precious metals.....	360,00
(v) Metaal sny as 'n werk wat voortvloei uit die werk wat deur die bepaalde vakman verrig word	360,00	(v) Cutting metal incidental to the work being performed by the particular journeyman ..	360,00
(vi) Boorwerk deur middel van handgereedskap (met inbegrip van 'n boor met 'n buigsame skag) of met 'n elektries aangedrewe handboor.....	360,00	(vi) Drilling by means of any hand tool (including flexible shaft drill) or by means of electrically operated hand drill.....	360,00
(vii) Metaal met 'n handvyl vyl.....	360,00	(vii) Filing metal with hand file.....	360,00
(viii) Metaal met 'n handhamer of ander handgereedskap uitklop	360,00	(viii) Hammering metal with hand-operated hammer or any other hand tool	360,00
(ix) Draaibankwerk.....	360,00	(ix) Lathe turning.....	360,00
(x) Metaal berei vir trekpyp of charnier (maar uitgesonderd die trek daarvan deur trekplate).....	360,00	(x) Preparing metal for drawing tube or charnier (but not including the drawing thereof through draw plates)	360,00
(xi) Ponswerk met 'n handpons of ander handgereedskap of -instrument.....	360,00	(xi) Punching with hand punch or with any other hand tool or instrument	360,00
(xii) 'n Vervaardigde artikel of 'n gedeelte daarvan herstel en/of verander	360,00	(xii) Repairing and/or altering any manufactured article or part of any such article.....	360,00
(xiii) Metaal met 'n figuursaag saag.....	360,00	(xiii) Sawing metal with fretsaw.....	360,00
(xiv) Metaal met die hand en met of sonder die gebruik van handgereedskap en met of sonder die gebruik van 'n blaaspyp soldeer (afgesien daarvan of sodanige blaaspyp met die mond of met lugdruk in werking gebring word)	360,00	(xiv) Soldering metal by hand with or without making use of hand tools and with or without making use of blowpipe (whether such blowpipe is operated by mouth or by air under pressure)	360,00
(xv) Metaal deur middel van 'n masjienproses soldeer en/of 'n soldeermasjien bedien en/of 'n soldeeroond bedien.....	360,00	(xv) Soldering metal by any machine process and/or operating any soldering machine and/or operating a soldering oven.....	360,00
(xvi) Spinwerk.....	360,00	(xvi) Spinning	360,00
<i>Opmerking.</i> —Die terme “legeer” en “edelmetale” word in klousule 3 omskryf.		<i>Note.</i> —In terms “alloying” and “precious metals” are defined in clause 3.	
GROEP II—Die montering van sierstene:		GROUP II—Setting ornamental stones:	
(i) Sierstene met die hand, en ook met behulp van handgereedskap, monteer.....	360,00	(i) Setting ornamental stones by hand, including making use of hand tools	360,00
(ii) Sierstene deur middel van handstempels en/of -ponse monteer.....	360,00	(ii) Setting ornamental stones by means of a hand-operated dies and/or punches	360,00
(iii) Kerf- en opsnwykwerk.....	360,00	(iii) Carving and cutting up	360,00
<i>Opmerking.</i> —Die term “sierstene” word in klousule 3 omskryf.		<i>Note.</i> —The term “ornamental stones” is defined in clause 3.	
GROEP III—Graveerwerk:		GROUP III—Engraving:	
(i) Met die hand graveer, met inbegrip van die gebruik van handgereedskap	360,00	(i) Engraving by hand, including making use of any hand tool.....	360,00
(ii) Met 'n masjien graveer.....	360,00	(ii) Engraving by operating any machine.....	360,00
<i>Opmerking.</i> —Die term “graveerwerk” word in klousule 3 omskryf.		<i>Note.</i> —The term “engraving” is defined in clause 3.	
GROEP IV—Emaljerij:		GROUP IV—Enamelling:	
Handgeskilderde amaljewerk	360,00	(i) Hand-painted enamelling.....	360,00
<i>Opmerking.</i> —Die term “Emaljerij” word in klousule 3 omskryf.		<i>Note.</i> —The term “enamelling” is defined in clause 3.	

B: AMBAGSMAN SE WERK

Werk in enigeen of meer van die volgende ambagte wanneer dit verrig word deur 'n persoon wat in die diens is van 'n werkgewer in die Juweliersware-en-edelmetaalnywerheid en wanneer dit deur die werkgewer onderneem word in verband met sy eie werksaamhede in sodanige Nywerheid:

B: ARTISAN'S WORK

Work in any one of the following trades when performed by a person in the employ of an employer engages in the Jewellery and Precious Metal Industry, and when undertaken by the employer in connection with his own activities therein:

<i>Klasse Werk</i>	<i>Weekloon R</i>	<i>Classes of work</i>	<i>Weekly wage R</i>
(i) Spinwerk in verband met onedelmetale ...	360,00	(i) Base metal spinning.....	360,00
(ii) Sierwerk met onedelmetale	360,00	(ii) Ornamental base metal working	360,00
(iii) Kopersmidwerk.....	360,00	(iii) Coppersmithing	360,00
(iv) Die maak van stempels en/of setmate en/of gereedskap en/of mate	360,00	(iv) Die and/or jig and/or tool and/or gauge making	360,00
(v) Elektrotegniese onderhoudswerk en/of installering	360,00	(v) Electrical maintenance work and/or installation.....	360,00
(vi) Monteer- en/of draaiwerk en/of masjien- werk en/of presisieslypwerk.....	360,00	(vi) Fitting and/or turning and/or machining and/or precision grinding	360,00
(vii) Die maak en/of herstel van instrumente...	360,00	(vii) Instrument making and/or repairing	360,00
(viii) Die opstel van masjiengereedskap	360,00	(viii) Machine tool setting up	360,00
(ix) Timmermanswerk.....	360,00	(ix) Carpentering.....	360,00
(x) Masjiendraaiwerk.....	360,00	(x) Engine turning	360,00
(xi) Graveer-en/of stempelsnywerk.....	360,00	(xi) Die engraving and/or sinking.....	360,00

C: WERKMAN (GRAAD A) SE WERK

Enigeen van die volgende werksaamhede:

Die vyl, saag, boor, monteer en soldeer van vooraf gevormde juweliersware en van markesiet-artikels in silwer, insluitende die gebruik van 'n hamer:

<i>Weekloon R</i>	<i>Weekly wage R</i>
Gedurende die eerste jaar ondervinding	115,00
Gedurende die tweede jaar ondervinding	150,00
Gedurende die derde jaar ondervinding.....	185,00
Daarna.....	220,00

Opmerking.—Die terme “monteer” en “vooraf gevormde juweliersware” word in klousule 3 omskryf.

C: OPERATIVE WORK (GRADE A)

Any of the following operations:

Filing, sawing, drilling, assembling and soldering pre-formed jewellery and marcasite articles in silver, including making use of a hammer:

<i>Weekly wage R</i>
During first year of experience
During second year of experience.....
During third year of experience
Thereafter

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

D: WERKMAN (GRAAD B) SE WERK

Alle werksaamhede in verband met die waslaaggietproses, uitgesonderd dié genoem onder klousule 6J (Vakman se werk), word in een kategorie saamgevat as gips- en waslaag-werksaamhede en bestaan uit die volgende:

<i>Klasse werk</i>	<i>Weekloon R</i>
(i) Gesmelte was met die hand en/of 'n masjien in vorms inspuit;	
(ii) hoeveelheid gips afmeet en meng en dit met behulp van 'n masjien verwyder;	
(iii) gipsmengsel in 'n vloeibare vorm met die hand en/of masjien giet in kanne en/of houers waarin kers, giet-vertakings of gietkanale aangebring en/of geplaas is;	
(iv) wasmodelkerns, gietvertakking of gietkanale maak of bou en dit in kanne en/of houers in posisie plaas;	
(v) wasmodelle uit vorms uitwerp en/of uitlig en/of uithaal;	
(vi) “baarde”, “vinne” en/of onreëlmatighede aan wasmodelle afwerk en/of verwyder;	
(vii) bereiding, vulkanisering en droging van gietvorms:	

<i>Weekloon R</i>
Gedurende die eerste jaar ondervinding
Gedurende die tweede jaar ondervinding
Gedurende die derde jaar ondervinding.....
Daarna.....

D: OPERATIVE WORK (GRADE B)

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

<i>Classes of work</i>	<i>Weekly wage R</i>
(i) Injecting molten wax into moulds by hand and/or mechanical means;	
(ii) measuring quantity of and mixing plaster, including the evacuation of same by mechanical means;	
(iii) pouring by hand and/or mechanical means liquid plaster mixture into cans and/or containers into which cores, trees or sprues have been fitted and/or placed;	
(iv) making or building wax pattern cores, trees or sprues and positioning same in cans and/or containers;	
(v) ejecting and/or lifting, and/or taking wax patterns from moulds;	
(vi) trimming and/or removing “feather”, “flash” and/or irregularities on wax patterns;	
(vii) preparing, vulcanising and curing of moulds:	

<i>Weekly wage R</i>
During first year of experience
During second year of experience.....
During third year of experience
Thereafter

E: WERKMAN (GRAAD C) SE WERK

Enigeen of meer van die volgende werksaamhede:

- (i) Verguld-, plateer- en skuurwerk met rubberwiele of papier, hetsy met die hand of met 'n masjien (met inbegrip van 'n buigsame as) en/of sandbestraling;
- (ii) perssnywerk, persponswerk en/of persbosselleerwerk;
- (iii) die skoonmaak en/of was van juweliersware
- (iv) die uitgloeïing en trek van soliede draad; en/of trekpype of charniers (in teenstelling met die bereiding van metaal vir trekpype of charniers, wat binne die bestek van 'n vakman se werk val);
- (v) rollers voer en/of mate gebruik;
- (vi) onedelmetale en afval van edelmetale opsny en dit smelt, giet en in gewone gietblokke gooi;
- (vii) die vassit en/of vul van artikels in sement, was, skellak en/of ander sementeerstof vir graveerwerk, monter- of masjiendraaiwerk;
- (viii) die afstempeling van gehalte-, identifikasie-, registrasie-, naam-, patent-, datum- en/of karaatmerke;
- (ix) die vergruising en maal van emalje tot 'n fyn poeier en die was van gepoeierde emalje vir die werksaamhede van graad I;
- (x) sierstene, pèrels of ander sierwerk vaslym in of op juweliersware, sonder die gebruik van handgereedskap, in die finale produksiestadiums:

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

F: HERHALINGSWERK

- (i) Panne gemonteerde artikels wat voorberei is om gesoldeer te word op die bewegende band plaas wat die soldeeroond voer en daarvan te verwyder;
- (ii) samestellende dele van vooraf gevormde juweliersware in setmate plaas en hegswels en soldeersels of soldeer pasta daarop sit voordat die artikel op die bewegende band van 'n soldeeroond geplaas word;
- (iii) die prosesse met betrekking tot die produksie van ooringe, d.w.s. met 'n masjien boor, klink, saag en vinne verwyder:

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

G: POLEER

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

Opmerking.—Die term "poleerder" word in klousule 3 omskryf.

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

E: OPERATIVE WORK (GRADE C)

Any one or more of the following operations:

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

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

F: REPETITIVE WORK

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

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

G: POLISHING

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

Note.—"Polisher" is defined in clause 3.

	Weekly wage R
During first year of experience	115,00
During second year of experience	150,00
During third year of experience	185,00
Thereafter	220,00

H: ARBEIDER SE WERK

Enigeen of meer van die volgende werksamhede:

<i>Klasse Werk</i>	<i>Weekloon</i> R
(i) Persele, gerei, houters, installasie, masjinerie en/of gereedskap skoonmaak en/of was	164,00
(ii) installasie en masjinerie olie en/of smeer.	164,00
(iii) goedere dra, verwyder, toedraai, verpak en/of opstapel	164,00
(iv) deure, vensters, kiste, pakke, bale en/of sakke oop- en/of toemaak	164,00
(v) tee maak en/of ander drank berei	164,00
(vi) briewe en/of goedere aflewer en/of afhaal en/of boodskappe doen, hetsy te voet, met 'n fiets, driewiel en/of handvoertuig...	164,00
(vii) 'n handroller draai, 'n handpers swaai, die slinger van 'n handmasjien draai en/of 'n blaser of blaasbalk bedien	164,00
(viii) oorklere en/of ander beskermende klere was en/ of stryk	164,00

I: VAKLEERLINGE

Die lone soos van tyd voorgeskryf in die vakleerlingvoorwaardes wat ooreenkomstig die Wet of Mannekragopleiding, 1981, vasgestel is.

J: GIETVORMSNIERS

'n Gietvormsnyer is 'n persoon wat die rubbergietvorm oopsny in verband met waslaagietwerk.

	<i>Weekloon</i> R
Gedurende eerste jaar ondervinding	194,00
Daarna	275,00

K: MASJINIS

'n Masjinis is 'n persoon wat betrokke is by die meganiese produksie van juweliersartikels, insluit die ru-bewerking, glad-making, afskuinsing en vorming van sodanige artikels deur 'n persoon wat 'n werknemer is van 'n werkgewer in die Juweliersware-en-Edelmetaalnywerheid, wanneer dit deur die werkgewer onderneem word in verband met sy eie aktiwiteite in daardie nywerheid.

	<i>Weekloon</i> R
Gedurende die eerste jaar ondervinding	120,00
Gedurende die tweede jaar ondervinding	180,00
Gedurende die derde jaar van ondervinding	250,00
Daarna	360,00"

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

M. LEVIN,
Voorsitter.

J. DAVIDS,
Ondervoorsitter.

D. COSGROVE,
Waarnemende Sekretaris.

H: LABOURERS' WORK

Any one or more of the following operations:

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

I: APPRENTICES

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

J: MOULD CUTTERS

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

	<i>Weekly wage</i> R
During first year of experience	194,00
Thereafter	275,00

K: MACHINIST

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

	<i>Weekly wage</i> R
During first year of experience	120,00
During second year of experience	180,00
During third year of experience	250,00
Thereafter	360,00"

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

M. LEVIN,
Chairman.

J. DAVIDS,
Vice-Chairman.

D. COSGROVE,
Acting Secretary.

DEPARTEMENT VAN LANDBOU

No. R. 809

13 Maart 1992

BEMARKINGSWET, 1968
(WET No. 59 VAN 1968)**BEHEER OOR DIE UITVOER VAN SEKERE
PLANTAARDIGE OLIES: HERROEPING**

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

A. I. VAN NIEKERK,
Minister van Landbou.

DEPARTEMENT VAN MANNEKRAG

No. R. 751

13 Maart 1992

WET OP ARBEIDSVERHOUDINGE, 1956

**MEUBELNYWERHEID, OOSTELIKE KAAPPRO-
VINSIE: 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 R. 1654 van 6 Augustus 1982, R. 33 van 7 Januarie 1983, R. 163 van 3 Februarie 1984, R. 2093 van 21 September 1984, R. 141 van 24 Januarie 1986, R. 843 van 2 Mei 1986, R. 438 van 6 Maart 1987, R. 1704 van 7 Augustus 1987, R. 2808 van 18 Desember 1987, R. 805 van 21 April 1989, R. 2525 van 17 November 1989 en R. 725 van 5 April 1991, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1992 eindig.

D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 817

13 Maart 1992

WET OP ARBEIDSVERHOUDINGE, 1956

**TABAKNYWERHEID, RUSTENBURG: WYSIGING
VAN HOOFOOREENKOMS**

Ek, Glen Morris Edwin Carelse, Adjunk-Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigings-ooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie 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 werkgewer en die vakvereniging wat die Wysigings-ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vereniging is.

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

DEPARTMENT OF AGRICULTURE

No. R. 809

13 March 1992

MARKETING ACT, 1968
(ACT No. 59 OF 1968)**CONTROL OF THE EXPORTATION OF CERTAIN
VEGETABLE OILS: REPEAL**

I, André Isak van Niekerk, Minister of Agriculture, acting under section 87 of the Marketing Act, 1968 (Act No. 59 of 1968), hereby repeal Proclamation No. R. 35 of 1978.

A. I. VAN NIEKERK,
Minister of Agriculture.

DEPARTMENT OF MANPOWER

No. R. 751

13 March 1992

LABOUR RELATIONS ACT, 1956

**FURNITURE MANUFACTURING INDUSTRY, EAST-
ERN CAPE PROVINCE: 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 R. 1654 of 6 August 1982, R. 33 of 7 January 1983, R. 163 of 3 February 1984, R. 2093 of 21 September 1984, R. 141 of 24 January 1986, R. 843 of 2 May 1986, R. 438 of 6 March 1987, R. 1704 of 7 August 1987, R. 2808 of 18 December 1987, R. 805 of 21 April 1989, R. 2525 of 17 November 1989 and R. 725 of 5 April 1991, to be effective from the date of publication of this notice and for the period ending 30 June 1992.

D. VAN DER WALT,
Director: Labour Relations.

No. R. 817

13 March 1992

LABOUR RELATIONS ACT, 1956

**TOBACCO MANUFACTURING INDUSTRY, RUS-
TENBURG: AMENDMENT OF MAIN AGREEMENT**

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule 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 employer and the trade union which entered into the Amending Agreement and upon the employees who are members of the said union.

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

BYLAE**NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID
(RUSTENBURG)****OOREENKOMS**

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

United Tabakmaatskappy

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

**NATIONAL UNION OF TOBACCO AND ALLIED
WORKERS**

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

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

om die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 372 van 25 Februarie 1983, soos gewysig en verleng by Goewermentskennisgewings Nos. R. 2142 van 30 September 1983, R. 1231 van 22 Junie 1984, R. 2443 van 9 November 1984, R. 2766 van 21 Desember 1984, R. 207 van 7 Februarie 1986, R. 2243 van 31 Oktober 1986, R. 2641 van 27 November 1987, R. 1080 van 2 Junie 1989, R. 2526 van 17 November 1989 en R. 1799 van 2 Augustus 1991, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in die munisipale gebied van Rustenburg.

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

2. KLOUSULE 4: LONE

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

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

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

Vervang die voorgeskrewe 1990-lone deur die volgende:

"Loonskaal"	Per week
	R
Assistent-voorman	338,85
Leierwerksman en produksietegnikus	479,55
Ambagsman	453,60
Ketelinstallasie-toesighouer	357,65
Skofkontroleur (gehalteversekering)	361,35
Assistent-skofkontroleur (gehalteversekering)	345,90
Gehalte-inspekteur—	
gedurende eerste jaar ondervinding	321,90
gedurende tweede jaar ondervinding	325,65
daarna	332,05
Toesighouer (sigaretvervaardiging)—	
gedurende eerste jaar ondervinding	321,90
gedurende tweede jaar ondervinding	325,65
daarna	332,05

SCHEDULE**INDUSTRIAL COUNCIL FOR THE TOBACCO MANUFACTURING
INDUSTRY (RUSTENBURG)****AGREEMENT**

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

United Tobacco Company

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

**NATIONAL UNION OF TOBACCO AND ALLIED
WORKERS**

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

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

to amend the Agreement published under Government Notice No. R. 372 of 25 February 1983, as amended and extended by Government Notices Nos. R. 2142 of 30 September 1983, R. 1231 of 22 June 1984, R. 2443 of 9 November 1984, R. 2766 of 21 December 1984, R. 207 of 7 February 1986, R. 2243 of 31 October 1986, R. 2641 of 27 November 1987, R. 1080 of 2 June 1989, R. 2526 of 17 November 1989 and R. 1799 of 2 August 1991.

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) within the municipal area of Rustenburg.

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

2. CLAUSE 4: WAGES

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

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

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

Substitute the following for the prescribed 1990 wages:

"Wage Rates"	Per week
	R
Assistant foreman	338,85
Leading hand and production technician	479,55
Artisan	453,60
Boiler plant supervisor	357,65
Quality assurance—shift controller	361,35
Quality assurance—assistant shift controller	345,90
Quality inspector—	
during first year of experience	321,90
during second year of experience	325,65
thereafter	332,05
Supervisor (cigarette manufacturing)—	
during first year of experience	321,90
during second year of experience	325,65
thereafter	332,05

"Loonskaal"	Per week	"Wage Rates"	Per week
	R		R
Toesighouer (pyptabak)	307,80	Supervisor (pipe tobacco).....	307,80
Ondersoeker, ongekwalifiseer—		Examiner, unqualified—	
gedurende eerste ses maande ondervinding	289,30	during first six months of experience	289,30
gedurende tweede ses maande ondervinding	295,60	during second six months of experience	295,60
Ondersoeker, gekwalifiseer	303,90	Examiner, qualified.....	303,90
Seksieman, ongekwalifiseer—		Sectionman, unqualified—	
gedurende eerste jaar ondervinding	321,90	during first year of experience	321,90
gedurende tweede jaar ondervinding	330,70	during second year of experience	330,70
gedurende derde jaar ondervinding	344,50	during third year of experience.....	344,50
Seksieman, gekwalifiseer	361,35	Sectionman, qualified	361,35
Senior seksieman.....	378,10	Senior sectionman.....	378,10
Masjienbediener, ongekwalifiseer—		Machine minder, unqualified—	
gedurende eerste jaar ondervinding	316,40	during first year of experience	316,40
gedurende tweede jaar ondervinding	323,15	during second year of experience	323,15
gedurende derde jaar ondervinding	333,20	during third year of experience	333,20
Masjienbediener, gekwalifiseer	345,90	Machine minder, qualified.....	345,90
Veiligheidsbeampte—A en B.....	314,40	Security officer—A and B.....	314,40
Terreinopsigter	316,40	Groundsman	316,40
Fabrieksklerk, versendingsklerk, ontvangsklerk en magasynman, ongekwalifiseer—		Factory clerical employee, despatch clerk, receiving clerk and storeman, unqualified—	
gedurende eerste jaar ondervinding	292,10	during first year of experience	292,10
gedurende tweede jaar ondervinding.....	295,85	during second year of experience	295,85
gedurende derde jaar ondervinding	299,95	during third year of experience.....	299,95
gedurende vierde jaar ondervinding.....	304,65	during fourth year of experience.....	304,65
Fabrieksklerk, versendingsklerk, ontvangsklerk en magasynman, gekwalifiseer	311,65	Factory clerical employee, despatch clerk, receiving clerk and storeman, qualified.....	311,65
Voorraadbediener, ongekwalifiseer—		Stores attendant, unqualified—	
gedurende eerste jaar ondervinding	287,10	during first year of experience	287,10
gedurende volgende ses maande ondervinding	289,95	during next six months of experience	289,95
gedurende volgende ses maande ondervinding	293,35	during next six months of experience	293,35
gedurende volgende ses maande ondervinding	297,10	during next six months of experience	297,10
gedurende volgende drie maande ondervinding	301,50	during next three months of experience	301,50
Voorraadbediener, gekwalifiseer	306,45	Stores attendant, qualified.....	306,45
Motorvoertuigdrywer van—		Motor vehicle driver of—	
motorkarre en stasiewaens.....	300,10	cars and station wagons	300,10
bestel- en vragwaens met 'n onbelaste massa van—		vans and lorries with an unladen mass of—	
tot 1 362 kg.....	300,10	up to 1 362 kg.....	300,10
meer as 1 362 en tot 2 723 kg	305,20	over 1 362 kg and up to 2 723 kg.....	305,20
meer as 2 723 en 3 632 kg	309,05	over 2 723 kg and up to 3 632 kg.....	309,05
meer as 3 632 kg.....	313,15	over 3 632 kg.....	313,15
Deeltydse motorvoertuigdrywer.....	293,65	Part-time motor vehicle driver	293,65
Eethuistoehouder	300,10	Canteen supervisor	300,10
Faktotum—		Handyman—	
gedurende eerste drie maande ondervinding.....	289,30	during first three months experience	289,30
gedurende volgende drie maande ondervinding	291,20	during next three months of experience	291,20
gedurende volgende drie maande ondervinding	293,70	during next three months of experience	293,70
daarna	297,45	thereafter	297,45
Onderbaas	297,45	Chargehand	297,45
Spanleier—		Team leader—	
van werknemers Graad 1A	302,65	of Grade 1A employees	302,65
van werknemers Graad 1B	300,10	of Grade 1B employees	300,10
van werknemers Graad II.....	294,90	of Grade II employees.....	294,90
van werknemers Graad III en arbeiders	291,10	of Grade III employees and labourers	291,10
Werknemer Graad 1A, ongekwalifiseer—		Grade 1A Employee, unqualified—	
gedurende eerste drie maande ondervinding.....	287,10	during first three months of experience	287,10
gedurende volgende ses maande ondervinding	289,60	during next six months of experience	289,60
gedurende volgende ses maande ondervinding	292,45	during next six months of experience	292,45
gedurende volgende ses maande ondervinding	295,25	during next six months of experience	295,25
gedurende volgende drie maande ondervinding.....	298,10	during next three months of experience	298,10
Werknemer Graad 1A, gekwalifiseer	301,35	Grade 1A Employee, qualified	301,35
Werknemer Graad 1B, ongekwalifiseer—		Grade 1B employee, unqualified—	
gedurende eerste drie maande ondervinding.....	287,10	during first three months of experience	287,10
gedurende volgende ses maande ondervinding	289,30	during next six months of experience	289,30
gedurende volgende ses maande ondervinding	291,45	during next six months of experience	291,45
gedurende volgende ses maande ondervinding	293,70	during next six months of experience	293,70
gedurende volgende drie maande ondervinding	295,85	during next three months of experience	295,85
Werknemer Graad 1B, gekwalifiseer	298,75	Grade 1B Employee, qualified	298,75
Tabakverpakker, ongekwalifiseer—		Tobacco Packer, unqualified—	
gedurende eerste drie maande ondervinding.....	287,10	during first three months of experience	287,10
gedurende volgende drie maande ondervinding	288,95	during next three months of experience	288,95
gedurende volgende drie maande ondervinding	291,20	during next three months of experience	291,20
gedurende volgende drie maande ondervinding	293,35	during next three months of experience	293,35

"Loonskaal"	Per week
	R
Tabakverpakker, gekwalifiseer	296,20
Werknemer Graad II, ongekwalifiseer—	
gedurende eerste ses maande ondervinding	287,10
gedurende volgende ses maande ondervinding	289,30
Werknemer Graad II, gekwalifiseer	292,35
Wag	289,75
Werknemer Graad III	288,45
Arbeider	287,10
Werknemer nie elders in hierdie Ooreenkoms vermeld nie	292,35".

3. KLOUSULE 16: RAADSFONDSE

Vervang paragraaf C deur die volgende:

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

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

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

L. J. ROELOFSE,

Voorsitter van die Nywerheidsraad.

R. ZILILO,

Verteenwoordiger van die Vakvereniging.

H. J. VAN REENEN,

Sekretaris van die Nywerheidsraad.

No. R. 818

13 Maart 1992

WET OP ARBEIDSVERHOUDINGE, 1956**JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP): WYSIGING VAN HOOFOORENKOMS**

Ek, Pieter Gabriel Marais, 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 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 31 Desember 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.

P. G. MARAIS,

Minister van Mannekrag.

"Wage Rates"	Per week
	R
Tobacco Packer, qualified	296,20
Grade II Employee, unqualified—	
during first six months of experience	287,10
during next six months of experience	289,30
Grade II Employee, qualified	292,35
Watchman	289,75
Grade III Employee	288,45
Labourer	287,10
Employee not elsewhere specified in this Agreement....	292,35".

3. CLAUSE 16: COUNCIL FUNDS

Substitute the following for paragraph C:

"(i) Weekly-paid employees R1,00 per week.

(ii) monthly-paid employees R4,30 per month."

Signed for and behalf of the parties at Rustenburg, this 29th day of May 1991.

L. J. ROELOFSE,

Chairman of the Industrial Council.

R. ZILILO,

Representative for Trade Union.

H. J. VAN REENEN,

Secretary of the Industrial Council.

No. R. 818

13 March 1992

LABOUR RELATIONS ACT, 1956**JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE): AMENDMENT OF MAIN AGREEMENT**

I, Pieter Gabriel Marais, Minister of Manpower, hereby—

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

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

P. G. MARAIS,

Minister of Manpower.

Warning on industrial action

STAR 14/3/92 (355) ~~14/3/92~~
NEGOTIATED wage increases this year are likely to average 14 to 15 percent, compared with 16,1 percent in 1991 and 17,4 percent the year before, as an expected decline in inflation and the poor state of the economy make their mark.

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

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

The two largest Cosatu-affiliated unions — the National Union of Metalworkers of SA (Numsa) and the National Union of Mine-

workers (Num) — accepted their lowest inflation-adjusted increases since the early 1980s and Num regarded its acceptance as a temporary suspension of its national wage policy.

Last year real wage increases averaged only 0,3 percent, compared with 2,9 percent in 1990 and 3,1 percent the previous year.

Greater realism

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

"Even with the tough economic backdrop of 1991, there is still a more than 50 percent probability that employers will face industrial action in support of wage demands and a more than 50 percent chance that such action would be

in the form of overtime bans or go-slows."

The consultants warn that employers can expect union negotiators to step up calls for shorter working hours as the country moves into an era with a greater emphasis on non-discrimination at work.

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

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

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

Heavier burden for high-earning wives

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

A married woman earning R50 000 a year will reduce her tax liability by R610 a year. But the benefits start declining on a sliding scale for those earning between R50 000 to R80 500. Married women earning above R80 500 will pay higher taxes.

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

Married men earning up to R100 000 were still paying less tax than married women. A married woman earning R50 000 will be liable

for R13 350 tax whereas her male counterpart will only be taxed R12 600.

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

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

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

GILLIAN HAYNE

STAR 19/3/92

Unions to focus on job security

By Mike Siluma

(355)

Job security will be a key demand of trade unions when annual wage negotiations affecting more than 320 000 metal workers begin today in Johannesburg.

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

Union demands include:

- Wage increases ranging from 14,4 percent to 42,6 percent.

- A moratorium on retrenchments with an obligation on employers to negotiate.

- A reduction of the working week from 44 to 40 hours without loss of pay.

- An increase in severance pay from one to four weeks a year of service.

- The provision of training for retrenched workers.

- The proscription of overtime except in emergency cases.

Seifsa proposals include a reduction in the present two-day notification period for a change in working hours.

Over-50s join matrices in the queue for jobs

(335)

ARG 24/3/92

EVERY day millions of unemployed South Africans attempt to enter the saturated job market.

For an estimated 6,3 million of the economically active workforce of 14 million, there is no work.

Hundreds of thousands of these jobless people live in the Cape.

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

Between 1960 and 1965, the formal economy could absorb 80,9 percent of new entrants into the labour market. By 1990 this figure had dropped to 8,4 percent.

Recruitment expert Mr Ken Eaton has 10 000 CVs on his books in the Western Cape alone. Many of them are over-qualified and unemployed in the current economic climate.

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

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

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

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

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

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

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

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

UNEMPLOYMENT in South Africa has become a time-bomb, with only seven out of 100 job-seekers entering the labour market in the past five years finding full-time work. Now, the weak economy is leaving even highly-qualified workers jobless. Labour Reporter SHARON SOROUR investigates...

Coping with the heartbreak, humiliation of retrenchment

SHARON SOROUR
Labour Reporter

JONATHAN Edwards, 50, is a highly qualified senior executive with a string of degrees. He was retrenched late last year.

The victim of a merger between two large corporations, he earned more than R150 000 a year. Now he is looking for a job to support his wife and three children.

He will have to sell several assets to survive and has entered the job market with tens of thousands of other white-collar workers.

Janet Petersen, a 27-year-old business science graduate, managed an export company before it went into liquidation.

She battled for six months, surviving on Unemployment Insurance Fund payouts, to find other work.

Others are not so lucky.

Shocked and desperate after being retrenched at 24-hours notice, Anne de Villiers says she feels betrayed.

A single mother of a two-year-old, her first thought is to find another job, she says.

"The old-age home where I was nursing is being liquidated and they have told us they have no money to pay the staff. There is no question of

a good retrenchment package."

Fortunately, accommodation is not a problem because a friend has put her up in Green Point until she can find another job to pay the bills.

Benjamin Johnson has been job-hunting relentlessly for six months.

The large food manufacturing company where he worked was crippled by the recession and several posts were made redundant, including his.

"They restructured my department and three posts which were all filled by black employees were made redundant, including my own. But two of these were resuscitated a month later and the positions filled by whites.

"I don't know if this is a new trend ..."

His life has been turned upside down: he has had to move back to his parents' home while job-hunting, he has had to shelve plans to get married and he could not buy the house he had hoped to.

"It's been a big set-back. Reality has caught up with me but I still have a lot of energy to job-hunt. But it takes everything out of you, including your self-esteem."

Names have been changed to avoid embarrassment.

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

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

Employment has been stung more severely in this downswing than in any of the recessions in the past 20

years, according to the latest Reserve Bank Quarterly Bulletin.

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

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

New and existing business investment have been affected by sporadic

internal unrest and the "general mood of uncertainty about political developments".

Non-agricultural employment in the private sector has been hit the hardest with employment slashed by 5,5 percent and 3,8 percent in the first and second quarter of last year, the bank says.

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

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

The formal sector's ability to create employment has been reduced from almost four percent in the 1960s to an annual average of only 0,6 percent from 1985 to 1990.

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

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

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

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

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

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

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

The situation is grim. Experts agree that unemployment will increase this year and there will not be light at the end of the tunnel until the country comes out of the recession with other players in the world economy.

Motor industry is top payer ^{81 days 24/3/92} survey

DIRK HARTFORD

ANGLO American's wage survey, which compares the wages of some companies in different sectors, shows that minimum monthly wages are highest in the motor sector. (155)

VW tops the industry with R1 499 a month while Delta is last with R1 153 a month. (355)

In the steel and engineering industry, top payer is Kolbenco at R1 044 with Scaw taking up the rear at R895.

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

bosch Farmers' Winery are on R1 048.

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

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

In the banking sector, Nedbank pays R900 against Standard Bank's R750.

By S'BU MNGADI

PICK 'n Pay's policy of making women workers do "starjumps" to find stolen items under their clothes has been stopped after a judge called it "possibly an injuria of the most extreme degree" in

Pick 'n Pay shelves jumps
CIPRESS 29/3/92
the Maritzburg Supreme Court this week.

But the supermarket chain has denied it was its policy to make women workers strip down to

their panties and then pull them down to their knees.

Mbali Mhlongo is claiming about R35 000 from Pick 'n Pay and Anthony Arnold, a former

jumped up and down when ordered by Arnold.

However, when Arnold told them to take off their clothes, including panties, she refused.

Mhlongo claimed on September 23 1989 she and two other cleaners

they have lost confidence in the police, he said.

Colour-blind

Leroy 'confused'

By DESMOND BLOW

CIPRESS 29/3/92
and sleeping outdoors in a tent now threatens to break up the movement because its national leader, the Rev Johan van der Walt, kicked Leroy out.

Van der Walt was shocked when he read a newspaper report on Monday that Leroy had become the first black child to join the Voortrekkers and immediately

His enthusiasm in joining his white school pals in nature conservation

■ To Page 2



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

■ Pic: TLADI KHUELE

Metal industry wage talks begin

SO 2/4/92
NATIONAL pay talks in the metal industry would resume in Johannesburg today, chief negotiator for the National Union of Metalworkers of South Africa, Mr Les Kettledas, said yesterday. (15) (355)

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

"Real" negotiations would start today and Numsa expected Seifsa to respond to union demands, Kettledas said. - Sapa.

Seifsa offer rejected 355

TRADE unions at metal industry pay talks yesterday rejected Seifsa's offer of a 6,4% increase and countered with demands ranging from 42,6% for labourers and 20% for artisans, Seifsa executive director Brian Angus said.

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

B/D ay 3/4/92

Unions reject six percent wage offer

Sowetan 3/6/92 (355) (51)

TRADE unions in the metal industry yesterday rejected a 6,4 percent wage increase offered by the Steel and Engineering Industries Federation of South Africa.

Mr Brian Angus, Seifsa's executive director, said the unions countered the offer with demands ranging from 42,6 percent for labourers and 20 percent for artisans.

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

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

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

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

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

He said Seifsa had rejected Numsa's demand for a complete moratorium on retrenchments, a crucial issue for negotiations. Numsa called on employers to find alternatives to retrenchments. - Sapa.

Metal unions reject wage increase offers

STAR 3/4/92

355

CAPE TOWN — Trade unions at metal industry pay talks yesterday rejected the 6,4 percent increase offered by the Steel and Engineering Industries Federation of SA, said Seifsa executive director Brian Angus.

Unions countered with demands ranging from 42,6 percent for labourers and 20 percent for artisans, he said.

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

The 12 unions party to the national industrial council talks tabled

more than 50 demands for improved conditions of service and wages.

Yesterday's meeting set the formal bargaining process in motion following the opening round on March 19, when the parties motivated their proposals.

More than 328 500 industry employees were represented by the National Union of Metalworkers of SA, the SA Confederation of Labour, seven affiliates of the Confederation of Metal and Building Unions, one affiliate of the National Council of Trade Unions and one independent trade union.

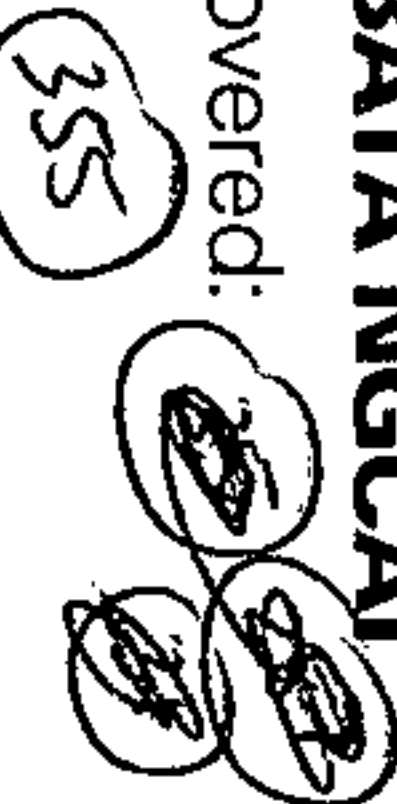
Negotiations will continue on April 24. — Sapa.

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 NGCAL 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 Trenyre garage.

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

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

He receives R175 for a 45-hour week, he says. "We know the employers are making a fortune because we count thousands of rands each seven-and-a-half hour day or night shift."

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

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

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

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

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

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

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

At 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

'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'

South 4-9/4/92

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

Friday in front of them. They know how much they earn and how much is deducted. If they need payslips 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

Job cuts bid by car industry

DIRK HARTFORD

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

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

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

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

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

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

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

Job security a thorny issue

By Mike Siluma

STAR 9/4/92
Annual wage talks between motor industry employers and trade unions, which began in Port Elizabeth on Monday, have been adjourned after a dispute arose on the thorny issue of job security for the industry's employees, the National Union of Metalworkers (Numsa) said.

The talks involve on the one hand the manufacturers Toyota, Samcor, Delta, BMW and Mercedes Benz, and on the

other Numsa and the whites-only Iron and Steel Workers Union.

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

- An across-the-board hourly

increase of R2, or a 25 percent raise on actual wages, whichever was the greater.

- Minimum hourly rate of R4,50.

- Moratorium on retrenchments; training of retrenched workers and severance pay of one month's salary for each year of service in the event of retrenchment.

- Reduction in the working week to 40 hours without loss of pay.

The talks are scheduled to resume on May 8.

Holidays 'cost 355 SA R521 million'

By Paula Fray

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

There will be three four-day weeks this month as a result of Easter and Founders' Day holidays. *STAN 10/4/92*

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

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

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

"I only hope that in the new SA this will be changed for the better ... that we won't have more public holidays," he said.

Saccawu demands a joint employers' forum in June

DIRK HARTFORD

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

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

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

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

Saccawu also rejected job flexibility, employing casual workers and subcontracting, and demanded

a moratorium on retrenchments. It would oppose any wage freeze and fight for a living wage.

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

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

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

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

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

Checkers, which is losing several million rands each month, has proposed a 10% wage cut, and provided the

union with a long list of stores it wants to close altogether.

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

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

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

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

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

Industrialist probed

Own Correspondent

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

The claims against the

clothing manufacturer were first raised by the National Council of Trade Unions (Nactu) two years ago and some of the incidents were reported as recently as January this year.

They were initially dismissed by the public prosecutor in Natal.

However, several victims have since come forward and a docket has been opened.

Three charges of common assault and four of grievous bodily harm against the industrialist

are presently with the Attorney-General and police are awaiting the go-ahead to arrest him.

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

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

whether they produced a doctor's certificate.

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

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

Pay negotiations

WAGE negotiations in the public sector continued this week. Negotiations deadlocked this last month with the government offering 8.2 percent and the Public Sector Caucus demanding 15.3 percent. (355) (88)

Wage negotiations in the automobile and new tyre manufacturing industry will continue early in May. They also ended on a sour note: employers in the automobile industry did not table an offer and will not do so until agreement is reached on the call for an unconditional moratorium on retrenchments. U/Mant 16/4-23/4/72

Negotiations in the new tyre manufacturing industry were dogged by the same issue and the employers tabled an offer 50 percent below the union's demand.

Clothing industry demands

By DICK USHER

WIMCUT 16/4 - 23/4 1972
A DETERMINED push for centralised structures to cover more than 100 000 workers in the clothing industry will be a major feature of this year's pay negotiations.

Proposals presented to employers by the South African Clothing and Textile Workers' Union (Sactwu) have several provisions aiming at this, including a demand that all employer associations support the setting up of a national industrial council to cover all of South Africa.

In line with this, Sactwu has presented a common set of proposals to employers in all four regional industrial councils and the Transvaal knitting industry.

The union will co-ordinate negotiations through the national shop stewards' council, which will take decisions about settlement.

Sactwu wants industrial council registration to cover factory shops and all employees whose earnings do not exceed the limit for UIF contributors. It also calls for the deletion of clauses which exclude categories of monthly

paid employees from agreements.

Sactwu also demands that provisions which exclude from the scope of agreements businesses employing fewer than a specified number of workers be scrapped.

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

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

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

The union's wage demand is for R40 a week or 20 percent on basic wages, whichever is the greater. This is considered to be realistic, given the effects of inflation and VAT.

FRINGE BENEFITS: How they can help in pension planning

With perks, standards need not drop after retirement

355

STAR 18/4/92

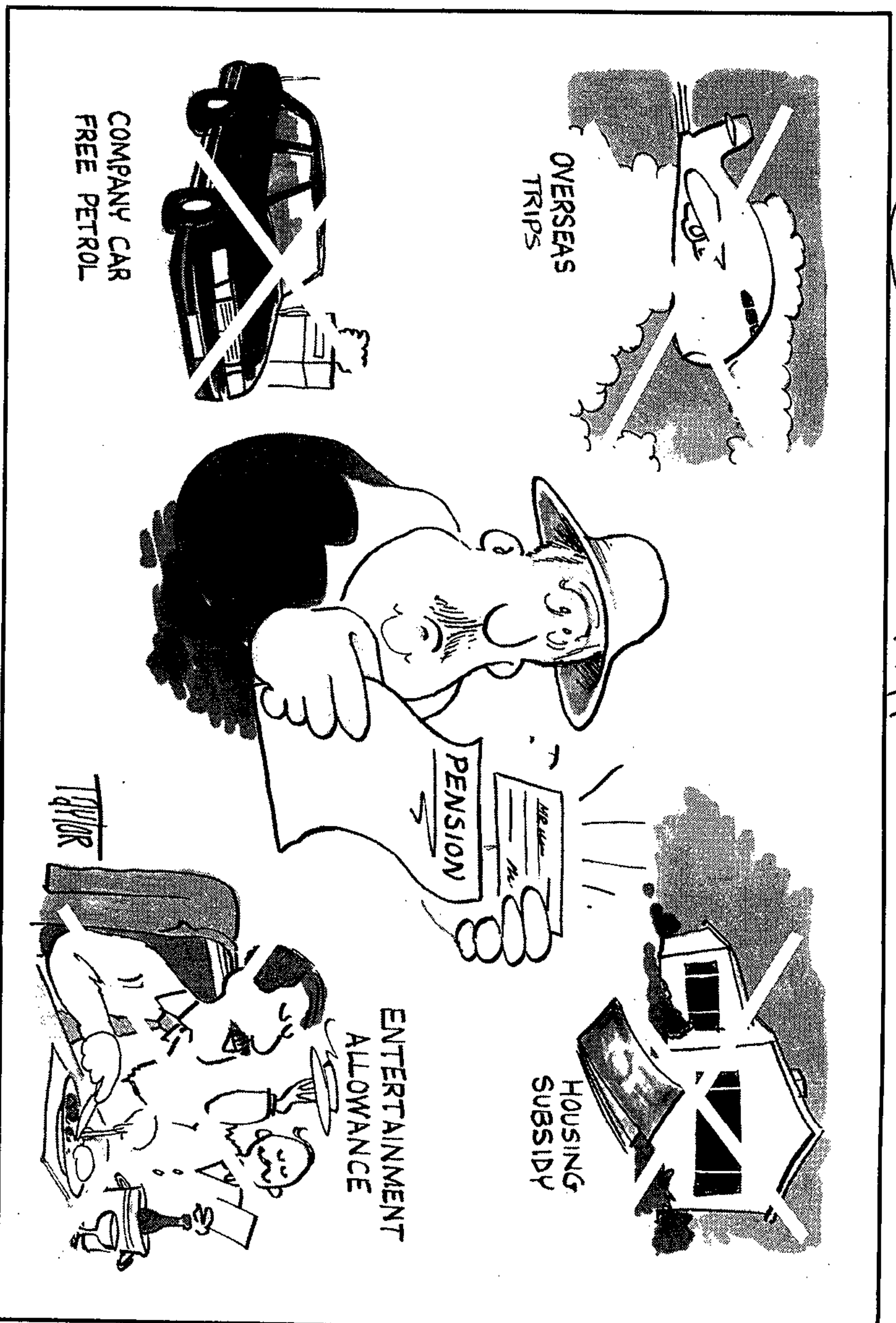
FRINGE benefits should be taken into account when planning for a retirement income, writes MAGNUS HEYSTEK.

MANY people planning retirement fail to take the financial value of their fringe benefits into account. They tend to use their cash remuneration as a basis of pension planning and this often leads to a sharp drop in living standards after retirement as all the fringe benefits fall away.

Although the introduction of fringe benefits taxation has tended to reduce the value of fringe benefits in relation to the overall remuneration package, a great number of people are still entitled to a wide range of fringe benefits. It is estimated that fringe benefits on average constitute about 20 percent of an employee's remuneration. These benefits should be taken into consideration when planning for a retirement income.

Most fringe benefits were implemented because they provide employers with the means of providing employees with competitive remuneration in the most economic and tax-efficient manner.

As a result of this, fringe benefits are still considered an integral part of the remuneration package of many employees.



The question is also quite often asked whether fringe benefits should not be included in pensionable remuneration. Phrasing in the

taxability of fringe benefits has reinforced this view. The total remuneration package of most employees generally consists of a basic

salary plus combinations of the following:
(a) Annual bonus.
(b) Housing benefit.
(c) Company's pension fund

contribution.
(d) Company's medical fund contribution.
(e) Share scheme.
(g) Subsidised meals at

work.
(j) Area and entertainment allowance.
(k) Conference and study tours.

(l) Membership of clubs.
(m) Telephone subsidies.
(p) Use of office equipment at home.

While not everyone qualifies for any or all of these kinds of fringe benefits, many employees have become used to them and are not always aware of the financial implications if the benefits should cease.

So which of these fringe benefits should be included in the calculation of a pensionable income?

Obviously not all of them should be included as this will increase the cost of pension funding to both the employer and the employee considerably.

Says Fanie Pretorius, senior manager Group Benefits at Sanlam: "It is no doubt preferable to make car benefits and medical aid contributions pensionable as the pensioner still needs a car and will have medical expenses."

"The policy of the employer must be taken into account. If subsidising the medical fund is continued, there is no justification for including employer's contributions in pensionable emoluments."

"Where the subsidy is discontinued, however, there is a strong argument in favour of including it," he says.

The same can be said for several other types of remuneration that could adversely affect the financial position of an employee on retirement if they are not included in pension planning.

Your business: don't fall foul of labour law

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

Overtime, generally, is payable at a minimum rate of one-and-a-third of the normal rate and is limited to three

STAR 18/4/92
ADAPTED from "Starting and Running Your Own Business", published by the private business services division of chartered accountants KPMG Aiken & Peat. (355)

hours a day and 10 hours a week.

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

Generally, professional staff are entitled to a minimum of three weeks' leave a year and other staff to two weeks.

Employees not work-

ing more than five days a week are entitled to 30 days' paid sick leave in a three-year period.

Any other employees are entitled to not less than 36 days' paid sick leave over the same period.

The minimum period of notice of termination

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

Employers may not discriminate against members of the trade unions.

These points are taken from the Basic Conditions of Employment Act and, of necessity,

are brief. If in any doubt, consult the Act or obtain professional advice.

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

● Next week: premises and location.

Employers in bid for pension safety

Business Times Reporter

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

"Most companies have defined benefit pension funds which guarantee a certain payout based on the employee's length of service and salary before retirement. (355)

But such a scheme places an open-ended liability on the employer to pay in the difference if the fund does not earn enough to meet claims. (355)

"In the past employers have been able to live with this open-ended liability. But with a possible increase in the cost of death and disability as a result of AIDS and the prospect of prescribed investments or tax on investment income hanging like a sword of Damocles over their heads, some employers are considering changing to a defined-contribution fund. (355)

Survey

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

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

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

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

Surplus

Until now many employees would have benefited from belonging to defined contribution funds because most company pension funds have been in surplus. This means that the funds earned more than enough to cover their defined payouts.

But it may not be the case in SA's new economic order.

Mr Rosenberg says some pension fund trustees are changing their rules to admit new members to fixed contribution schemes. They offer options to existing members to change.

Cosatu backs growth strategy

Plans to ease labour law for small business

355

6/Day 21/4/92

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

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

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

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

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

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

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

The recommendations, if accepted,

ALAN FINE

would apply to "micro businesses" defined as units employing no more than five people with an annual turnover of up to R250 000 measured in 1990 terms. They should be independent, and managed and controlled by the owner.

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

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

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

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

□ To Page 2

Small business

355

6/Day 21/4/92

From Page 1

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

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

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

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

tion — subsidised by the state — rather than the normal procedures involving industrial councils, conciliation boards and the Industrial Court.

It also proposed that micro businesses be exempted from aspects of the Machinery and Occupational Safety Act, including regulations relating to sanitary and washing facilities, dining rooms and provision of seats. Further investigation was required into regulations on lighting, thermal requirements, noise, windows and fire precautions.

The Manpower Department has called for comment and representations on the report within 90 days.

Employers digging in over '92 wage increases

SHARON SOROUR
Labour Reporter

EMPLOYERS battling against a prolonged recession have indicated they will not pay substantial wage increases this year — a recipe for confrontation, according to I R Data.

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

Struggling supermarket chainstore Checkers has stated it is prepared to go into liquidation if the S A Commercial, Catering and Allied Workers' Union (Saccawu) hinders its recovery.

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

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

With an estimated 35 000 jobs lost in the metal sector last year, the National Union of Metalworkers of S A (Numsa) has called for an unconditional and unlimited moratorium on retrenchments in its 1992 wage demands.

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

confrontation with employer body Seifsa."

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

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

Cosatu's announcement that it was embarking on a four-month programme of action revolving around a number of political and economic demands could inflate the figures even more, warned I R Data.

VW and Numsa settle work rate dispute

8/10/92 23/4/92
THE dispute over production schedules at VW's press shop has been resolved after the National Productivity Institute (NPI) found that workers could produce more vehicle floors an hour than the disputed target set by the company.

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

Eventually 38 workers were dismissed for failing to reach the new schedule. After a strike threat and

DIRK HARTFORD

constant short stoppages, VW agreed to Numsa's demand for an independent assessment by the NPI.

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

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

Meanwhile, the retrenchment moratorium in the car assembly and tyre

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

Numsa rejected the offer. It insists the moratorium is a standing agreement. In addition, it said its demand of R2 an hour increase still stood.

Negotiations in the car and tyre and rubber industries will continue early next month.

W/mend 24/4-29/4/92
Metal industry pay talks
■THERE will be no easy walk to a settlement in this years metal industry talks. Employers have made an initial offer of a 6.4 per cent increase, while the union is demanding increases of 42.6 per cent for labourers and 20 percent for artisans. (355)

Union ready to trade Karos pay freeze for concessions

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

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

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

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

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

The implementation date would be April 1.

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

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

Mr Horwitz says relations

By ADRIAN HERSCH

between the union and Karos have improved since the late 1980s.

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

A company spokesman says the union lowered its demand for a 21.9% pay rise to 17.9%. The company increased its offer from 15.24% to 16.6%.

355 Rejected

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

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

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

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

W/maul 30/4 - 7/5/92

Pay system at heart of Genref strike

(355)

By Ferial Haffajee

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

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

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

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

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

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

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

The union is demanding a 14 percent increase plus the conversion to rate for the job which the company says amounts to a 21 percent demand. Genref is offering a 15,7 percent increase.

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

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

WAGES FM 11/5/92

Steel in their teeth

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

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

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

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

Negotiations will continue on May 14. ■

Employers asked for leniency on train boycotters

6/10/92 15192 GAVIN DU VENAGE

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

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

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

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

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

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

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

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

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

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

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

SAP spokesman Col Frans Malherbe said more than 1 200 men would be deployed on trains, at stations and along railway lines in violence-torn areas during peak hours from Wednesday.

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

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

Trade unions set up unit trust fund

STAR 5/5/92

By Mike Siluma
Labour Reporter

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

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

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

Union criteria

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

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

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

which were government-owned.

Companies involved in off-shore investments would also be excluded.

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

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

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

Although neither the unions nor Syfrets would put a figure on the amounts of union money likely to flow into the CGF, it is understood that provident fund contributions on behalf of members of a key union in the venture, the National Union of Mineworkers, amount to about R25 million a month.

Independents

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

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

The Nactu unions are the

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

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

First step

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

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

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

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

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

The board will make its decisions after receiving investment advice from Syfrets and acceptability research from Labour Research Service.

No public holiday on May 29

GOVERNMENT was not considering declaring Friday, May 29, a public holiday, despite rumours that it would do so, a Home Affairs spokesman said yesterday. (355)

May 30 had already been proclaimed a holiday to compensate for the fact that Republic Day fell on the Sunday. Bidan 5/5/72

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

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

STEPHANE BOTHMA

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

It was decided to adopt the Saturday holiday compromise, as a Saturday holiday would not increase the number of official long weekends in the year and the effect on the economy would be slight. The step would also contribute to greater participation and public interest in the Comrades.

Fund 'will cope' with rise in unemployment

CAPE TOWN — About 74 000 people had claimed unemployment benefits each month this year, 12 000 more than in 1991, Deputy Manpower Minister Glen Carelse said yesterday.

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

Contributions to the fund would be increased soon.

The maximum annual income for contributors to qualify for unemployment insurance had been raised to R53 044 on May 1 from R46 332.

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

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

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

It was decisively important that the

training of unemployed people be fitted into the country's total training structure, he said.

About 1.4-million unemployed people had been trained between 1985 and 1991. Of these, about 25% had been employed immediately and another 15% entered the informal sector or were given jobs later.

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

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

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

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

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

13th cheque deadlock

STimes (BUS) 10/5/92

By ADRIAN HERSCH

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

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

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

Bonus

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

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

The union has asked for a conciliation board hearing.

CNA Gallo chief executive Ian Outram will not speculate on the outcome of conciliation board talks, but says

negotiations "have been held in a good spirit".

Pick 'n Pay and Saccawu settled for a pay increase of 16,6%. When the dispute was declared, the union demanded 21,9% and the company offered 15,24%.

The agreement includes R185 a month across-the-board increase, R900 monthly minimum wage and a change to the length of service bonus system.

Job flexibility issues did not form part of the deal.

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

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

Neither of the parties will comment on the offer or demand because it relates to pay. But the union says it will seek a moratorium on retrenchment.

Wage increase pacts exceed inflation rate

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

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

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

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

13/Day 11/5/92
DIRK HARTFORD

September.

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

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

The NUM and Anglo American Property Services (Ampros) reached agreement on increases ranging

from 14% to 17%, bringing the national minimum wage for Ampros workers to R1 000 a month.

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

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

Meanwhile, 12 000 cleaning workers outside Natal are in dispute after employers reversed a decision to form a national industrial council.

LAST Monday a number of Cosatu and Nactu unions, led by the NUM, announced the formation of a unit trust, the Community Growth Fund (CGF), hailed as an innovative investment outlet for union provident funds. It is and it isn't. It is innovative in that the unions make clear the fund will buy shares only in companies deemed "socially responsible". And it is politically innovative as the unions have made clear from the outset that they will exercise the votes on shares held by their unit trust.

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

The new fund has no track record and will only start operating in June. It kicked off last Monday with R30 paid in by Cyril Ramaphosa. His modest contribution was followed rapidly the next day by the well-publicised investment of R1m by the Times Media (TML) Pension Fund.

The facts that CGF is not yet operating and has no track record suggest that the TML Pension Fund's investment could not have been motivated by the investment or actuarial criteria which normally govern pension fund investments. Furthermore, while they remain invested in CGF, the TML Pension Fund trustees will have no influence over the ways in which CGF's managers exercise voting rights on shares held by the unit trust.

The TML Pension Fund's initiative highlighted the dilemma of many pension fund trustees pondering how best to protect members' interests from possible government intervention. The TML Pension Fund trustees' initiative was politically innovative and was tagged as such by the NUM whose Manoko Nchwe said it was "extremely important that a company such as TML has identified itself with this cause".

Nchwe, who has since quit the

Dilemmas looming for SA's pension fund trustees

JIM JONES

12/5/92

355 (29)

manantly renounce those rights.

But SA is in a process of rapid change, and thoughtful pension fund trustees might deem it necessary to make investments based on considerations which appear more politically than financially motivated. This might be justified, for example, by the argument that a commitment to "socially responsible" investments now might protect pension fund wealth from the depredations of some future government's populist redistribution policies.

But should politically motivated investments falter, pension fund trustees could run the risk of being accused of paying insufficient heed to their fiduciary responsibilities.

The rights of pension fund members should not be obscured by the political debate. By the same token, the views of pension fund members should not be overlooked by those entrusted with the management of members' savings. It would appear axiomatic that investment innovation which goes beyond normally accepted criteria should first be endorsed by the members.

be debated and resolved. But pension fund trustees who have yet to broaden their approach and who interpret their fiduciary responsibilities more narrowly than TML's might be haunted by Kipling's words: "... once you have paid him the Dane-geld you never get rid of the Dane."

Trustees and managers are generally charged with running pension funds so as to maximise the benefits which will accrue to their members. Generally, those investments should be politically blind. Union members who contribute to the CGF are aware of its restrictive investment covenants. Members of more conventional pension funds generally assume that maximisation of benefits implies a narrow financial interpretation. That is normally the case as professional fund managers rely on their investment track records when bidding for pension fund management contracts. As a result, most pension fund members understandably rely on the assumption that previous investment strategies will persist and that investment decisions will be taken solely on the basis of measurable investment returns.

They also take for granted that the fiduciary duties of pension fund managers require consultation with trustees when voting rights are exercised and that trustees will not per-

mass housing on which investment returns will be negligible.

Now that the TML Pension Fund has endorsed and invested in a "socially responsible" union-sponsored venture with no investment track record, it could be difficult for the managers of this or other companies' pension funds to resist outside pressure for members' savings to be directed into further "socially responsible" investments. And it could inspire unions to attempt to use representation on pension funds for political ends.

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

These are issues which have yet to

union, might be forgiven for confusing the TML Pension Fund with TML itself. Stephen Mulholland, who publicly presented the pension fund's money to representatives of the NUM, is well known as a former newspaper editor and as TML's present MD. But the decision to invest R1m in CGF was taken as a trustee of the TML Pension Fund. He and his two co-trustees decided to place the R1m with CGF.

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

Business Day will pay particular editorial attention to CGF to compare the performance of the unit trust's "socially responsible" investments with those whose investment policies are not restricted by union views on social responsibility. The contest will be fascinating.

But that is another issue. The TML Pension Fund trustees' decision raises issues central to the management of pension funds and the protection of fund members' savings, particularly as political organisations such as the ANC have indicated support for future legislation which could milk life insurers and pension funds to finance investment in such "socially responsible" ventures as

50 magazine journalists go on strike

Own Correspondent

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

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

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

The striking journalists, members of the South African

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

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

Some read: "You can't be Living when you are hardly Living", "All we've got is personality", "Our wages are low, but our spirits are high".

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

He accused management of being totally unco-operative.

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

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

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

Use of temporary staff on the rise

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

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

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

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

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

MICK ELLINGHAM

Drake spokesman Leezil Voudouris agreed that the industry had seen a significant rise in temping.

She said employers were less willing to train staff on the job, prompting Drake to mount a career development programme for school leavers earlier this year.

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

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

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

"Companies can work at the high-

est level of efficiency by retaining a core of permanent employees and hiring temporary staff as needed," said Catton.

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

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

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

400 Cawu members go on strike

Sowetan 13/5/92

(23) (355)

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

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

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

The strike is mainly over wages, Cawu said, with the

union demanding an across-the-board increase of R1,10 an hour or 18,5 percent, whichever is the greater; while the company offered 93 cents an hour or 16 percent.

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

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

NOT TOO long ago, management control of pension and provident funds was totally in the hands of company management.

A few years ago, with the advent of negotiated provident funds, this began to change. Members of provident funds, represented by their unions, demanded representation on the boards of trustees of the negotiated funds.

In recently issued draft guidance notes, the Inland Revenue Commissioner effectively approved this development by suggesting that all funds should include member representatives on the board of trustees.

In recent negotiations, certain unions have demanded majority representation on the board of trustees, arguing that pension and provident fund contributions are deferred compensation and therefore from the time the money is invested in the

Controls keep pension trustees in check
B/SW emj 14/5/72

fund it becomes the workers' money. The workers should therefore determine how this money is invested and control management of the fund.

Many fund members also regard the assets invested in pension and provident funds as a source of wealth for potential worker empowerment. Suggestions have been made that at least part of these assets should be invested in "socially desirable investments" which to some extent redress the wrongs of apartheid.

Are there risks that worker majorities on the boards of trustees of pension or provident funds together with the call for worker economic empowerment could lead to fiscal irresponsibility?

PETER McCULLOCH

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

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

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

Controls keep pension trustees in check

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

Before the advent of this unit

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

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

☐ The author is joint MD of Alexander Forbes Negotiated Benefit Consultants.

REVIEW

毛發吳公華吳商片一九九二年五月九日晚上

Cleaners march in Jo'burg

STAR 14/5/92

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 — Diminutive pop star Brenda Fassie

down and wept twice while giving evidence.

The singer appeared before magistrate

Striking workers in city march

Sowetan 14/5/92

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

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

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

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

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

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

Sacwu to discuss workers' summit

Sowetan 14/5/92

By MOKGADI PELA

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

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

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

Ndaba said his union had already received messages of support from international sister unions.

055 EF

Post Office chairman warns against subsidies

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

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

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

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

Masson said the Post Office's rate adjustments lagged behind inflation at an alarming rate of 70%.

It was essential the Post Office retained and expanded its client base to ensure a viable and efficient mail service, he said.

The Post Office, he said, should operate on sound business principles. It was the aim therefore, to make it a profit-making concern within five years when state sub-

dies would no longer be needed. It was envisaged that shareholders would get a 25% return on capital before tax.

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

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

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

Masson said although provision had been made for a R548m deficit this financial year, the Post Office had invested millions in automatic mail sorting equipment and people.

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

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

GERALD REILLY

Metal unions declare dispute

NEGOTIATIONS in the metal industry ended in deadlock yesterday with 11 out of 12 unions declaring a dispute with Seifsa.

Seifsa responded by indicating that it would also declare a dispute soon.

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

Seifsa and the metal unions, with the exception of the Iron and Steel Workers' Union which did not declare a dispute, have not moved from their opening positions. Seifsa has offered a 6,4% increase and the unions, which have about 50 demands on the table, are still seeking increases of up to 42,6%.

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

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

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

Numsa said workers had accepted alternatives to retrenchment which meant a cut

in wages. It was unfair to expect workers to accept retrenchments as well.

Seifsa said Numsa's demand was "completely impractical" as only improved economic conditions could stop job losses. Numsa is demanding an increase of R2 an hour or 25% of actual wages.

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

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

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

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

Sapa reports Seifsa executive director Brian Angus said that by declaring a dispute, employers would be able to consider lockout action if it was not resolved.

DINK HARTFORD

Soos gemagtig, vir en namens die partye by die Raad op die sesde dag van November 1991 te Oos-Londen onderteken.

S. B. MATTHEUS,
Voorsitter.

D. CAMPHER,
Ondervoorsitter.

G. R. J. STRYDOM,
Assistentsekretaris.

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

S. B. MATTHEUS,
Chairman.

D. CAMPHER,
Vice-Chairman.

G. R. J. STRYDOM,
Assistent Secretary.

No. R. 1365

15 Mei 1992

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, OOS-LONDEN: HERBEKRAFTIGING 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 eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Oktober 1992 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangaan 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 genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 3, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Oktober 1992 eindig, bindend is vir alle ander werkgewers en werknemers as 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 genoemde Ooreenkoms gespesifiseer.

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

BYLAE

**NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
OOS-LONDEN**

OOREENKOMS

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

Building Industries Association (East Cape)

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

Amalgamated Union of Building Trade Workers of South Africa

**Amalgamated Society of Woodworkers of South Africa
Transport Workers' Union of South Africa**

en

Construction and Allied Workers Union

No. R. 1365

15 May 1992

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, EAST LONDON: RE-ENACTMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 23 October 1992, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 3, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 23 October 1992, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

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

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
EAST LONDON**

AGREEMENT

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

Building Industries Association (East Cape)

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

Amalgamated Union of Building Trade Workers of South Africa

**Amalgamated Society of Woodworkers of South Africa
Transport Workers' Union of South Africa**

and

Construction and Allied Workers Union

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Bounywerheid, Oos-Londen.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word—

(a) deur alle werkgewers en alle werknemers wat by die Bounywerheid betrokke of daarin werksaam is en wat lede is van onderskeidelik die werkgewersorganisasie en die vakverenigings;

(b) in die landdrostdistrik Oos-Londen (uitgesonderd daardie gedeeltes wat ingevolge Goewermmentskennisgewings Nos. 1877 en 1079 van 14 September 1981 en 10 Junie 1988 onderskeidelik oorgeplaas is vanaf Ciskei).

(2) Ondanks subklousule (1)—

(a) is hierdie Ooreenkoms van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie onbestaanbaar is nie met die bepalings van die Wet op Mannekragopleiding, 1981, of met enige kontrak daarkragtens gesluit, of met enige voorwaardes daarkragtens gestel;

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

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

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag kragtens artikel 48 (i) van die wet vasstel en bly van krag tot 23 Oktober 1992.

3. SPESIALE BEPALINGS

Klousules 50 en 51 van die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 2094 van 14 Oktober 1988, soos gewysig, verleng, hernieu en herbekragtig van tyd tot tyd (hierna die "Vorige Ooreenkoms" genoem), is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Klousules 3 tot en met 49 en 52 tot en met 54 van die Vorige Ooreenkoms, soos gewysig, verleng, hernieu en herbekragtig van tyd tot tyd, is van toepassing op werkgewers en werknemers.

5. KLOUSULE 3 VAN DIE VORIGE OOREENKOMS: WOORDOMSKRYWING

In klousule 3, skrap die omskrywing van "Operateur Graad II" in sy geheel, en skrap die uitdrukking "Operateur Graad II" waar dit ook al dwarsdeur die Ooreenkoms voorkom.

6. KLOUSULE 4 VAN DIE VORIGE OOREENKOMS: LONE

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

	"Per uur sent"
(a) Algemene Werker	400
(b) Drywer van 'n meganiese voertuig met 'n netto dra vermoë van—	
tot en met 1 814 kg	450
meer as 1 814 kg tot en met 4 536 kg	550
meer as 4 536 kg	600
(c) Bediener van 'n kragkraan	550
(d) Operateur graad 1	550
(e) Ambagsman	900"

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

being the parties to the Industrial Council for the Building Industry, East London.

1. SCOPE OF APPLICATION

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

(a) by all employers and by all employees who are engaged or employed in the Building Industry who are members of the employers' organisation and the trade unions, respectively;

(b) in the Magisterial District of East London (excluding those portions which were in terms of Government Notices Nos. 1877 and 1079 of 4 September 1981 and 10 June 1988, respectively, transferred from Ciskei).

(2) Notwithstanding the provisions of subclause (1)—

(a) the terms of this Agreement shall apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;

(b) the terms of this Agreement shall not apply in respect of the erection, maintenance, repair or alteration on farms of—

(i) dwelling-houses at a cost of less than R14 000, and

(ii) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in operation until 23 October 1992.

3. SPECIAL PROVISIONS

The provisions contained in clauses 50 and 51 of the Agreement published under Government Notice R. 2094 of 14 October 1988, as amended, extended, renewed and re-enacted from time to time hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 49, inclusive, and 52 to 54 of the Former Agreement as amended, extended, renewed and re-enacted from time to time shall apply to employers and employees.

5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITION

In clause 3 delete the definition of "Operator Grade II" in its entirety, and delete the expression "Operator Grade II" wherever it occurs throughout the Agreement.

6. CLAUSE 4 OF THE FORMER AGREEMENT: WAGES

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

	"Per hour cents"
(a) General Worker	400
(b) Driver of mechanical vehicle with net carrying capacity of—	
up to and including 1 814 kg	450
over 1 814 kg up to and including 4 536 kg ...	550
over 4 536 kg	600
(c) Operator of a power crane	550
(d) Operator Grade 1	550
(e) Artisan	900"

7. KLOUSULE 18 VAN DIE VORIGE OOREENKOMS: JAARLIKSE VERLOF

Voeg die volgende subklousules in na subklousule (c):

(d) Vanaf 16h30 op Vrydag, 13 Desember 1991 tot 07h30 op Maandag, 13 Januarie 1992;

(e) Vanaf 16h30 op Vrydag, 18 Desember 1992 tot 07h30 op Maandag, 11 Januarie 1993.

8. KLOUSULE 19 VAN DIE VORIGE OOREENKOMS: BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF

Vervang die tabel in subklousule (2) (a) deur die volgende:

	<i>"Per uur sent"</i>
(i) Drywer van 'n meganiese voertuig met 'n netto dravermoe van—	
tot en met 1 814 kg	59
meer as 1 814 kg tot en met 4 536 kg	67
meer as 4 536 kg	72
(ii) Bediener van 'n kragkraan	67
(iii) Operateur graad 1	67
(iv) Ambagsman	97½
(v) Algemene Werker	37"

9. KLOUSULE 20 VAN DIE VORIGE OOREENKOMS: BETALING TEN OPSIGTE VAN OPENBARE VAKANSIE-DAE

In subklousule (1), voeg "Werkersdag" in na "Hemelvaartdag".

10. KLOUSULE 22 VAN DIE VORIGE OOREENKOMS: VAKANSIEFONDS

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

	<i>"Per week R"</i>
(a) Drywer van 'n meganiese voertuig met 'n netto dravermoe van—	
(i) tot en met 1 814 kg	24,78
(ii) meer as 1 814 kg tot en met 4 536 kg	28,14
(iii) meer as 4 536 kg	30,24
(b) Bediener van 'n kragkraan	28,14
(c) Operateur graad 1	28,14
(d) Ambagsman	40,95
(e) Algemene Werker	15,54"

11. KLOUSULE 23 VAN DIE VORIGE OOREENKOMS: DIE NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

In subklousule (2), vervang die uitdrukking "15c" deur die uitdrukking "45c".

12. KLOUSULE 29 VAN DIE VORIGE OOREENKOMS: ALGEMENE FONDSE VAN DIE RAAD

(1) Vervang in subklousule (1) die uitdrukkings "91c", "79c" en "64c" deur onderskeidelik die uitdrukkings "R1,25", "R1,13" en "R1,00" en vervang "R5,00" deur "R10,00".

(2) In subklousule (4), vervang die uitdrukking "R5,00" deur die uitdrukking "R10,00".

13. KLOUSULE 34 VAN DIE VORIGE OOREENKOMS: PENSIOENFONDS

In subklousule (2) (a), vervang die uitdrukkings "65c", "R27,30" en "R54,60" waar hulle ook al voorkom deur onderskeidelik die uitdrukkings "74c", "R31,08" en "R62,16".

7. CLAUSE 18 OF THE FORMER AGREEMENT: ANNUAL LEAVE

Insert the following subclauses after subclause (c):

(d) from 16h30 on Friday, 13 December 1991, until 07h30 on Monday, 13 January 1992;

(e) from 16h30 on Friday, 18 December 1992, until 07h30 on Monday, 11 January 1993.

8. CLAUSE 19 OF THE FORMER AGREEMENT: PAYMENT IN RESPECT OF ANNUAL LEAVE

Substitute the following for the table in subclause (2) (a):

	<i>"Per hour cents"</i>
(i) Driver of mechanical vehicle with a net carrying capacity of—	
up to and including 1 814 kg	59
over 1 814 kg up to and including 4 536 kg ...	67
over 4 536 kg	72
(ii) Operator of a crane	67
(iii) Operator Grade 1	67
(iv) Artisans	97½
(v) General Workers	37"

9. CLAUSE 20 OF THE FORMER AGREEMENT: PAYMENT IN RESPECT OF PUBLIC HOLIDAYS

Insert "and Workers' Day" after "Ascension Day".

10. CLAUSE 22 OF THE FORMER AGREEMENT: PAYMENT IN RESPECT OF HOLIDAY FUND

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

	<i>"Per week R"</i>
(a) Driver of mechanical vehicle with a net carrying capacity of—	
(i) up to and including 1 814 kg	24,78
(ii) over 1 814 kg up to and including 4 536 kg	28,14
(iii) over 4 536 kg	30,24
(b) Operator of crane	28,14
(c) Operator Grade 1	28,14
(d) Artisan	40,95
(e) General Worker	15,54"

11. CLAUSE 23 OF THE FORMER AGREEMENT: NATIONAL DEVELOPMENT FUND

In subclause (2), substitute the expression "45 cents" for the expression "15 cents".

12. CLAUSE 29 OF THE FORMER AGREEMENT: GENERAL FUNDS OF THE COUNCIL

(1) In subclause (1), substitute the expressions "R1,25", "R1,13" and "R1,00" for the expressions "91c", "79c" and "64c", respectively, and "R10,00" for "R5,00".

(2) In subclause (4), substitute the expression "R10,00" for the expression "R5,00".

13. CLAUSE 34 OF THE FORMER AGREEMENT: PENSION FUND

In subclause (2) (a) substitute the expressions "74c", "R31,08" and "R62,16" for the expressions "65c", "R27,30" and "R54,60", respectively, wherever they occur in this subclause.

**14. KLOUSULE 37 VAN DIE VORIGE OOREENKOMS:
BYDRAES TOT DIE MEDIESE BYSTANDFONDS**

(1) In subklousule (1), vervang die uitdrukkings "36c", "R15,12" en "R30,24" deur onderskeidelik die uitdrukkings "39c", "R16,38" en "R32,76".

(2) In subklousule (2), vervang die uitdrukking "R30,24" deur die uitdrukking "R32,76".

**15. KLOUSULE 45 VAN DIE VORIGE OOREENKOMS:
SIEKTEBYSTANDSTOELAE**

In subklousule (1), vervang die uitdrukkings "2c", "1c" en "½c" deur die uitdrukkings "4c", "2c" en "1c" waar dit onderskeidelik in die subklousule voorkom.

**16. KLOUSULE 46 VAN DIE VORIGE OOREENKOMS:
BYDRAES TOT DIE SIEKTEBYSTANDSFONDS**

Vervang die uitdrukkings "R1,68", "84c" en "42c" deur die uitdrukkings "R3,36", "R1,68" en "84c".

**17. KLOUSULE 52 VAN DIE VORIGE OOREENKOMS:
VAKVERENIGINGLEDEGELD**

Skrap subklousule (5).

Namens die partye op hede die 8ste dag van Oktober 1991 te Oos-Londen onderteken.

D. B. CAPLES,

Voorsitter.

G. SMITH,

Ondervoorsitter.

G. R. REED,

Sekretaris.

DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGS- ONTWIKKELING

No. R. 1344

15 Mei 1992

ROOKBEHEERSTREEKBEVEL KRAGTENS ARTIKEL 20 VAN DIE WET OP VOORKOMING VAN LUGBESOEDILING, 1965 (WET NO. 45 VAN 1965)

Ek, Stefanus Johannes Schoeman, Adjunkminister van Nasionale Gesondheid, kondig hierby kragtens artikel 20 van die Wet op Voorkoming van Lugbesoedeling, 1965 (Wet No. 45 van 1965), ondergemelde bevel van die Munisipaliteit van Knysna af wat deur my na oorlegpleging met die Nasionale Adviserende Komitee op Lugbesoedeling bekragtig is.

MUNISIPALITEIT VAN KNYSNA: TWEDE ROOKBEHEERSTREEKBEVEL

1. Die Munisipaliteit van Knysna verklaar hierby kragtens die bevoegdheid hom verleen by artikel 20 (1) van die Wet op Voorkoming van Lugbesoedeling, 1965, die gebied in die Bylae hiervan omskryf tot 'n rookbeheerstreek.

2. Geen eienaar of okkupeerder van 'n perseel in klousule 3 bedoel, mag in hierdie rookbeheerstreek die uitlating of voortkoming van rook van so 'n digtheid of inhoud dat dit lig in groter mate as 20 persent verdonker, uit sodanige perseel veroorsaak of toelaat nie.

3. Hierdie bevel is van toepassing op—

- (a) alle persele en geboue in gebruikstreke geklassifiseer as spesiale woon-, algemene woon-, algemene besigheid- of spesiale besigheidsstreke of as streke vir spesiale, onbepaalde, landbou-, inrigtings-, onderrig- of munisipale doeleindes: Met dien verstande dat waar industriële

**14. CLAUSE 27 OF THE FORMER AGREEMENT:
CONTRIBUTIONS TO THE MEDICAL AID FUND**

(1) In subclause (1), substitute the expression "39c", "R16,38" and "R32,76" for the expression "36c", "R15,12" and "R30,24", respectively, wherever they occur in the subclause.

(2) In subclause (2), substitute the expression "R32,76" for the expression "R30,24".

**15. CLAUSE 45 OF THE FORMER AGREEMENT: SICK
PAY ALLOWANCE**

In subclause (1), substitute the expressions "4c", "2c" and "1c", for the expressions "2c", "1c" and "½c", respectively, wherever they appear in this subclause.

**16. CLAUSE 46 OF THE FORMER AGREEMENT: CONTRI-
BUTIONS TO THE SICK PAY FUND**

Substitute the expressions "R3,36", "R1,68" and "84c" for the expressions "R1,68", "84c" and "42c" respectively.

**17. CLAUSE 52 OF THE FORMER AGREEMENT: TRADE
UNION SUBSCRIPTIONS**

Delete subclause (5).

Signed at East London, on behalf of the parties, this 8th day of October 1991.

D. B. CAPLES,

Chairman.

G. SMITH,

Vice Chairman.

G. R. REED,

Secretary.

DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. R. 1344

15 May 1992

SMOKE CONTROL ZONE ORDER IN TERMS OF SECTION 20 OF THE ATMOSPHERIC POLLUTION PREVENTION ACT, 1965 (ACT NO. 45 OF 1965)

I, Stefanus Johannes Schoeman, Deputy Minister of National Health, hereby in terms of section 20 of the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965), promulgate the undermentioned order of the Municipality of Knysna, which was confirmed by me after consultation with the National Air Pollution Advisory Committee.

MUNICIPALITY OF KNYSNA: SECOND SMOKE CONTROL ZONE ORDER

1. The Municipality of Knysna hereby declares, under and by virtue of the powers vested in it by section 20 (1) of the Atmospheric Pollution Prevention Act, 1965, the area defined in the Schedule hereto to be a smoke control zone.

2. In this smoke control zone no owner or occupier of any premises referred to in Clause 3 shall cause or permit the emanation or emission from such premises of smoke of such density or content that it obscures light to an extent greater than 20 per cent.

3. This order shall apply to—

- (a) all premises and buildings in use zones classified as special residential, general residential, general business or special business zones or as zones for special, undetermined, agricultural,

DEPARTEMENT VAN MANNEKRAG

No. R. 1342

15 Mei 1992

WET OP ARBEIDSVERHOUDINGE, 1956**ELEKTROTEGNIJSE NYWERHEID, OOS-LONDEN:
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 30 Junie 1992 eindig, bindend is vir die werkgewersorganisasie en vir die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging 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 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 Wysigingsooreenkoms gespesifiseer.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE**NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIJSE
NYWERHEID, OOS-LONDEN****HOOFOOREENKOMS**

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

Electrical Contractors' Association (South Africa)

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

The South African Electrical Workers' Association

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid, Oos-Londen,

om die Ooreenkoms, gepubliseer by Goewermmentskennisgewing R. 1749 van 17 Augustus 1984, soos verleng, gewysig en hernieu deur Goewermmentskennisgewings R. 1315 van 14 Junie 1985, R. 1363 van 21 Junie 1985, R. 360 en R. 361 van 20 Februarie 1987, R. 451 en R. 452 van 11 Maart 1988, R. 1576 van 21 Julie 1989 en R. 2107 van 29 September 1989, R. 1951 van 17 Augustus 1990, R. 2045 van 23 Augustus 1991, R. 2414 van 4 Oktober 1991 en R. 167 van 10 Januarie 1992 te wysig.

DEEL I**ALGEMENE VOORWAARDES WAT DEURGAANS OP
HIERDIE OOREENKOMS VAN TOEPASSING IS****1. GEBIED EN TOEPASSINGSBESTEK**

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

(a) wat lede is van onderskeidelik die werkgewersorganisasie en die vakvereniging, en

DEPARTMENT OF MANPOWER

No. R. 1342

355

15 May 1992

LABOUR RELATIONS ACT, 1956**ELECTRICAL INDUSTRY, EAST LONDON:
AMENDMENT OF MAIN AGREEMENT**

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1992, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a) shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1992, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE ELECTRICAL
INDUSTRY, EAST LONDON****MAIN AGREEMENT**

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

Electrical Contractors' Association (South Africa)

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

The South African Electrical Workers' Association

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

being the parties to the Industrial Council for the Electrical Industry, East London,

to amend the Agreement published under Government Notice R. 1749 of 17 August 1984, as extended, amended and renewed by Government Notices R. 1315 of 14 June 1985, R. 1363 of 21 June 1985, R. 360 and R. 361 of 20 February 1987, R. 451 and R. 452 of 11 March 1988, R. 1576 of 21 July 1989 and R. 2107 of 29 September 1989, R. 1951 of 17 August 1990, R. 2045 of 23 August 1991, R. 2414 of 4 October 1991 and R. 167 of 10 January 1992.

PART I**GENERAL CONDITIONS APPLICABLE THROUGHOUT
THIS AGREEMENT****1. AREA AND SCOPE OF APPLICATION**

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

(a) who are members of the employers' organisation and the trade union respectively, and

(b) wat betrokke is by of werksaam is in die Nywerheid in die landdrosdistrik Oos-Londen (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1079 van 10 Junie 1988 binne die Republiek van Ciskei geval het).

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met voorwaardes of kennisgewings wat daarkragtens voorgeskryf of bestel is nie.

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

2. KLOUSULE 16: DIENSBEËINDIGING

(1) Vervang die opskrif van hierdie klousule deur die volgende:

"16. DIENSBEËINDIGING EN UITTREETLOON".

(2) Voeg die volgende subklousules (3) en (4) in:

"(3) Wanneer 'n werknemer met twee of meer jaar diens by dieselfde werkgever in die Nywerheid afgedank word as gevolg van 'n tekort aan werk of die sluiting van die besigheid, moet hy, bo en behalwe enige ander gelde aan hom verskuldig, 'n uitteeloon van minstens drie dae se loon vir elke voltooide jaar diens, tot 'n maksimum van tien jaar diens, betaal word.

(4) Ondanks subklousule (1) moet die werkgever aan die werknemer ten minstens vyf werkdag kennis gee om sy dienskontrak te beëindig, waar sodanige beëindiging as gevolg van afdanking is."

DEEL II

3. KLOUSULE 1: TOELAES

In subklousule (1) (e) (ii) vervang die bestaande tabel in die voorlaaste paragraaf deur die volgende:

	"Per nag R
Meesterelektrisiën, elektrisiën, ambagsman en WHT	30,00
Alle ander kategorieë	20,00".

4. KLOUSULE 4: OPGAWE VAN LONE EN VERDIENSTE

Vervang die loontabel deur die volgende:

	"Sent per uur
Meester-elektrisiën	998
Elektrisiën, ambagsman en WHT	841
Elkonop 3	644
Elkonop 2	523
Elkonop 1	316
Drywer van 'n voertuig waarvan die onbelaste massa—	
(a) hoogstens 3 500 kg is	345
(b) van 3 501 tot 9 000 kg is	408
(c) 9 001 kg en meer is	475
Arbeider	259."

5. KLOUSULE 4bis: GEWAARBORGDE VERHOOGINGS EN VERGOEDING MINIMUM

Skrap hierdie klousule in sy geheel.

6. KLOUSULE 5: VERLOFBONUS

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

"(b) Enige werknemer wie se kategorie gedurende 'n verlofsiklus van 'n laer na 'n hoër kategorie verander, moet wanneer hy vir verlof kwalifiseer, 'n bonus ontvang wat op 'n pro rata-basis bereken is volgens die aantal dae wat hy in elke kategorie gewerk het."

(b) who are engaged or employed in the Industry in the Magisterial District of East London (excluding that portion which, prior to the publication of Government Notice 1079 of 10 June 1988, fell within the Republic of Ciskei). (355)

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

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

2. CLAUSE 16: TERMINATION OF EMPLOYMENT

(1) Substitute the following for the heading to this clause:

"16. TERMINATION OF EMPLOYMENT AND SEVERANCE PAY".

(2) Insert the following subclauses (3) and (4):

"(3) Whenever an employee with two or more years' service with the same employer in the Industry is retrenched as a result of a shortage of work or the closure of the business, he shall be paid, in addition to any other moneys due, severance pay of not less than three days' wages for each completed year of service up to a maximum of ten years' service.

(4) Notwithstanding the provisions of subclause (1), not less than five working days' notice shall be given by the employer to the employee to terminate a contract of service, where such termination is as a result of retrenchment."

PART II

3. CLAUSE 1: ALLOWANCES

In subclause (1) (e) (ii) substitute the following for the existing table appearing in the penultimate paragraph:

	"Per night R
Master electrician, electrician, artisan and DAM ..	30,00
All other categories	20,00."

4. CLAUSE 4: SCHEDULE OF WAGES AND/OR EARNINGS

Substitute the following for the table of wages:

	"Cents per hour
Master Electrician	998
Electrician, artisan and DAM	841
Elkonop 3	644
Elkonop 2	523
Elkonop 1	316
Driver of a vehicle, the unladen mass of which is—	
(a) up to 3 500 kg	345
(b) from 3 501 kg to 9 000 kg	408
(c) 9 001 kg and over	475
Labourer	259."

5. CLAUSE 4bis: GUARANTEED MINIMUM INCREASES AND OFFSET

Delete this clause in its entirety.

6. CLAUSE 5: LEAVE BONUS

Substitute the following for subclause 2 (b):

"(b) Any employee whose category changes from a lower to a higher category during any leave cycle shall, on qualifying for leave, receive a leave bonus calculated on a pro rata basis on the number of days completed in each category."

Soos gemagtig, vir en namens die partye by die Raad op die sesde dag van November 1991 te Oos-Londen onderteken.

S. B. MATTHEUS,
Voorsitter.

D. CAMPHER,
Ondervoorsitter.

G. R. J. STRYDOM,
Assistentsekretaris.

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

S. B. MATTHEUS,
Chairman.

D. CAMPHER,
Vice-Chairman.

G. R. J. STRYDOM,
Assistent Secretary.

No. R. 1365

15 Mei 1992

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, OOS-LONDEN: HERBEKRAKTIGING 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 eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Oktober 1992 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangaan 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 genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 3, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Oktober 1992 eindig, bindend is vir alle ander werkgewers en werknemers as 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 genoemde Ooreenkoms gespesifiseer.

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

BYLAE

**NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
OOS-LONDEN**

OOREENKOMS

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

Building Industries Association (East Cape)
(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Amalgamated Union of Building Trade Workers of South Africa

Amalgamated Society of Woodworkers of South Africa
Transport Workers' Union of South Africa

en

Construction and Allied Workers Union

No. R. 1365

15 May 1992

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, EAST LONDON: RE-ENACTMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 23 October 1992, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 3, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 23 October 1992, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

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

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
EAST LONDON**

AGREEMENT

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

Building Industries Association (East Cape)
(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Amalgamated Union of Building Trade Workers of South Africa

Amalgamated Society of Woodworkers of South Africa
Transport Workers' Union of South Africa

and

Construction and Allied Workers Union

COMMUNITY GROWTH FUND

FM 15/5/92

Testing some uncharted waters

There might be mutual benefits - but there are also costs



A breakthrough for the workers and a triumph for the markets. The Community Growth Fund (CGF), to be launched next month, has been hailed in these terms. Can it be both?

That, ostensibly, could be the case. A unit trust will invest trade union funds in the shares of listed companies that pass the test of union acceptability. So it will bring together the objectives of those traditionally adversarial factors of production: capital and labour.

The fund, conceived by the Labour Research Service (LRS), a Cape-based research organisation that has been advising unions for six years, gives people previously alienated from the concept of markets an important stake in them. Where once the only way to gain control of the means of production was to seize it, there is now a constructive alternative offering at least a means of influence.

Though the amount of funds involved and the way in which they will be invested will not allow for control, CGF will give workers the opportunity to call to account the behaviour of major listed companies through the investment decisions of their representatives. And, through their retirement benefits, it gives them a share in the profits of successful companies.

For the markets, it means that threats of nationalisation, and various other forms of intervention to achieve "social" ends, could recede. The success of such ventures will provide an incentive to keep financial markets operating freely and effectively.

But CGF comes with a price — for the unions and the markets.

The trade union movement has drawn heavily on collectivist ideas for its inspiration. So hardline socialists will see CGF as a co-option to capitalism that concedes an essential verity.

Workers already participate in the market system through contributions to pension and provident funds that are invested in quoted shares. The Metal Industries Group Pension Fund and the newly formed Metal Industries Provident Fund have assets of more than R4bn between them, while the Mineworkers' Provident Fund amounts to R594m.

So far, trade unions have not had much influence on how the funds have been invested. Most are guaranteed by insurers who make the real decisions; they may be sensitive to union scruples but don't consult trustees on each investment. And, in most pension funds, there is no worker participation.

For the markets, the investment prescription that these funds bear may undermine the efficient allocation of resources through criteria other than profitability.

There is another dimension. The fund is open to other investors and at least one has already announced participation.

An immediate problem arises with the investment of pension funds under management control. The rationale for the control is that benefits are guaranteed by the employer who is responsible for any shortfall in the funding of benefits. This seems fair enough. But, though benefits are stipulated by a formula, annual bonuses to pensioners and the improvement of benefits for members depend on pension fund profitability — and these are not guaranteed by the employer.

This complicates the fiduciary responsibility of pension fund trustees should an employer restrict the growth potential of the fund by placing it with CGF. The crucial question then is: how much will the ethical criteria conflict with investment objectives?

To answer that requires scrutiny of how CGF will operate. Syfrets has placed R2m of its own corporate funds in CGF and hopes to attract up to 30% of unions' pension and provident fund contributions. Though they may not yet have committed their funds, several major Cosatu- and Nactu-affiliated trade unions have already endorsed the CGF.

Funds — which will be placed with trustee Standard Bank — will be managed by the Community Growth Management (CGM) company, jointly controlled by Syfrets and a trade union sponsored company, Unity. Syfrets representatives on CGM will make an initial selection based on the investment merits of shares listed on the JSE. These will then be evaluated against a weighted checklist of ethical criteria.

There are safeguards against poor investment decisions. The initial choice will be provided by Syfrets, an institution which has to preserve its reputation in the investing community. While trade unions may disqualify some of the companies on the Syfrets short list, they will be confined to it. In other words, under present plans of operation all they can do is shuffle the pack.

This does not eliminate the danger that the fund will disinvest from companies involved in disputes with its trade unions. However, Manoko Nchwe of the National Union of Mineworkers, and a director of the fund management company, says CGF will not be used to bash companies. It will be more concerned with overall labour policies

than day-to-day issues. There could be some protection in the representation of unions from various sectors.

The role played by the chairman of the CGM board, Anthony Asher, will be pivotal. Professor of the department of actuarial science at the University of the Witwatersrand, and formerly chief actuary of the Prudential, which in 1987 merged with Liberty, Asher will be called on to break deadlocks. His decisions will be dictated by the long-term interests of the CGF, he says.

Though day-to-day disputes may not disrupt investment policy, industrial relations policies will presumably be an overriding factor in decision-making.

Other criteria are: job creation within SA, products, health and safety, training for black workers, black advancement, reinvestment of profits in the company, care of the environment, equal opportunity for women, disclosure of information, social responsibility, political donations, and workers' participation in management decisions.

The LRS's Gordon Young says evaluation started a month ago: "This is not a new field for us. We analyse companies for wage bargaining purposes; so we have a comprehensive database." But companies have not been scored yet as trade union representatives must still decide on the weighting.

The weighting is crucial because the companies do not necessarily present a clear profile. Some of the conflicts that might arise can be seen by examining shares held by Old Mutual on behalf of, among others, trade union provident funds. As of October 1991, these included Anamint-De Beers, Barlow Rand, Gencor, Rembrandt, Richemont, SA Breweries and Safren.

De Beers, of course, would be dragged down by its offshore Centenary investment and its poor disclosure. On the other hand, the company pays wages substantially ahead of the rest of the mining industry and has recognised full-time shop stewards.

Barlow Rand would be downgraded because of its extensive contracts with Armscor. But management of the gold division has dramatically changed its attitude to the union, which has full recognition, and there is an open-book policy in negotiations. And Nampak has softened its industrial relations approach since a strike in 1990.

There has been speculation that Rem-



Asher

Wage negotiations end in a deadlock

Sowetan 15/5/92 (355)

THE fourth round of wage negotiations in the metal industry ended in deadlock yesterday, employer and union representatives said.

The talks were briefly interrupted by demonstrating trade union representatives, according Mr Les Kettledas of the National Union of Metalworkers of South Africa.

In a statement, he said no real progress had been made in the negotiations affecting more than 320 000 workers. - Sapa.

NEWS IN BRIEF

Media workers' strike goes on

Journalists at Republican Press went into their fourth day of a strike yesterday waving banners and picketing in a bid to get a 15 percent pay increase.

As picketing continued, the South African Union of Journalists said management had forbidden non-strikers to talk to striking colleagues.

SAUJ assistant co-ordinator Gavin Crutchley accused the management of "blackmailing" senior editors.

An RP spokesman said management was not available to comment to the media this week.

Fifty RP journalists in Durban, three in Cape Town and six in Pretoria are on strike for better pay and working conditions. The management has offered a 10 percent increase. - Sapa

No agreement as clothing wage talks near conclusion

CAPE TOWN — Wage negotiations in the clothing industry enter their final, third round this week with prospects of an agreement being reached looking extremely bleak at this stage.

An estimated 7 000 SA Clothing & Textile Workers Union members opposed the increase of about 6% offered by manufacturers at a mass meeting at the Goodwood Showgrounds on Sunday.

Union members committed themselves to strike action should employers not improve on the offer.

They also rejected the 9,75% increase in wages for footwear workers and the increases of less than 10% offered by some textile companies.

Chief negotiator for the Cape Clothing Manufacturers Association and the Cape Knitting Industries Association and Sear-del group industrial relations executive Johann Baard said yesterday the two parties "were poles apart" with only one more day left to negotiate. Further rounds of negotiations required the mutual consent of both parties.

"Things are not looking optimistic, but the negotiations are still alive so there is still hope," he said, adding that employers were deeply concerned about the gulf separating the two parties. The Cape negotiations resume today.

According to official statistics provided by the National Clothing Federation, employment in the clothing industry declined from 113 700 in April 1991 to 104 600 in April 1992, 40 factories had closed since December and production volumes were expected to decline by about 6% in line with last year's fall.

The union has demanded a 17,5% increase or R35, whichever is the greater, and has also presented other demands which Baard said would add an approximate 20% to the wage increase.

He said employers were offering a 3% wage increase and a further 3% increase in benefits, for example, sick pay. Alternatively, the full 6% could be taken as a wage increase.

■ (CGF) by the Labour Research Service (LRS) and Syfrets has captured the investment public's imagination, if not yet its pockets.

Discussion about the fund has raised a number of questions, not least as to whether socially desirable investment is contrary to the principles of trusteeship. The answer is no; it is, in fact, one of the principles.

The actuarial textbook Day and Jamieson gives five rules that govern institutional investments:

- The liabilities of the fund must be met as and when they arise;
- The liabilities must be met with as much surplus as possible (that is, the investment return must be as high as possible);
- The risk involved in maximising the return must not be so great as to imperil the meeting of the liabilities;
- The investment should not be objectionable to the original savers on social or ethical grounds and, subject to the above three rules, investments should be those which can be held most beneficially on such considerations; and

□ When these four rules are satisfied, the investment manager should choose the investments which do most to further the other objectives of his business.

The CGF will focus particularly on rule four, at the expense of rule five but not of the first three. As everybody knows, rule five is usually followed by investment managers controlled by the conglomerates.

But will restrictions placed on the investment manager reduce the investment return?

Funds need as few as 12 stocks to be fully diversified. There are 150 stocks in the JSE Actuaries Index. This means that Syfrets will have plenty of choice, even if restricted to only half the shares in the index. The CGF can, therefore, be sufficiently diversified.

The return will be reduced only if the shares bought by the CGF are too highly priced. If the price rises too

Social responsibility need not curb investment returns

ANTHONY ASHER

BPay 21/5/92

(355) (355) (355) (355)

investing in the CGF.

This is a question of corporate governance which is becoming an important issue internationally. If retirement funds own most of the shares in the companies, and they do not exercise their votes, who controls the companies' managers?

I agree that the exercise of votes is a fiduciary responsibility of trustees. This is, however, seldom done in SA. The problem is that retirement fund trustees are seldom in a position to be adequately informed about every company in which they invest. They are necessarily dependent on consultants of one sort or another to advise them in this area. A major reason for supporting the CGF is that it will provide the first such service in SA. This is a crucial area for the democratisation and revitalisation of SA business.

When all is said and done, is there not a danger that the investment decisions taken by the CGF will not be made in the best financial interest of the members?

We are not perfect. Mistakes will be made. But there are two reasons why an investment in the CGF may well yield better returns than the alternatives.

The first is that the CGF will concentrate on the long term. We will attempt to avoid companies that are making short-term profits from pollution, racial discrimination, exploitative wages and other shortsighted policies. In the long run, these companies will have to pay for their myopia, and investment in them is therefore risky for retirement funds.

The second reason is that, in the CGF management company board, the investment managers are going to have to justify their points of view more thoroughly than would be the case in the average investment committee. Better decisions are likely to be hammered out, and investors are likely to benefit.

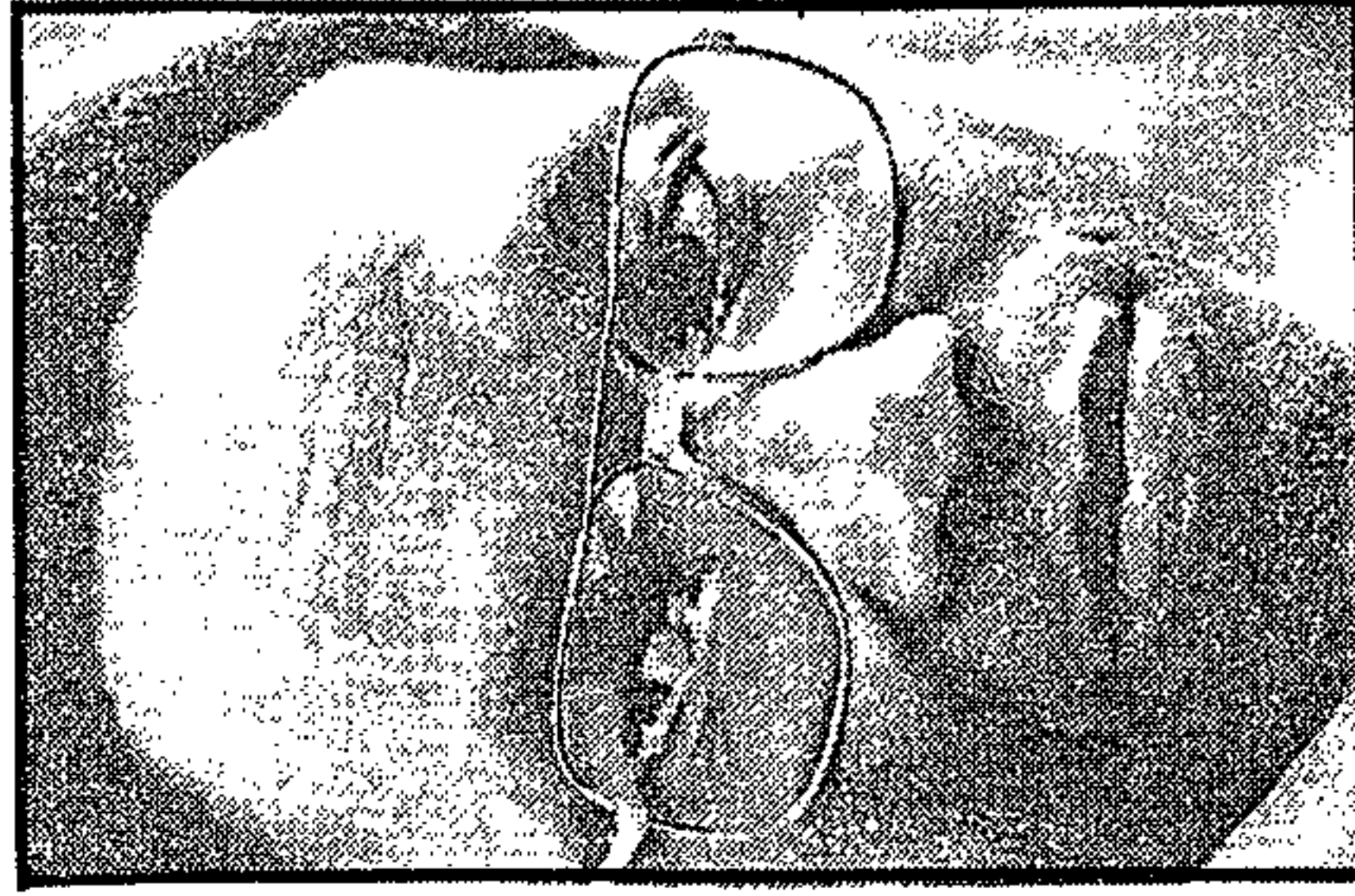
□ Asher is director of actuarial studies at Wits University and chairman-elect of the management company of the CGF.

skilled labour, it is possible that one or other of the stakeholders are making sacrifices. It is also possible that higher productivity allows the paying of higher wages. The aim we are setting ourselves is a fair division of the company's turnover between wages, salaries, profits and returns to other stakeholders. It is a question of not too much nor too little, and applies equally to wages, salaries, profits and directors' fees.

But are company managements not responsible for maximising profits, and will the CGF not do harm by encouraging managers to concentrate on other things?

In discussions with the members of various unions, I have found that their major concern in the area of investment is its relationship to the creation of jobs. This is, therefore, also likely to be the main concern of the CGF. A company that is going to provide consistently higher returns to its shareholders can only do so by finding new markets for new products and, in the process, creating jobs. In the long run, job creation and superior profits go hand in hand — there is no other way.

In his article (Business Day, May 12), Jim Jones raised the question of whether trustees were not abdicat-



Kgalema Mothlanthe, general secretary of the NUM, the main union backer of the CGF.

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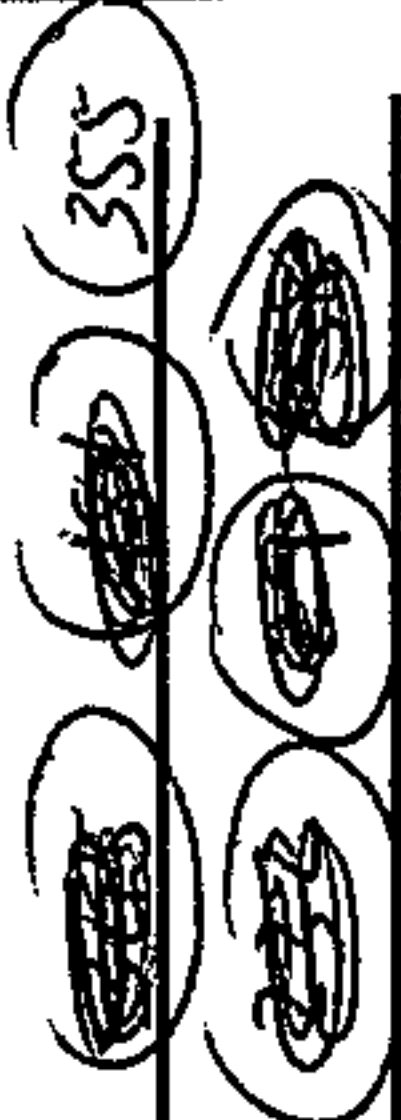
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Social responsibility need not curb investment returns

B/D am
 21/5/92

ANTHONY ASHER



much, other investors in these shares will sell them and the price will return to a more reasonable level. Serious distortions will occur only if the CGF becomes a very large investor. If this were to happen, selection criteria might have to be relaxed if the CGF were to remain an appropriate investment for retirement funds.

In addition, LRS has chosen Syfrets to manage the CGF because of its excellent investment performance in the recent past. All in all, I would be surprised if the performance of the CGF differed much from other unit trusts.

But surely companies that pay higher wages must have lower profits and lower investment returns?

This is a common fallacy. It is not important for a company to have a particularly high rate of return on shareholders' funds. Excellent investment yields are more likely to arise from high growth in profits.

Companies that show a high rate of profit may well be bad investments if the high return is dependent on shareholders exploiting one of the other stakeholders in the company, or as a result of an unwillingness to invest in future growth. (The stakeholders in the company — apart from the shareholders — are the em-

ployees, suppliers, customers and society as a whole.)
 Where companies are paying higher than average wages to their un-



Kgalema Mothlanthe, general secretary of the NUM, the main union backer of the CGF.

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☐ Asher is director of actuarial studies at Wits University and chairman-elect of the management company of the CGF.

Negotiations deadlock despite compromises

CAPE TOWN — Negotiations between western Cape clothing manufacturers and the SA Clothing & Textile Workers' Union have reached stalemate, despite compromises by both parties at the third and final round of talks this week.

Employers increased their packaged offer of 6%, which covers wages, the provident fund and sick pay, to 7%, while the union dropped its wage demand to 16% from 17,5%, Cape Clothing Manufacturers' Association and the Cape Knitting Industries' Association chief negotiator Johann Baard said yesterday.

The union found the proposals "unsatisfactory", but agreed to take them back to its membership for discussion, Baard said.

The third and final round of negotiations in Natal takes place today.

LINDA ENSOR

Everything keeps going wrong at Toyota plants

By Ferial Haffajee

MANY prospective Toyota buyers now face a four-month wait for their new wheels because of a two-week strike at the company's Durban plants.

Every day 430 motor cars do not roll off the assembly line and the 6 000 workers on strike lose R800 000 in wages. Experts estimate that the company has lost R207-million in turnover and the communities where workers live have lost R7,2-million workers would have spent there. In addition, the company's 68 component suppliers have lost R42-million with the figure climbing by R5-million a day.

These are the startling statistics behind the strike which was sparked by the actions of an allegedly racist line manager "who practises outdated industrial relations", alleges the National Union of Metalworkers of South Africa (Numsa). Workers are on strike to demand that he be fired.

But the company says: "By demanding that we act against a supervisor without any recourse to due process, workers are violating their own hard-won advances toward security of employment."

On Tuesday, the parties agreed to refer the matter for arbitration. But workers refuse to return

to work until the arbiter makes an award. "The inference is that any return to work will be conditional on a finding in favour of the workers. This is an untenable situation for us," says Toyota.

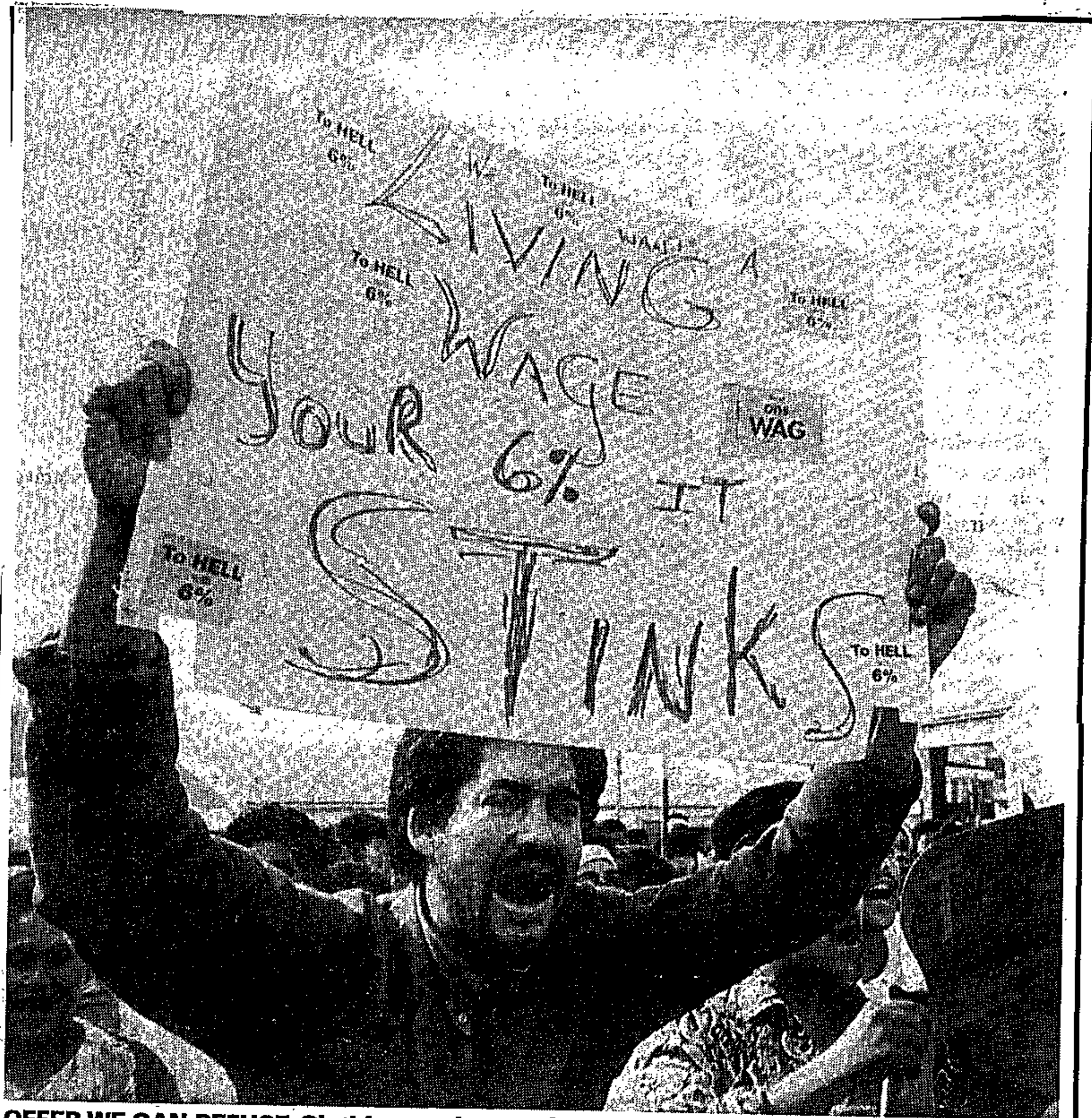
The union says that management was alerted to workers' dissatisfaction with the line manager in February and failed to do anything about it.

"We feel that if workers come back to work now, management might come up with delaying tactics so problems must be resolved while we are on strike."

On May 7, the company was granted an interdict by the industrial court forcing workers to go back to work. Workers have ignored the interdict and are adamant about staying on strike "even for a thousand days".

The call for the dismissal of the line manager has been extended; two other senior managers are also on the firing line. In addition workers are demanding the reinstatement of a shop-steward dismissed six months ago.

Numsa regional organiser in Durban Magrapers Hlatwayo, said that the parties held five meetings to iron out the dispute. On Wednesday they worked late into the night to find a way out of the impasse.



OFFER WE CAN REFUSE: Clothing workers and members of the South African Clothing and Textile Workers Union at a demonstration in Woodstock make known their attitude to their employer's wage offer (355) South 23/5-27/5/92 Photo: Yunus Mohamed

Holidays glut 'detrimental to economy'

Pretoria Bureau

STAR 25/5/92
South Africa has too many holidays, resulting in frequent disruption of normal business and industrial operations, according to the Afrikaanse Handelsinstituut.

The AHI said the situation was detrimental to the economy, currently experiencing its longest post-war recession.

In April and May alone, there are five public holidays and May 30 has also been designated a holiday this year to accommodate the Comrades Marathon.

Home Affairs is adamant, however, that the last weekend of May is not officially a long weekend, despite Republic Day (May 31), Ascension Day (May 28) and the Comrades (May 30) all falling within four days of each other.

Friday, May 29, will be a normal working day, as will Monday, June 1.

April and May cause havoc for the business sector every year, as there is a glut of holidays over this period.

The National Productivity Institute estimates SA loses about R521 million in potential revenue on each public holiday.

However, there will be a slight reprieve for businessmen this year, as a number of the holidays fall over weekends.

The SA Chamber of Business would prefer a better spread of holidays throughout the year.

Multi-nationals want to axe SA 'code of conduct'

CT25/5/92 From IAN HOBBS (35)

LONDON. — British and multi-national companies operating in South Africa want to drop the European Community "code of conduct" governing minimum pay and conditions for black staff.

European foreign ministers meeting in Brussels this week will discuss the argument of top companies that the code has outlived its usefulness and is difficult to apply because of rapid reform in South Africa.

Unilever, which employs about 4 000 black people in South Africa, said the code had outlived its use as it was now increasingly difficult to identify people on a racial basis in South Africa.

But the Observer in London reported yesterday that Cosatu had been alerted and while accepting that the code needed to be brought up to date, would argue that its protection value was still needed.

"We would like to see a much broader code of investment introduced, which will assist in restructuring the economy," said Cosatu press spokesman Neil Coleman.

A Foreign Office spokesman in London said the British government did not want the code scrapped but felt it should be amended to meet changing times.

The code was introduced 15 years ago after an investigation ordered by the then Labour Party government in Britain found that dozens of major British companies were paying black staff below official poverty wage levels and often making them work in inhuman conditions.

The code forced hundreds of companies to dramatically improve pay and conditions for black people.

Absa in ME trade link-up

MANAMA, Bahrain. — South Africa's biggest bank, Absa Bank Limited, said at the weekend it had established links with Middle East parties for the first time to try to begin financing trade between the two areas.

Stephanus Smith, GM of Absa's International Banking Services, told reporters in Bahrain that banks in the United Arab Emirates and Egypt had agreed to establish credit lines with his firm to accommodate anticipated business.

Gulf Arab states have not formally lifted economic sanctions against South Africa but business links between the two areas have been blossoming during the past few months.

Smith, who visited the Gulf island state with a SA business delegation, said he hoped to establish similar credit links with banks in Oman, Qatar and Bahrain, the Middle East's main financial hub.

He also hoped to set up foreign exchange dealing lines with banks in Bahrain's offshore banking market. — Sapa-Reuter

Toyota and union in bid to end strike

DURBAN — The dispute which has brought the giant Toyota motor assembly plant at Prospecton to a halt for the past two weeks remained unresolved last night.

And yesterday the National Union of Metal Workers warned that it would not be held to ransom by Toyota's refusal to attend national vehicle industry pay talks because of the strike, reports Sapa.

Toyota did not attend the third round of national pay negotiations in Port Elizabeth on Friday, employer spokesman Dave Kirby said yesterday.

As a result, agreements reached at the pay talks would not be binding on Toyota.

At Toyota's Prospecton plant representatives of the management and workers were engaged in a day-long internal inquiry yesterday into complaints against three staff members at the plant.

The inquiry would continue today, MD Ralph Broadley said last night. "Hopefully it will come to an end soon," he said.

□ To Page 2

Toyota

About 6 000 workers downed tools on May 7 in support of their demand for the dismissal of a superintendent for alleged discrimination, and later added the removal of two managers to their demands.

Frequent talks between management and the National Union of Metalworkers of SA officials failed to break the deadlock.

Union spokesman Thomas Magrapes Hlatshwayo said if the outcome of the inquiries was "satisfactory", strikers would return to work today.

Commenting on Toyota's decision not to attend the wage talks, Numsa chief negotiator Les Kettledas said any agreement reached at the national bargaining forum (NBF) would be binding on Toyota.

"We do not believe that the NBF should

be held to ransom by any company that experiences problems at plant level which are not related to national negotiations."

Kirby said employers tabled a full response to wage and other demands by Numsa and the Iron and Steel Workers' Union on Friday.

He said the demands, if met, would cost employers R110m. An additional 45% for benefits would raise the real cost of the demands to more than R160m.

Other demands relating to job security, workers' rights and workplace discrimination were either rejected or referred to quarterly NBF meetings.

A senior Toyota spokesman said negotiations had to end by June 30.

□ From Page 1

Beware minimum wage

A MINIMUM wage, or a living wage or whatever you want to call it is the clarion cry of many trade unions and political parties.

On an emotional level it is difficult to argue against the principle of a minimum wage.

Lifestyle

Why, it can be asked, should a man or a woman work for less than what is generally regarded as the minimum needed to maintain a basic lifestyle?

The question carries added weight in our society

where a few earn very high salaries while the vast mass of the people earn very little.

There is also no doubt whatever, that many, mainly white employers, took advantage over the decades of apartheid to pay black people less than they would have had to in a free market situation.

Apartheid, it must never be forgotten, was the opposite of a free market system. There was a free market for whites and they prospered. But for blacks there was no

The Steve Mulholland Column

free market.

They were instructed by law as to where they could live, for how long they could live there and under what conditions. And they were also told where they could work and what sort of work they could do.

I do not have to tell readers of this newspaper of the evil labour discrimination inflicted on blacks. One of the results of this has been the powerful growth of trade unions and an equally powerful insistence on a

minimum wage.

But when one thinks about it, a minimum wage is a system which discriminates against the poorest and the least skilled of our people. A minimum wage law forbids a willing employer and a willing worker from coming to an agreement on a rate for a particular job.

Activity

In the face of the minimum wage many employers will clearly prefer to stop a business activity which will lose money paying the minimum wage. EVEN if there are thou-

sands of workers at the factory gate willing to work for less than the minimum wage.

A minimum wage acts against the worker as much as it does against the employer. It says to the starving unemployed man: "You may not work for less than a minimum wage even if you want to. You must rather starve so that those who have better skills than you can demand the minimum wage."

In this way the poor and unemployed become the human cannon fodder in an ideological struggle. The winners are the few privi-

leged workers whose skills and output make it possible for employers to pay them above the minimum wage.

Victims

But they themselves, whether they realise it or not, can also become victims of the minimum wage for if this wage rises above what the firm can afford to pay them, the firm will close down and they will lose their jobs.

There are many examples of jobs that have been destroyed because of the demand for a minimum wage which was more than

the particular business activity concerned could afford to pay.

There are now more than 5 million people unemployed in South Africa. This figure is expected to rise to 7 million over the next few years.

Prohibition

Does it make sense to have a law which prohibits these people from working if they are willing to do so at a rate lower than the minimum wage? Beware of the minimum wage. It is a two-edged sword which can cost you your job.

355

Sowetan 4/6/92

W/mail
12/6/86/92

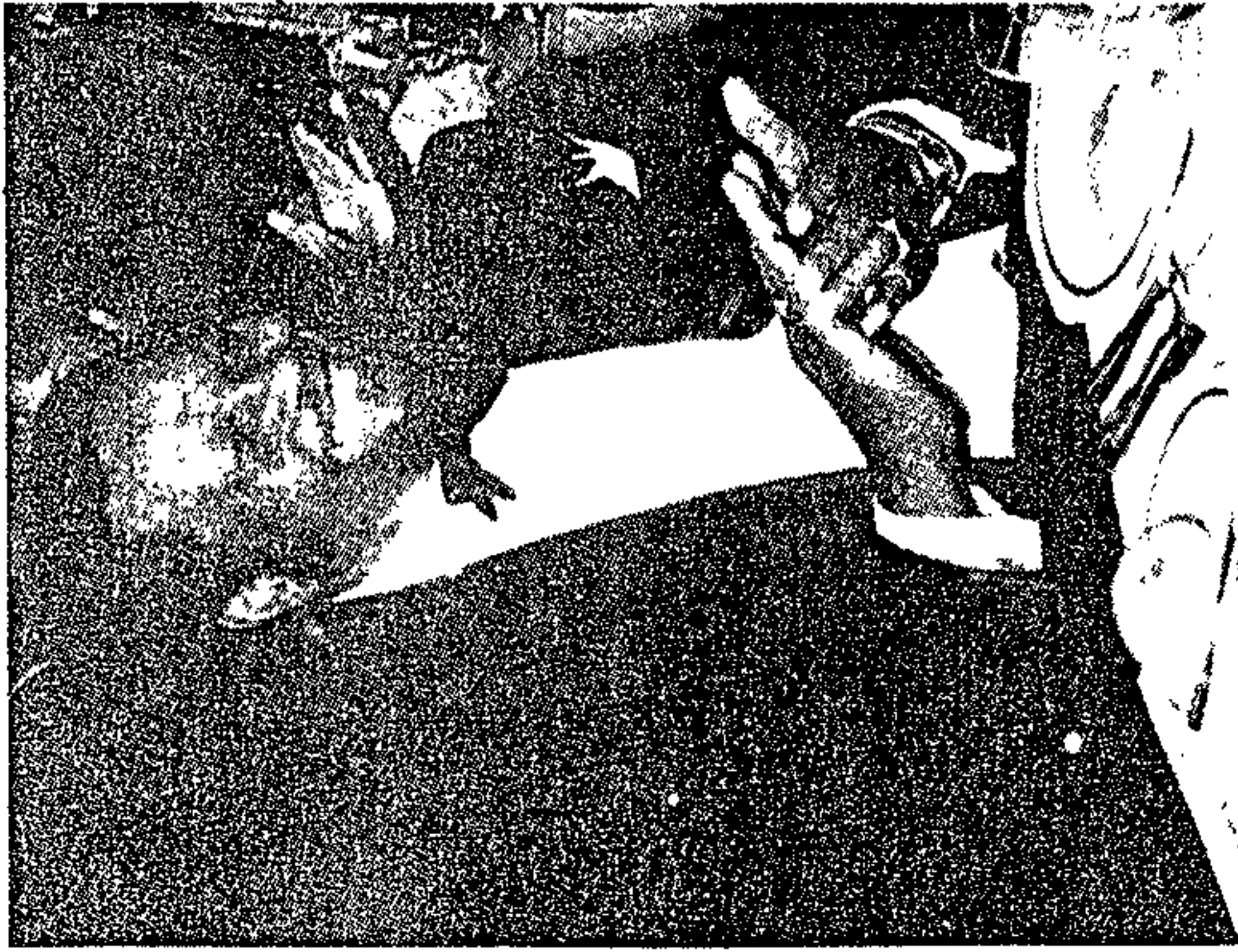
LABOUR

Progress in metal talks

■ALTHOUGH the metal and engineering industry remains locked in a dispute with the National Union of Metalworkers of South Africa, there was some progress this week.

Employers increased their wage offer to eight percent, up from 6.4 percent, on condition that the union drops its substantive demands. In return, the companies will withdraw their demand for changes to the industry's main agreement.

The employers tabled proposals for establishing a training fund for retrenched workers and for a code of conduct to promote non-discrimination.



Marina's husband, Richard Maponya.



Marina walked without any fear

11/6/92

SSA

SHE was probably the most successful black businesswoman in South Africa. A mother figure, wife, community leader.

You name it Mrs Marina Nompinti Maponya was it. Affectionately known as Rinky, she managed to tread where angels feared to go. She rose to the upper echelons of this country's top multinationals and made it in a male-dominated world.

And despite having a hectic schedule as a competent business personality, she was just as able to keep

By LULAMA LUTI

the home fires burning. While she successfully ran a roaring business enterprise with husband Richard in Soweto, she raised six children - Rooi, Sisi, Mabotse, Chichi, Solly and Boni.

And there is no doubt that while the (black) community weeps for a fallen daughter, the business world will also take time to recover from the news of her untimely death.

Born and bred in Sophiatown in November 1934, she graduated from

the Jan Hofmeyer School of Social Work.

The realisation in 1960 that she was destined for greater things, made her quit the social work scene and she joined her husband in business. From then on, they both grew from strength to strength, she being the proverbial woman behind her successful husband and family.

With no business background at all, she took on her family's businesses which included bottle stores, fast foods outlets, a funeral parlour, supply stores, a chain of car busi-

nesses and the horse racing stables.

Her untimely death on Friday last week sent shockwaves among her business colleagues as well as social and political circles throughout the country.

Maponya finally gave in to a three-month battle against cancer and died at her Illovo home in Johannesburg.

However, there is very little doubt that she lived life to the full and that hers was a life of firsts.

In 1960 she became the founder member and first president of the Housewives' League, a position she held for five years.

She was also the first black woman to sit on the South African Broadcasting Corporation's board of directors.

The Maponys struck another first when they moved into a plush pink northern suburbs home - long before many people even dreamt about it. Judging by the success that she carved with her own hands, Maponya was no ordinary person. And throughout her resounding success in business and the respect and admiration she commanded in social circles, her private life remained a firmly shut book.

According to a leading national magazine all that could be gleaned was that she used to have her nails done by Gloria at Trilogy, was famous for arriving very late at dinner parties and lived a gear-change from Marino Chiavelli's flashy Summer Place in Hyde Park.

An industrious businesswoman, in 1982, Maponya received the Businesswoman of the Year Award from Barclays Executive Women's Club and the Public Relations Institute of South Africa.

Added to her long list of appointments, she was non-executive director of Volkswagen South Africa and a member of the State President's Economic Advisory Council.

A staunch member of the African Methodist Episcopal Church, Maponya received an award for outstanding and dedicated work in the church from the United States in 1976.

In 1988, she also received Sanca's golden award for an outstanding contribution towards the development of a positive image of South Africa.

Deadlock in metal industry wage talks

DISCUSSIONS to resolve the dispute over wages in the metal industry will resume later this month after Seifsa and Numsa this week failed to reach an agreement.

Seifsa yesterday revised its wage offer from 6,4% to 8% for all workers on condition the union dropped other demands.

Numsa rejected the offer and a further meeting was scheduled for June 18, collective bargaining national secretary Les

STEPHANE BOTHMA

Kettledas said in a statement last night.

Seifsa remained opposed to a Numsa demand for a moratorium on retrenchments but said it was prepared to consider alternatives, Kettledas said.

Responding to a demand for a code of practice to end discrimination in employment, Seifsa called for a code of conduct.

'Declare June 16 a holiday'

JUNE 16 must be declared a public holiday so that peaceful commemoration services could proceed without any intimidation, callers to the *Sowetan*/Radio Metro Talkback Show said last night.

Mlindeli of Phiri, Soweto, said people proved the Government and its allies wrong when they observed the day in a disciplined manner.

Commenting on reports of violence later in the day, Mlindeli said: "It was not the people who had heeded the mass action call who turned to violence.

"It was the people who had spoken against mass action and predicted that mass action would bring about more killings.

Lucas, also of Soweto, said June 16 was a day for peace and should be declared a public holiday.

"I am happy about the way the day's services went," he said.

Amos Maleta said he ap-

preciated ANC president Mr Nelson Mandela's plea for unity during the speech at Orlando Stadium.

He said June 16 should be declared a public holiday, particularly after the peaceful behaviour of all who attended the rallies.

Another caller congratulated all the people who attended the rallies.

"We do not have to wait for the Government to declare June 16 a holiday.

"It must be made a public holiday as there are many public holidays that have nothing to do with blacks," he said.

Sizwe of Joubert Park blacks had always commemorated June 16 peacefully but had been provoked by the Government.

SOWETAN

RADIO METRO

TALKBACK

June 16 is a paid holiday in the metal industry

Sowetan 17/6/92

JUNE 16 was a paid public holiday for workers in the metal and engineering industry, the Steel and Engineering Industries Federation emphasised yesterday.

"This holiday arrangement was negotiated between employers and trade unions in the industry during the 1990 negotiations and applies to all employees covered by the industry's main agreement," said a statement issued by Seifsa.

Seifsa was reacting to news reports yesterday, referring to disciplinary action against workers who stayed away from work because of mass action.

"It must be made clear that this obviously does not apply to June 16 in respect of employees covered by the industry's main agreement."

Referring directly to mass action of the ANC, which started yesterday, the employer body said:

According to reports this could include a general strike of not less than three days and other disruptive actions.

"Seifsa believes that this will be coordinated to coincide with the legal, or possibly illegal, strike action related to the (metal and engineering) industry's wage negotiations currently underway.

"Seifsa is recommending that its members respond to this action as follows:

- The overriding principle is that a firm policy of no work, no pay be implemented with regard to all unauthorised absences from work resulting from participation in mass action. Once again, this does not apply to June 16 - which is a paid holiday for the industry.

- Disciplinary action be taken at each member company's discretion in respect of such absences." - South African Press Association.

Clothing workers declare dispute

Sowetan 18/6/92

**Sowetan
Correspondent**

CLOTHING workers will march in Cape Town tomorrow in what employers have slammed as "grossly irresponsible", warning that jobs are on the line.

The Grand Parade will be closed for parking the whole day to allow a meeting of the SA Clothing and Textile Workers' Union (Sactwu) between noon and 2pm, the city council public relations officer, Mr Ted Doman said.

Sactwu spokesman Mr Ronald Bernickow said workers would march on the offices of the Cape Clothing Manufacturers' Association on the Fore-

shore to hand over a list of wage demands.

A dispute was declared on June 10 and the looming strike action is threatening to cripple the ailing industry.

The union is demanding a wage increase of 15 percent across-the-board while employers have offered an eight percent package increase.

The parties meet today in the first of three Industrial Council meetings in an attempt to resolve the dispute, said association ex-

ecutive director Mr Peter Cragg.

The march, which has magisterial and municipal permission, is expected to cause a half-day shut down at factories.

But employers warned yesterday that permission from the workplace will not be granted and the march is viewed in "a very serious light".

Garment Manufacturers' Association chairman Mr Patrick Boers said workers who "desert their positions must be prepared to face the consequences... and possible dismissal".

Boers said: "Workers

will be placing their jobs on the line and they know that there are thousands of unemployed people who would love to replace them immediately."

Boers accused the union of having no interest in the survival of the industry.

Cragg said the timing of the march was "completely inopportune" and could have taken place yesterday, a paid public holiday in the industry.

The association was discouraging its member factories from giving workers permission to take part in the march which breached agreements.



355 30 000 march over wages

19/6/92
Stan
An estimated 30 000 members of the SA Clothing and Textile Workers' Union marched through central Durban and Cape Town yesterday afternoon in support of the union's wage demands. The protesters marched to the Natal and Cape Clothing Manufacturers' Associations respectively. Sactwu said the marches followed four wage negotiation meetings which have failed to reach agreement on wages, annual bonuses, provident funds and wage parity.

bepalings van Goewermentskennisgewings R. 484 van 11 Maart 1983, R. 1935 van 31 Augustus 1984, R. 42 van 4 Januarie 1985, R. 709 van 18 April 1986, R. 1293 van 12 Junie 1987, R. 254 van 16 Februarie 1990, R. 2307 van 28 September 1990 en R. 2286 van 20 September 1991 van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1992 eindig.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

No. R. 1687

19 Junie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

**SEILDOEK- EN TOUWERKNYWERHEID (KAAP):
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 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) (b) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1992 eindig, bindend is vir alle ander werkgewers en 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 SEILDOEK- EN TOUWERKNYWERHEID (KAAP)

OOREENKOMS

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

Cape Canvas and Ropeworking Association

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

S.A. Canvas and Ropeworkers' Union (Cape)

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

wat die partye is by die Nywerheidsraad vir die Seildoek- en Touwerknynwerheid (KaaP),

of Government Notices R. 484 of 11 March 1983, R. 1935 of 31 August 1984, R. 42 of 4 January 1985, R. 709 of 18 April 1986, R. 1293 of 12 June 1987, R. 254 of 16 February 1990, R. 2307 of 28 September 1990 and R. 2286 of 20 September 1991, to be effective from the date of publication of this notice and for the period ending 31 December 1992.

G. M. E. CARELSE,

Deputy Minister of Manpower.

No. R. 1687

19 June 1992

LABOUR RELATIONS ACT, 1956 (355)

**CANVAS AND ROPEWORKING INDUSTRY (CAPE):
AMENDMENT OF MAIN AGREEMENT**

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1992, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (b), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1992, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE CANVAS AND
ROPEWORKING INDUSTRY (CAPE)**

AGREEMENT

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

Cape Canvas and Ropeworking Association

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

S.A. Canvas and Ropeworkers' Union (Cape)

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

being the parties to the Industrial Council for the Canvas and Ropeworking Industry (Cape),

om die Hoofooreenkoms, gepubliseer by Goewermenskennisgewing No. R. 484 van 11 Maart 1983, soos hernieu en gewysig deur Goewermenskennisgewings Nos. R. 1934 en R. 1935 van 31 Augustus 1984, R. 42 van 4 Januarie 1985, R. 708 en R. 709 van 18 April 1986, R. 604 van 20 Maart 1987, R. 1293 van 12 Junie 1987, R. 2332 van 27 Oktober 1989, R. 253 en R. 254 van 16 Februarie 1990, R. 2306 en R. 2307 van 28 September 1990 en R. 2285 en R. 2286 van 20 September 1991, te wysig.

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word—

(a) in die munisipale gebied van Kaapstad soos dit op 23 Augustus 1968 bestaan het;

(b) deur alle lede van die werkgewersorganisasie wat by die Seildoek- en Touwerknywerheid betrokke is, en deur alle lede van die vakvereniging wat in genoemde Nywerheid in diens is.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs ten opsigte van werknemers vir wie lone voorgeskryf word in klousule 4 van die Ooreenkoms gepubliseer by Goewermenskennisgewing No. R. 484 van 11 Maart 1983.

2. KLOUSULE 4: LONE

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

“(1) (a) Die minimum weeklikse loon wat aan onderge-noemde klasse werknemers betaal moet word, is soos volg:

Werknemers, uitgesonderd los werknemers:

Kategorie	R
I	175,54
II—	
eerste ses maande ondervinding	188,44
daarna	205,68
III—	
eerste ses maande ondervinding	213,41
daarna	224,96
IV—	
eerste ses maande ondervinding	242,25
daarna	266,73
V—	
eerste ses maande ondervinding	297,02
daarna	327,32
VI	409,52”.

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

“(2) Minimum verhoging.—’n Werknemer, uitgesonderd ’n los werknemer, wat in enigeen van die kategorieë II to VI val en wat onmiddellik voor die inwerkingtreding van hierdie Ooreenkoms ’n hoër loon ontvang het as die loon wat vir ’n werknemer in sy kategorie voorgeskryf is, moet ’n loonverhoging ontvang gelyk aan 13,5 persent van sy werklike weeklikse loon.”.

3. KLOUSULE 6: WERKURE, GEWONE EN OORTYD-, EN BETALING VAN OORTYD

In subklousule (10) (c), vervang die uitdrukking “R3,50” deur die uitdrukking “R4,00”.

to amend the Main Agreement published under Government Notice No. R. 484 of 11 March 1983, as renewed and amended by Government Notices Nos. R. 1934 and R. 1935 of 31 August 1984, R. 42 of 4 January 1985, R. 708 and R. 709 of 18 April 1986, R. 604 of 20 March 1987, R. 1293 of 12 June 1987, R. 2332 of 27 October 1989, R. 253 and R. 254 of 16 February 1990, R. 2306 and R. 2307 of 28 September 1990 and R. 2285 and R. 2286 of 20 September 1991.

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

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

(a) in the municipal area of Cape Town as it existed on 23 August 1968;

(b) by all members of the employers' organisation who are engaged in the Canvas and Ropeworking Industry and by all members of the trade union who are employed in the said Industry.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4 of the Agreement published under Government Notice No. R. 484 of 11 March 1983.

2. CLAUSE 4: WAGES

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

“(1) (a) The minimum weekly wages that shall be paid to the undermentioned classes of employees shall be:

Employees, other than casual employees:

Category	R
I	175,54
II—	
first six months of experience	188,44
thereafter	205,68
III—	
first six months of experience	213,41
thereafter	224,96
IV—	
first six months of experience	242,25
thereafter	266,73
V—	
first six months of experience	297,02
thereafter	327,32
VI	409,52”.

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

“(2) Minimum increases.—Any employee, other than a casual employee, falling within any of the employment categories II to VI, who immediately prior to the coming into operation of this Agreement was in receipt of a higher wage than that prescribed for an employee of his wage category shall receive an increase equal to 13,5 per cent of his actual weekly wage.”.

3. CLAUSE 6: HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

In subclause (10) (c) substitute the expression “R4,00” for the expression “R3,50”.

**4. KLOUSULE 23: VOORSORGFONDS VAN DIE MIDDE-
LANDSE KAMER VAN NYWERHEID (M.C.I.)**

Vervang subklousule (1) deur die volgende:

"(1) Elke werkgewer moet elke week of maand, na gelang van die geval, van die loon/salaris van elkeen van sy werknemers 'n bedrag van hoogstens 3 persent van daardie loon/salaris aftrek, en by die bedrag aldus afgetrek moet die werkgewer 'n gelyke bedrag byvoeg."

Namens die partye op hede die 25ste dag van Februarie 1992 te Kaapstad onderteken.

S. SIMPSON,

Voorsitter.

J. HEEGER,

Ondervoorsitter.

K. L. BARNES,

Sekretaris.

No. R. 1688

19 Junie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

**INTREKKING VAN GOEWERMENSKENNIS-
GEWING**

MEUBELNYWERHEID, NATAL: VOORSORGFONDS-, SIEKTEBYSTANDSGENOOTSKAP- EN STERFTEBYSTANDSVERENIGINGOOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewing R. 2201 van 14 September 1990 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

No. R. 1689

19 Junie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, NATAL: HERBEKRAGTING VAN VOORSORGFONDS-, SIEKTEBYSTANDSGENOOTSKAP- EN STERFTEBYSTANDSVERENIGINGOOREENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1996 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

**4. CLAUSE 21: MIDLAND CHAMBER OF INDUSTRIES
(M.C.I.) PROVIDENT FUND**

Substitute the following of subclause (1):

"(1) Every employee shall each week or month, as the case may be, deduct from the wage/salary of each of his employees an amount not exceeding 3 per cent of that wage/salary and to the amount so deducted the employer shall add a like amount."

Signed at Cape Town on behalf of the parties this 25th day of February 1992.

S. SIMPSON,

Chairman.

J. HEEGER,

Vice-Chairman.

K. L. BARNES,

Secretary.

No. R. 1688

19 June 1992

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

FURNITURE MANUFACTURING INDUSTRY, NATAL: PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government notice R. 2201 of 14 September 1990 with effect from the second Monday after the date of publication of this notice.

G. M. E. CARELSE,

Deputy Minister of Manpower.

No. R. 1689

19 June 1992

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY: RE-ENACTMENT OF PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour 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 July 1996, 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 bepalingen van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 3 en 5 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1996 eindig, bindend is vir alle ander 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 MEUBELNYWERHEID,
NATAL: VOORSORGFONDS, SIEKTEBYSTANDS-
GENOOTSAP EN STERFTEBYSTANDSVERENIGING**

OOREENKOMS

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

Natal Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Natal.

HOOFSTUK I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid, Natal, nagekom word—

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

(b) in Gebied A wat bestaan uit die landdrostdistrikte Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown en Mount Currie;

(c) in Gebied B wat bestaan uit die landdrostdistrikte Greytown, Lionsrivier, Port Shepstone, Richmond, Lower Tugela en Umzinto en die munisipale gebiede van Estcourt, Ladysmith en Newcastle;

(d) in Gebied C wat bestaan uit die oorblywende gedeelte van die provinsie Natal.

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

(a) slegs van toepassing op werknemers vir wie minimum lone in die Hofooreenkoms voorgeskryf word en op werkende werkgewers soos omskryf in die Hofooreenkoms;

(b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of kontrakte aangegaan of voorwaardes vasgestel ingevolge genoemde Wet nie;

(c) nie van toepassing nie op 'n werknemer of werkende werkgewer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelnemer in of lid is of daarna word van 'n ander fonds wat pensioen- en/of bystandsvoordele verskaf

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 3 and 5, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 1996, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

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

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, NATAL: PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION

AGREEMENT

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

Natal Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

being the parties to the Industrial Council for the Furniture Manufacturing Industry, Natal.

CHAPTER I

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, Natal—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union who are engaged or employed in the Furniture Manufacturing Industry respectively;

(b) in Area A which consists of the Magisterial Districts of Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie;

(c) in Area B which consists of the Magisterial District of Greytown, Lions River, Port Shepstone, Richmond, Lower Tugela and Umzinto and the municipal areas of Estcourt, Ladysmith and Newcastle;

(d) in Area C which consists of the remainder of the Province of Natal.

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

(a) only apply in respect of employees for whom minimum wages are prescribed in the Main Agreement and to working employers as defined in the Main Agreement;

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

(c) not apply to any employee or working employer who at the date of coming into operation of this Agreement is, or thereafter becomes, a participant in and member of any other fund providing pension and/or provident benefits, which is in

en wat op genoemde datum bestaan en waarin die werkgewer van daardie werknemer op genoemde datum 'n deelnemer is, of op die werkgewer van sodanige werknemer, slegs gedurende die tydperk waarin sodanige ander fonds voortbestaan en beide werkgewer en werknemer deelnemers daarin is, indien die voordele wat sodanige ander fonds verskaf na die mening van die Raad oor die algemeen nie minder gunstig is as die voordele wat deur die Raad se fonds verskaf word nie;

(d) nie van toepassing nie op 'n werkgewer wat hoogstens een besigheid binne die toepassingsbestek van hierdie Ooreenkoms bedryf en wat ten alle tye minder as vyf werknemers in of in verband met sodanige besigheid in diens het: Met dien verstande dat werkende werkgewers as werknemers beskou moet word vir die doel om die getal werknemers in sodanige besigheid vas te stel: Voorts met dien verstande dat 'n werkgewer wat uitgesluit is ingevolge hierdie paragraaf en sy werknemers die keuse kan uitoefen om op 'n vrywillige grondslag deelname te hê in die fondse waarvoor daar voorsiening gemaak word.

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 31 Julie 1996 of vir die tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalinge soos vervat in klousule 5 van Hoofstuk I, 4 (5) (a) van Hoofstuk II en Hoofstuk III van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1573 van 25 Julie 1986, soos gewysig en verleng is deur Goewermentskennisgewings R. 1471 van 10 Julie 1987, R. 2625 van 23 Desember 1988, R. 392 van 23 Februarie 1990, R. 2201 van 14 September 1990 en R. 138 van 25 Januarie 1991 (hierna die "Vorige Ooreenkoms" genoem) soos verder verleng, hernieu, gewysig of herbekragtigt van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

4. ALGEMENE BEPALINGS

Die bepalinge soos vervat in klousules 3, 4, 6 tot 9 van Hoofstuk I, 1 tot 4 (4) (b), 4 (5) (b) tot 7 van Hoofstuk II en Hoofstuk IV van die Vorige Ooreenkoms soos verder verleng, hernieu, gewysig of herbekragtigt van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

5. HOOFSTUK III: KLOUSULE 7: BYDRAES

Vervang subklousule (1) deur die volgende:

"(1) Bydraes deur verpligte lede betaal, moet kragtens klousule 4 (5) van Hoofstuk II aan die Genootskap oorgedra word uit die bydraes waarvoor voorsiening gemaak word in klousule 4 (1) (a) van Hoofstuk II en voorgeskryf in die betrokke kolom van Aanhangsel A van hierdie Ooreenkoms, teen die koers van 2,25 persent van die gewone weekloon, min 20 sent van die bydraes van die lid en 2,25 persent van die gewone weekloon, min 20 sent van die bydraes van die werkgewer."

6. AANHANGSEL A

Vervang die bestaande skedule deur die volgende:

"A" Weeklikse aftrekkings van werknemer se loon	B Weeklikse bydrae deur werkgewer
7,25 persent van die gewone weekloon.	7,25 persent van die gewone weekloon."

Hierdie Ooreenkoms geteken te Durban, namens die partye, op hede die 11de dag van Februarie 1992.

J. S. OLIVIER,
Voorsitter.

S. M. LE ROUX,
Ondervoorsitter (1).

M. H. GIBBS,
Ondervoorsitter (2).

existence on the said date and in which the employer of that employee is on the said date a participant, or to the employer of such employee, during such period only as such other fund continues to operate and both employer and employee are participants therein, if in the opinion of the Council the benefits which such other fund provides are on the whole not less favourable than the benefits provided by the Council's fund;

(d) not apply to an employer who carries on not more than one business within the scope of application of this Agreement and who employs less than five employees at all times in or in connection with such business: Provided that working employers shall be regarded as employees for the purpose of establishing the number of employees in such business: Provided further that an employer who is excluded by virtue of this paragraph and his employees may elect to participate in the funds provided for on a voluntary basis.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in force for the period ending 31 July 1996 or for such period as may be determined by him.

3. SPECIAL PROVISIONS

The provisions of clause 5 of Chapter I, 4 (5) (a) of Chapter II and Chapter III of the Agreement published under Government Notice R. 1573 of 25 July 1986, as amended, and extended by Government Notices R. 1471 of 10 July 1987, R. 2625 of 23 December 1988, R. 392 of 23 February 1990, R. 2201 of 14 September 1990 and R. 138 of 25 January 1991 (hereinafter referred to as the "Former Agreement") as further extended, renewed, amended or re-enacted from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3, 4, 6 to 9 of Chapter I, 1 to 4 (4) (b), 4 (5) (b) to 7 of Chapter II and Chapter IV of the Former Agreement, as further extended, renewed, amended or re-enacted from time to time, shall apply to employers and employees.

5. CHAPTER III: CLAUSE 7: CONTRIBUTIONS

Substitute the following for subclause (1):

"(1) Contributions by compulsory members shall be diverted in terms of clause 4 (5) of Chapter II to the Society from the contributions provided for in clause 4 (1) (a) of Chapter II and prescribed in the relevant columns of Annexure A to this Agreement at the rate of 2,25 per cent of the normal weekly wage, less 20 cents from the contributions of the member and 2,25 per cent of the normal weekly wage, less 20 cents from the contributions of the employer."

6. ANNEXURE A

Substitute the following schedule for the existing schedule:

"A" Employee's weekly deductions from wage	B Employer's weekly contribution
7,25 per cent of normal weekly wage.	7,25 per cent of normal weekly wage."

This Agreement signed at Durban, on behalf of the parties, this 11th day of February 1992.

J. S. OLIVIER,
Chairman.

S. M. LE ROUX,
Vice-Chairman (1).

M. H. GIBBS,
Vice-Chairman (2).

No. R. 1677

19 Junie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA:
HERNUWING VAN OOREENKOMS VIR DIE HAND-
SAKSEKSIE

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 R. 1794 van 3 September 1982, R. 2481 van 11 November 1983, R. 2023 van 14 September 1984, R. 2760 van 13 Desember 1985, R. 2714 van 24 Desember 1986, R. 2609 van 20 November 1987, R. 2314 van 18 November 1988, R. 572 van 31 Maart 1989, R. 1950 van 17 Augustus 1990 en R. 3052 van 4 Januarie 1991, van krag is vanaf 1 Julie 1992 en vir die tydperk wat op 30 September 1992 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 1680

19 Junie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENTSKENNIS-
GEWINGYSTER-, STAAL-, INGENIEURS- EN METALLUR-
GIESE NYWERHEID: PENSIOENFONDS EN VOOR-
SORGFONDSOOREENKOMS VIR DIE METAAL-
NYWERHEDE

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermentskennisgewing R. 846 van 19 April 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. 1681

19 Junie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLUR-
GIESE NYWERHEID: PENSIOENFONDS EN VOOR-
SORGFONDSOOREENKOMS VIR DIE METAAL-
NYWERHEDE

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 4 Mei 1995 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

No. R. 1677

19 June 1992

LABOUR RELATIONS ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH
AFRICA: RENEWAL OF AGREEMENT FOR THE
HANDBAG SECTION

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 R. 1794 of 3 September 1982, R. 2481 of 11 November 1983, R. 2023 of 14 September 1984, R. 2760 of 13 December 1985, R. 2714 of 24 December 1986, R. 2609 of 20 November 1987, R. 2314 of 18 November 1988, R. 572 of 31 March 1989, R. 1950 of 17 August 1990 and R. 3052 of 4 January 1991, to be effective from 1 July 1992 and for the period ending 30 September 1992.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 1680

19 June 1992

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

IRON, STEEL, ENGINEERING AND METALLURGI-
CAL INDUSTRY: PENSION FUND AND PROVIDENT
FUND AGREEMENT FOR THE METAL INDUSTRIES

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice R. 846 of 19 April 1991 with effect from the second Monday after the date of publication of this notice.

G. M. E. CARELSE,

Deputy Minister of Manpower.

No. R. 1681

19 June 1992

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLUR-
GICAL INDUSTRY: PENSION FUND AND PROVI-
DENT FUND AGREEMENT FOR THE METAL
INDUSTRIES (355)

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 4 May 1995, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalingen 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 4 Mei 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 genoemde Ooreenkoms gespesifiseer.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE

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

PENSIOEN- EN VOORSORGFONDSOOREENKOMS VIR DIE METAALNYWERHEDE

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

Association of Electric Cable Manufacturers of South Africa
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association (South Africa)
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association of South Africa
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Gate and Fence Association
Hand Tool Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa
Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
Sheetmetal Industries Association of South Africa
S.A. Agricultural Machinery Association
S.A. Association of Shipbuilders and Repairers
S.A. Electro-Plating Industries Association
S.A. Engineers' and Founders' Association
S.A. Fasteners Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Pump Manufacturers' Association
S.A. Radio and Television Manufacturers' Association

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (b), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 4 May 1995, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

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

PENSION FUND AND PROVIDENT FUND AGREEMENT FOR THE METAL INDUSTRIES

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

Association of Electric Cable Manufacturers of South Africa
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association (South Africa)
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association of South Africa
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Gate and Fence Association
Hand Tool Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa
Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
Sheetmetal Industries Association of South Africa
S.A. Agricultural Machinery Association
S.A. Association of Shipbuilders and Repairers
S.A. Electro-Plating Industries Association
S.A. Engineers' and Founders' Association
S.A. Fasteners Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Pump Manufacturers' Association
S.A. Radio and Television Manufacturers' Association

S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve and Actuator Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Engineering Industrial and Mining Workers' Union of South Africa

Iron Moulders' Society of South Africa

Metal and Electrical Workers' Union of South Africa

National Union of Metalworkers of South Africa

Radio, Television, electronics and Allied Workers' Union

S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

S.A. Electrical Workers' Association

Steel, Engineering and Allied Workers' Union of South Africa

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Behoudens andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms van toepassing en moet dit nagekom word—

(a) oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en

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

(2) Hierdie Ooreenkoms is nie van toepassing nie op 'n werkgewer en sy werknemer wat beheer word deur of binne die toepassingsbestek val van die Pensioenfondsooreenkoms vir die Ingenieursnywerhede (voorheen die Groepslewe- en Voorsorgfondsooreenkoms vir die Metaalnywerhede) in werking van tyd tot tyd tensy sodanige werknemer tesame met sy werkgewer bygedra het tot die Groepspensioenfonds van die Metaalnywerhede op die datum van inwerkingtreding van hierdie Ooreenkoms, in welke geval sodanige werknemer en sy werkgewer geag moet word binne die toepassingsbestek van hierdie Ooreenkoms te val.

(3) Hierdie Ooreenkoms is, behoudens die striftelike magtiging van die Raad, nie van toepassing nie op 'n werknemer wat op 7 Februarie 1966 of daarna 'n deelnemer was in of lid geword het van 'n pensioen-/voorsorgskema geregistreer kragtens die Wet op Pensioenfondse, 1956 (Wet No. 24 van 1956), (hierna die "huishoudelike skema" genoem), wat op genoemde datum bestaan het, of op die werkgewer van daardie werknemer, net gedurende die tydperk wat sodanige huishoudelike skema in werking bly en beide die werkgewer en die werknemer daarin deelneem:

Met dien verstande dat—

(i) die werkgewer van die werknemer op 7 Februarie 1966 'n deelnemer in sodanige skema was;

(ii) sodanige huishoudelike skema op 7 Februarie 1966 voorsiening gemaak het vir lidmaatskap van werknemers van die klas wat binne die bestek van hierdie Ooreenkoms val;

(iii) die Raad die voordele wat deur sodanige huishoudelike skema betaalbaar is, nie beskou as minder gunstig as die voordele onder die Groepspensioenfonds van die Metaalnywerhede of die Voorsorgfonds van die Metaalnywerhede nie, na gelang van die geval;

S.A. Reinforced Concrete Engineers' Association

S.A. Tube Makers' Association

S.A. Valve and Actuator Manufacturers' Association

S.A. Wire and Wire Rope Manufacturers' Association

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

Engineering Industrial and Mining Workers' Union of South Africa

Iron Moulders' Society of South Africa

Metal and Electrical Workers' Union of South Africa

National Union of Metalworkers of South Africa

Radio, Television, electronics and Allied Workers' Union

S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

S.A. Electrical Workers' Association

Steel, Engineering and Allied Workers' Union of South Africa

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

being the parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Except as otherwise provided in this section, the terms of this Agreement shall apply and be observed—

(a) throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay; and

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

(2) The terms of this Agreement shall not apply to an employer and his employee who are governed by and fall within the scope of application of the Engineering Industries Pension Fund Agreement (formerly the Metal Industries Group Life and Provident Fund Agreement) in force for the time being unless such employee was contributing together with his employer to the Metal Industries Group Pension Fund at the date of coming into operation of this Agreement, in which case such employee and his employer shall be deemed to fall within the scope of this Agreement.

(3) The terms of this Agreement shall, subject to the written authority of the Council, not apply to any employee who was on 7 February 1966, or thereafter becomes a participant in and member of any pension/provident scheme registered in terms of the Pension Funds Act, 1956 (Act No. 24 of 1956), (hereinafter referred to as "domestic scheme"), which was in existence on the said date or to the employer of that employee during such period only as such domestic scheme continues to operate and both employer and employee are participants therein:

Provided that—

(i) the employer of the employee was on 7 February 1966 a participant in such scheme;

(ii) on 7 February 1966 such domestic scheme provided for membership of employees of the class falling within the scope of this Agreement;

(iii) the benefits payable by such domestic scheme are regarded by the Council as being not less favourable than the benefits under the Metal Industries Group Pension Fund or the Metal Industries Provident Fund, as the case may be;

(iv) met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms die bydraes wat aan sodanige huishoudelike skema deur die werknemer en deur die werkgever betaalbaar is, in die geval van elkeen minstens ses persent van die pensioengewende besoldiging van sodanige werknemer moet wees.

(4) Waar werkgevers en werknemers deelneem in huishoudelike skemas wat voorsorg- en/of pensioenvoordele verskaf soos in subklousule (3) hierbo bedoel en hulle op die datum van inwerkingtreding van hierdie Ooreenkoms nie aan die vereistes van subklousule (3) (iv) hierbo voldoen nie, moet 'n tydperk van ses weke ter nakoming van genoemde subklousule toegestaan word, onderworpe daaraan dat wysigings tot op die datum van inwerkingtreding van hierdie Ooreenkoms terugwerkend is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag tot 4 Mei 1995 of vir die tydperk wat die Minister bepaal.

3. SPESIALE BEPALINGS

Die bepalings vervat in klousule 7 van die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 846 van 19 April 1991 (hierna die "vorige Ooreenkoms" genoem) is van toepassing op werkgevers en werknemers.

4. ALGEMENE BEPALINGS

Die bepalings vervat in klousules 3 tot 6 (soos gewysig by klousules 5, 6 en 7 hieronder) en 8 tot 10 van die vorige Ooreenkoms is van toepassing op werkgevers en werknemers.

5. KLOUSULE 3: WOORDOMSKRYWING

Aan die einde van die vyfde reël van die woordomskrywing van "ooreenkoms", na die woord "daarvan", voeg die volgende uitdrukking in: "en sluit dit verder in enige Ooreenkoms soos omskryf in die genoemde Wet indien sodanige Ooreenkoms vervat het maar in werking was op die datum van inwerkingtreding van hierdie Ooreenkoms of in werking getree het ná die datum van inwerkingtreding van hierdie Ooreenkoms;"

6. KLOUSULE 4: LIDMAATSKAP

(1) In die sesde reël van subklousule (1) vervang die uitdrukking "binne 12 maande" deur die uitdrukking "binne 18 maande".

(2) In die tweede reël van subklousule (2) vervang die uitdrukking "binne 12 maande" deur die uitdrukking "binne 18 maande".

7. KLOUSULE 5: BYDRAES

Voeg die volgende nuwe subklousule (9) in:

"(9) In die geval waar die Raad enige onkoste aangaan of verplig word om enige invorderingskoste te betaal as gevolg van die versuim van die werkgever om enige betaling op of voor die keurdatum te maak, is die werkgever aanspreeklik om onverwyld alle sodanige koste van watter aard ook al soos tussen prokureur en kliënt en enige invorderingskoste te betaal."

Namens die partye op hede die 14de dag van April 1992 te Johannesburg onderteken.

J. DE W. TROTSKIE,
Voorsitter.

W. P. COETZEE,
Lid.

D. G. LEVY,
Hoofsekretaris.

(iv) with effect from the date of coming into operation of this Agreement the contributions payable to such domestic scheme by the employee and by the employer shall in each case be not less than six per cent of the pensionable remuneration of such employee.

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(4) Where employers and employees participate in domestic schemes providing provident and/or pension benefits as referred to in subsection (3) above, which at the date of coming into operation of this Agreement do not comply with subsection (3) (iv) above, a period of six weeks shall be allowed to enable compliance with the said subsection, subject to any amendment being retro-active to the date of coming into operation of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force until 4 May 1995 or for such period as the Minister may determine.

3. SPECIAL PROVISIONS

The provisions contained in section 7 of the Agreement published under Government Notice R. 846 of 19 April 1991 (hereinafter referred to as the "former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in sections 3 to 6 (as amended by sections 5, 6 and 7 hereunder) and 8 to 10 of the former Agreement shall apply to employers and employees.

5. SECTION 3: DEFINITIONS

In the fifth line of the definition of "agreement", after the word "thereof", insert the expression "and shall further include any Agreement as defined in the said Act if such Agreement has expired but was operative at the date of coming into operation of this Agreement or became operative after the date of coming into operation of this Agreement;"

6. SECTION 4: MEMBERSHIP

(1) In the sixth line of subsection (1) for the expression "within 12 months" substitute the expression "within 18 months".

(2) In the second line of subsection (2) for the expression "within 12 months" substitute the expression "within 18 months".

7. SECTION 5: CONTRIBUTIONS

Insert the following new subsection (9):

"(9) In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to pay forthwith all such costs of whatever nature between attorney and client and all such collection commission."

Signed at Johannesburg, for and on behalf of the parties, this 14th day of April 1992.

J. DE W. TROTSKIE,
Chairman.

W. P. COETZEE,
Member.

D. G. LEVY,
General Secretary.

No. R. 1683

19 Junie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBEL- EN BEDDEGOEDNYWERHEID: TRANSVAAL: VERLENGING VAN HOOFOOREENKOMS

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 Goewermmentskennisgewings R. 3041 van 4 Januarie 1991, R. 1418 van 21 Junie 1991, R. 2662 van 8 November 1991 en R. 2795 van 22 November 1991, met 'n verdere tydperk wat op 31 Desember 1992 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 1684

19 Junie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIJSE NYWERHEID, NATAL: WYSIGING VAN PENSIOENFONDSE 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 (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 1996 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangaan 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 Desember 1996 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 ELEKTROTEGNIJSE NYWERHEID (NATAL)****PENSIOENFONDSE****OOREENKOMS**

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

Electrical Contractors' Association (South Africa)

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

No. R. 1683

19 June 1992

LABOUR RELATIONS ACT, 1956

FURNITURE AND BEDDING MANUFACTURING INDUSTRY: 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 R. 3041 of 4 January 1991, R. 1418 of 21 June 1991, R. 2662 of 8 November 1991 and R. 2795 of 22 November 1991, by a further period ending 31 December 1992.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 1684

19 June 1992

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY—NATAL: AMENDMENT OF PENSION FUNDS AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1996, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1996, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)****PENSION FUNDS****AGREEMENT**

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

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

en die

Metal and Electrical Workers' Union of South Africa

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal).

van die Ooreenkoms, gepubliseer by Goewermentskennisgewing R. 2776 van 22 November 1991 tot wysiging (hierna die "herbekragtigingsooreenkoms" genoem),

soos verleng by Goewermentskennisgewing R. 3038 van 13 Desember 1991.

DEEL I**1. TOEPASSINGSBESTEK**

(1) Hierdie Ooreenkoms moet nagekom word deur werkgewers en hulle werknemers in die Elektrotegniese Nywerheid (Natal) —

(a) wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is; en

(b) wat betrokke is by of in diens is in die Nywerheid in die provinsie Natal, uitgesonderd enige gedeeltes van daardie gebied wat binne die selfregerende gebied KwaZulu val.

(2) Ondanks subklousule (1) is die Ooreenkoms van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is nie met die Wet op Mannekragopleiding, 1981, of met voorwaardes of kennisgewings wat daarkragtens voorgeskryf of bestel is.

2. SPESIALE BEPALINGS

Die bepalinge soos vervat in klousule 4 van Deel I van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2631 van 24 Desember 1980, soos gewysig en herbekragtig is deur Goewermentskennisgewings R. 297 van 19 Februarie 1982, R. 2145 van 30 September 1983, R. 993 van 23 Mei 1986, R. 2358 van 14 November 1986 en R. 2776 van 22 November 1991 (hierna die "Vorige Ooreenkoms" genoem), soos van tyd tot tyd verder verleng, hernieu, gewysig of herbekragtig is van toepassing op sowel werkgewers as werknemers.

3. ALGEMENE BEPALINGS

Die bepalinge soos vervat in klousule 3 en klousules 5 tot 7 van Deel I, soos verder verleng, hernieu, gewysig of herbekragtig van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

DEEL II**4. KLOUSULE 3: BYDRAES**

Vervang subklousule (1) deur die volgende:

"(1) Die Raad moet die weeklikse bedrag bepaal wat aan die Pensioenfonds betaalbaar is ten opsigte van elke werknemerkategorie, en elke werkgewer daarvan verwittig. Die bedrag moet bereken word op ondergenoemde persentasie van die voorgeskrewe loon wat kragtens die Hofooreenkoms betaalbaar is, bereken tot die naaste 10c daarna:

Bydraes op persentasie van voorgeskrewe weekloon: Vanaf die datum van inwerkingtreding van die ooreenkoms	
%	%
14	15

Met betrekking tot arbeiders en Elkonops 1 moet die Raad tydens die eerste 13 diensweke in die Nywerheid die weeklikse bedrag betaalbaar met betrekking tot die sterftevoordelededekking vasstel en elke werkgewer daarvan verwittig."

South African Electrical Workers' Association

and the

Metal and Electrical Workers' Union of South Africa

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

being the parties to the Industrial Council for the Electrical Industry (Natal),

to amend the Agreement published under Government Notice R. 2776 of 22 November 1991 (hereinafter referred to as the "re-enacting agreement"),

as extended by Government Notice R. 3038 of 13 December 1991.

PART I

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1. SCOPE OF APPLICATION

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

(a) who are members of the employers' organisation and the trade unions, respectively; and

(b) who are engaged or employed in the industry in the Province of Natal, excluding any portions of that area falling within the self-governing territory of KwaZulu.

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

2. SPECIAL PROVISIONS

The provisions of clause 4 of Part I of the Agreement published under Government Notice R. 2631 of 24 December 1980, as amended and re-enacted by Government Notices R. 297 of 19 February 1982, R. 2145 of 30 September 1983, R. 993 of 23 May 1986, R. 2358 of 14 November 1986 and R. 2776 of 22 November 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.

3. GENERAL PROVISIONS

The provisions contained in clause 3 and clauses 5 to 7 of Part I, as further extended, renewed, amended or re-enacted from time to time shall apply to employers and employees.

PART II**4. CLAUSE 3: CONTRIBUTIONS**

Substitute the following for subclause (1):

"(1) The Council shall determine and advise every employer of the weekly amount payable to the Pension Fund in respect of each category of employee, which amount shall be calculated at the undermentioned percentage of the prescribed wage payable in terms of the Main Agreement, taken to the next higher 10c:

Contributions at percentage of prescribed weekly wage: From the date of coming into operation of the agreement	
%	%
14	15

In respect of labourers and Elkonops 1 in the first 13 weeks of service in the industry, the Council shall determine and advise every employer of the weekly amount payable in respect of the death benefit cover."

Soos gemagtig, vir en namens die partye by die Raad, op die 3de dag van Desember 1991 te Durban onderteken.

B. CARR,

Voorsitter van die Raad.

T. EVANS,

Ondervoorsitter van die Raad.

L. A. DICKASON,

Sekretaris van die Raad.

No. R. 1685

19 Junie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, TRANSVAAL: WYSIGING VAN FONDSOOREENKOMS

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 30 Desember 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 30 Desember 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.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)

FONDSOOREENKOMS

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

Transvaal Clothing Manufacturers' Association

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

South African Clothing and Textile Workers' Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Transvaal),

tot wysiging van die Fondsooreenkoms gepubliseer by Goewermenskennisgewing R. 3150 van 24 Desember 1991, soos hernieu by Goewermenskennisgewings Nos. R. 243 van 10 Januarie 1992 en R. 1065 van 16 April 1992.

Signed at Durban as authorised, for and on behalf of the parties this 3rd day of December 1991.

B. CARR,

Chairman of the Council.

T. EVANS,

Vice-Chairman of the Council.

L. A. DICKASON,

Secretary of the Council.

No. R. 1685

19 June 1992

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL: AMENDMENT OF FUND AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 December 1992, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a) shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 December 1992, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

FUND AGREEMENT

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

Transvaal Clothing Manufacturers' Association

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

South African Clothing and Textile Workers' Union

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

to amend the Fund Agreement published under Government Notice R. 3150 of 24 December 1991, as amended by Government Notices Nos. R. 243 of 10 January 1992 and R. 1065 of 16 April 1992.

Union breakthrough on job security

IN A breakthrough for job security, the tyre and rubber industry has agreed to extend its moratorium on retrenchments for another year.

But Numsa still plans to ballot its tyre and rubber members on strike action — together with auto, motor and metal and engineering workers.

In response to Numsa's demands for a job moratorium, employers in both the auto and metal sectors have made offers to create funds to retrain retrenched workers.

Seifsa said it was prepared to establish a jointly funded trust, increase severance payments to retrenched workers and amend security of employment provisions

DIRK HARTFORD

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to avoid or limit retrenchments.

The parties in all sectors remain far apart in wage negotiations, while Numsa's demand for guaranteed job security is still on the table in the auto, motor and metal and engineering sectors. A Seifsa spokesman said the chances of a settlement before the end of June were remote.

■ The NUM has handed a profit-sharing proposal to the Chamber of Mines, which said it would respond this week. The chamber has increased its offer for gold mines from 4% to 5%. The offer for coal mines ranges from 7% to 12%.

6/10 day 22/6/92

40 000

STAN 23/6/92

march, hand over demands

Staff Reporters

About 40 000 singing, toyi-toying members of the National Union of Metalworkers of SA (Numsa) yesterday marched through downtown Johannesburg to demand higher wages and improved working conditions.

Led by SACP general-secretary Chris Hani, the marchers who carried anti-Government placards and ANC and Numsa banners, delivered memoranda to the Steel and Engineering Industries Federation of SA, the Department of Manpower and the Motor Industries Federation offices with demands, including:

- A 20 percent increase across the board and a moratorium on retrenchments.
- That Iscor close KwaMadala hostel, whose inmates they have linked to last week's massacre of residents in Boipatong and Slovo Park.
- A "living" wage and a reduction in basic food prices.

The march formed part of the ANC's mass action campaign for an interim government.

If employers failed to meet the workers' demands, the 230 000-strong Numsa would soon hold a strike ballot and decide on "action", warned general-secretary Moses Mayekiso, adding that wage talks with employers had reached a deadlock.

"Numsa wishes to assert that we have accepted the challenge of the metal bosses in their intransigence to accede to our reasonable demands. We want to say that with today's march the matter now is in the hands of the actual producers, those who create the marvels with their labour power but are forced to live in hovels," said Numsa in a statement.

● ANC, Inkatha wrangle over unionists' meeting — Page 11

Numsa plans second march in support of pay demands

DIRK HARTFORD

TENS of thousands of metal, engineering, textile and railway workers will again take to the streets of Johannesburg today following yesterday's marches.

The National Union of Metalworkers of SA (Numsa) claims about 40 000 workers took part in yesterday's march in the city. The workers were mainly Numsa members from the Witwatersrand region. Independent observers said the march was "very big", but not as big as 40 000.

A Numsa spokesman said all workers in the Vaal triangle would embark on an indefinite strike until demands concerning violence in the area were met.

A Cosatu spokesman said the federation would make an announcement about action today.

The spokesman said there was token support from other Numsa regions in the Transvaal, as well as from various Cosatu affiliates.

He denied reports that the workers were planning to march again next week and said Numsa's NEC this weekend would make a final decision about a national strike in the motor, metal and tyre and rubber sectors.

Yesterday's march was the first step in a programme to mobilise members for a national strike which would take place in mid-July if approved by Numsa's NEC.

Meanwhile, a SA Railway and Harbour Workers' Union (Sarhwi) spokesman confirmed members would march on Transnet's offices tomorrow to hand over a list of demands relating to this year's wage negotiations.

He said "if wishes were horses" there would be 40 000 workers on today's march. Sarhwi has about 40 000 members in the region.

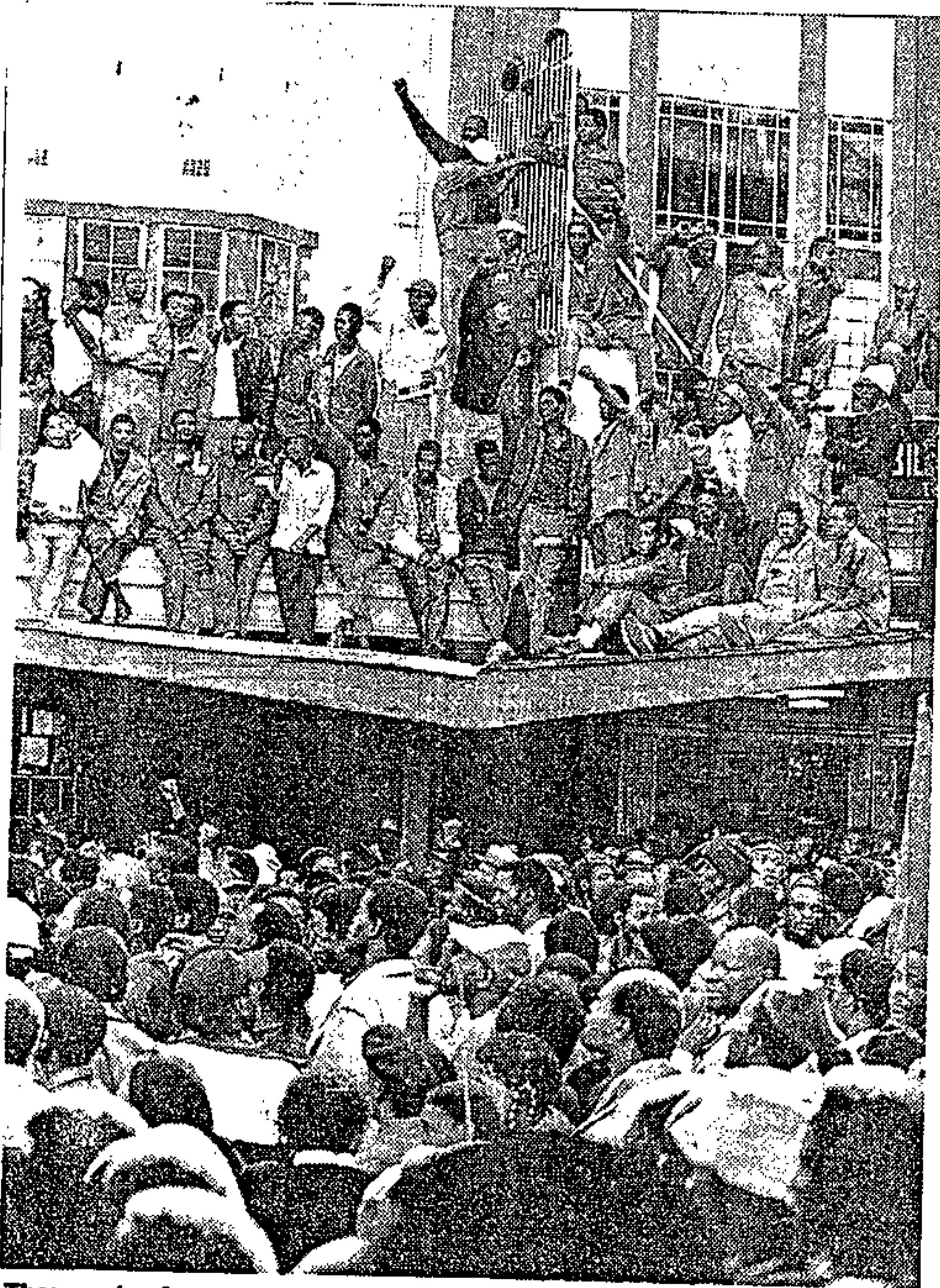
The SA Clothing and Textile Workers Union (Sactwu) said it expected 10 000 workers to support its march on the Transvaal Clothing Manufacturers' Association's offices at lunchtime today.

This follows last week's marches in Durban and Cape Town, which were supported by 40 000 and 30 000 Sactwu members respectively. Sactwu represented 93% of the industry's workforce, the highest membership in any industrial sector.

The parties in clothing industry negotiations have been unable to reach agreement on wages, annual bonus, provident fund and wage parity between regions.

A national wage strike by members of the Food and Allied Workers' Union began yesterday at Simba.

Negotiations at Toyota will be resumed today.



Thousands of members of the National Union of Metalworkers of SA took to the streets of Johannesburg yesterday as part of a programme of action designed to culminate in a national strike next month. Picture: ROBERT BOTHA

Workers march for higher wages

Staff Reporter
and Sapa

Thousands of South African Railways and Harbours Workers Union (Sarhwu) members marched on the Transnet offices in Parktown, Johannesburg, yesterday to back up the union's wage demands.

The march — and a similar protest yesterday by thousands of textile and clothing workers in central Johannesburg — followed Monday's protest by members of the National Union of Metalworkers of SA.

All three protests were in support of the ANC's mass action campaign.

Led by the the SACP's Essop Pahad and Sarhwu regional officials, the railway employees swamped the road and pavements outside Transnet Park in Hillside Road while a list of demands was handed to Transnet officials.

Sarhwu's demands included a R1 500 minimum wage plus a 40 percent across-the-board increase, a moratorium on redundancies, the reinstatement of 25 dismissed workers and an end to job reservation.

Heavily armed policemen monitored proceedings from Empire and Girton roads. Traffic flow had to be diverted

as the large crowd marched back peacefully to the starting point in Joubert Park. Pedestrians joined in, swelling the crowd to about 15 000.

Transnet assistant general manager, human resources, Vic van Vuuren said 7 602 Transnet workers had stayed away from work in the southern Transvaal, of whom about 3 500 had taken part in the Parktown protest.

At the other end of town, about 10 000 SA Clothing and Textile Workers' Union (Sactwu) members marched on the offices of the Transvaal Clothing Manufacturers' Association in Pritchard Street to present a memorandum demanding a living wage.

The marchers, mainly women, braced icy winds to sing and toyi-toyi in the demonstration.

This followed similar marches in Cape Town and Durban last week.

Sactwu members in the Transvaal are demanding a R28-a-week wage increase or a 14 percent salary increase; a one-week annual bonus, and a 2 percent contribution to a provident fund to be introduced in January.

Sactwu will meet employers within two weeks in an effort to break the current deadlock.

SA faces two-pronged mass action campaign

By IKE MOTSAPI

SOUTH Africa is at present faced with a massive two-pronged mass action programme which is escalating by the day... on the labour and political fronts.

While trade union movements demand that employers pay their members "living wages," better working conditions, and a moratorium on retrenchments, these requests have been linked to the mass action campaign called by the African National Congress and its tripartite alliance.

This trend seems to be growing as unions affiliated to the Congress of South African Trade Unions and the National Council of Trade Unions engage in battles with employers for better wages and working conditions.

Unlike the ANC, the Pan African Congress has declined to take part in mass action campaigns to break the deadlock at Codesa because they do not recognise the body.

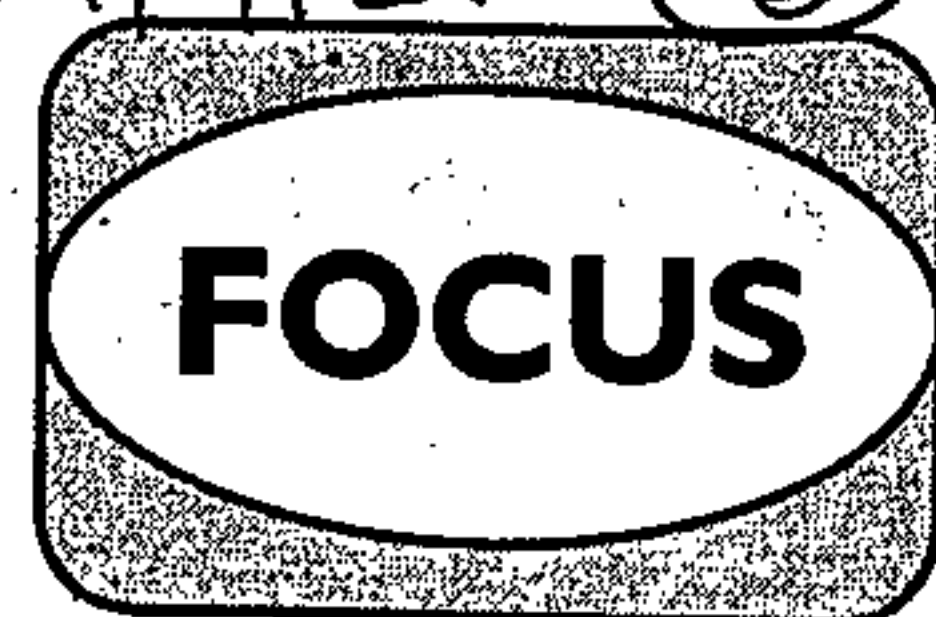
However, there is talk that Nactu trade unions are likely to join hands with Cosatu in fighting the bosses for better salaries and working conditions for workers.

This unified industrial action is seen as an attempt to show the employers that workers are serious in demanding a fair deal for themselves.

This unity will be greatly focused on the metal industry with a threatened national general strike scheduled to start on August 1.

On June 30 workers in the metal industry affiliated to the National Union of Metalworkers of South Africa have been asked to start forming strike action committees.

The campaign by the tripartite alliance is for the total abolition of apartheid laws, the establishment



of an interim government and an elected constituent assembly which will see the removal of the present Government from the position of power.

The trade unions, together with the ANC and the South African Communist Party have linked up in a mass action campaign they describe as "Operation Exit".

While the ANC and its allies have not yet started in earnest with their campaigns which were launched on June 16, trade union movements have already started to embark on daily mass demonstrations throughout the country.

Since the end of May this year when the ANC announced its campaign to break the deadlock that resulted after the failure of Codesa 2, Cosatu, although having a different programme of action on labour issues, agreed to link up with the organisation during protest marches for political demands.

The ANC's campaign will start in earnest on July 1. This will be preceded by a huge countrywide mass demonstration by more than 1,3 million Cosatu members in support of strike action by workers belonging to Numsa, the Paper, Printing, Wood and Allied Workers Union and the National Education, Health and Allied Workers Union and others next Monday.

The march, which it is said will be one of the biggest ever to be witnessed in the country so far, is regarded as the start of the real mass action campaign against the intransigent bosses at the workplace and

the Government.

Mr Rob Rees, national organiser of Ppwawu, said: "It is clear that workers will not be treated as pawns to be replaced and shifted around at workplaces as management deems it fit."

"Workers are going to fight back fiercely around their needs and their demands. They want the right to determine their future."

"It is also clear that these workers' actions are going to fuel the mass action campaign of the ANC, which we support."

"Ppwawu is fully committed to the demand for an interim government and a constituent assembly made up of delegates democratically elected and fighting for 'the needs and demands of the rank and file,'" Rees said.

He said Ppwawu is presently engaged in what he described as a "bitter battle" with Sappi on two issues.

He said: "Firstly that there should be a moratorium on retrenchments and secondly that Sappi commit itself to an industry bargaining forum. They have so far refused and more than 2 000 of our members have been retrenched."

The main demands by trade unions are:

- Better wages.
- Better working conditions.
- A moratorium on retrenchments and;
- No more job losses.

Mr Tony Ruiters, regional secretary of Numsa, after delivering memoranda to the employer body, the Steel and Engineering Industries Federation of South Africa regional minister of the Department of Manpower and the National Industrial Council for the Motor Industry, said: "This action shows our anger and determination to fight, using our power as workers, if negotiations are not concluded fairly and speedily."

"We will no longer tolerate delays and sufferings of metalworkers whether inside or outside of the main agreement."

"We are all the same workers suffering from high food prices, high transport prices, high rents and electricity. Delays cause hardship," Ruiters said.

Employers have adopted a no work no pay policy on days of marches.

However, this has not dampened the spirit and determination of the unions, who like the ANC and its allies, believe their actions will result in victory in the end.

It is clear that workers will not be treated as pawns to be replaced and shifted around at workplaces as management deems it fit.

Workers back on the streets for more pay

TENS of thousands of workers yesterday took to Johannesburg's streets for the second consecutive day to demand an increase in wages.

The protests also formed part of the ANC's mass action campaign to bring about an interim government.

About 15 000 chanting members of the SA Railway and Harbours Workers' Union (Sarhwu) marched from Plein Steet to Transnet's offices in Parktown and handed over a list of wage demands.

At the other end of town, about 10 000 ululating SA Clothing and Textile Workers' Union (Sactwu) marched on the Transvaal Clothing Manufacturers' Association in Pritchard Street to present a memorandum including demands for a living wage.

Both demonstrations went off peacefully, with heavily armed uniformed police monitoring proceedings and traffic policemen diverting traffic.

The Sarhwu march was led by the SA Communist Party's Essop Pahad. SACP and ANC colours and banners were on display.

The railway workers are demanding a R1 500 minimum wage plus a 40% across-the-board increase; a moratorium on redundancies; the unconditional reinstatement of 25 dismissed workers; and a stop to job reservation.

The negotiating partners in the clothing industry have been unable to agree on wage increases, annual bonus, a provident fund and wage parity between regions.

Sactwu said it would meet employers to break the deadlock within the next two weeks. A strike ballot was on the cards if no settlement was reached, the union said. — Sapa.

Make or break week for metal pay talks

(355)

W/Mail 19/6-25/6/92.

Negotiations in the embattled metal, auto, motor and tyre industries have reached a crucial stage, reports

FERIAL HAFFAJEE

DISPUTES and retrenchments are the order of the day at wage talks in the metal and tyre industries as the recession continues to batter these key sectors.

The National Union of Metalworkers of South Africa also threatened to declare disputes in the automobile and motor industries. Numsa called this week the "make or break phase of negotiations" and threatened to go on strike if no progress is made.

Most negotiations have to be concluded by the end of June when agreements in three industries expire.

Negotiations hinge on the union's principal and controversial demand for a moratorium on retrenchments, but employers in all sectors are hard-pressed to accede to this demand.

Last week employers and unions in the metal industry conceded some ground in the search for a settlement. Employers increased their wage offer from 6,4 percent to eight percent while Numsa decreased its demand from 42,6 percent to 20 percent or R1,50 an hour, whichever is the greater.

The National Council of Trade Unions affiliate, the Metal, Electrical and Allied Workers' Union of South

Little reward for five-star service

Weekly Mail Reporter **SERVICE** with a smile — just like it is in the TV ad — is the name of the game for petrol pump attendants Lucas Mokone and Daniel Pule. They both work at a busy Caltex garage in the heart of Johannesburg.

Both Pule and Mokone think it's very important to keep customers happy, but their conditions of employment make smiling difficult sometimes.

"They earn R448 a month for a seven day week (and tipping is rare), working each day from 7am to 6pm or 1pm to 8.30pm. Lunch breaks are

a luxury they don't enjoy and pension funds a benefit they have not heard of. Mokone has been working at the same garage for nine years. As a senior he gets the same wage as a new recruit with five day's training.

Petrol pump attendants are the National Union of Metalworkers' lowest-paid workers, falling under the motor industry sector of the union's membership.

"We spoke with our manager a few times. We told him the salary was not enough to live," said Pule, opening his large hands. "He said it's the law of the motor industry."

Africa is also demanding a 20 percent increase (down from 27,7 percent).

While wage moves are crucial, other developments stole the day at last week's meeting. The employer body, the Steel and Engineering Industries Federation of South Africa (Seifsa) agreed to consider job saving alternatives like wage reduction, job sharing and unpaid leave.

The employers also tabled a code of conduct to prevent unfair discrimination in the industry, conceding in part to a long-standing Numsa demand.

The sophisticated negotiations net-work in the metal industry bodes well for a settlement but agreement in the



Daniel Pule

sideration.

Vic Fourie, a representative of the SA Motor Industries Employers Association (Samiea) however, says substantive negotiations are impossible until the union addresses key productivity issues challenging the "distressed" industry.

These include an agreement on flexible trading hours in an attempt to boost business "like keeping repair shops open until six on Saturdays", says Fourie.

Numsa is also in dispute with the New Tyre Manufacturers Association where employers face the removal of import control regulations in

December and are adamant that they will not renew the moratorium on retrenchments beyond December.

Tyre manufacturers hold out little hope for inflation-busting increases this year, but employers agreed to a five percent increase in maternity pay.

Numsa proposed that all parties in the new tyre industry come to an indaba to hammer out a business plan for the industry, but the idea has met with cold refusal by the employers.

In an industry where productivity needs a complete overhaul — imported tyres cost 30 percent less than locally produced tyres — Numsa is adamant that "job security is fundamental to the productivity and viability of the industry". The negotiations are being played out against a backdrop of spiralling retrenchments: 13 000 jobs have been lost in the metal industry since the beginning of the year, 7 000 of these since the start of negotiations in March. The union has also been notified of 2 000 retrenchments in the engineering sector at the end of June.

Numsa representative Gavin Hartford says: "Employers are generally resisting any notion of long or short-term job security because they see themselves undertaking restructuring exercises."

The union said the retrenchments were "provocative when job security is a central issue in negotiations".

Uniform retirement age soon law

LEGISLATION in the pipeline could soon see men and women retiring at the same age, industry sources said yesterday.

Already many SA companies are setting a uniform retirement age of 63, the custom in the past being for men to retire at 65 and women at 60.

Alexander Forbes Shepley & Fitchett consulting actuaries senior director John Hayward said: "The reason for the age gap was traditionally to mirror the age gap between a man and his wife so that both could retire at roughly the same

time." (111) (100)

However, changing social trends — such as moves toward equality in the workplace — had closed the gap in retirement age.

SA's re-entry into the world community should cause many companies to assess overseas trends.

It was possible that legislation would be passed in the future to set the same retirement age for both sexes, said Hayward.

Of the 52 companies surveyed in the 1991 Alexander

Forbes major employer survey, 47 showed a uniform retirement age.

Old Mutual assistant GM employee benefits Chris Newell confirmed that many SA companies had equalised the retirement age of their employees.

The SA insurance industry has inherited the trend from the UK and US.

However, many pension schemes were now increasing the range of options open to their members by allowing for flexible retirement dates, Newell said.

Fedlife actuary: employee benefits Philip Hellig said lowering retirement ages had the effect of reducing a country's work force, increasingly a trend in developed states.

Workers occupy company's head office

Binany 25/6/72
MORE than 600 National Bolts workers occupied the company's head office at its Benoni plant yesterday until the company agreed to stop 200 retrenchments scheduled for tomorrow.

Chairman Alan Schlesinger, speaking from the occupied offices last night, said he and MD Dennis Dedwith expected to spend the night there.

He said there were still about 70 workers inside the offices and about 200 outside.

Besides "minor damage" to property, the occupation had been peaceful.

Schlesinger said the occupation was unlawful and unprocedural.

Numsa regional secretary Bethuel Maserumule confirmed that the company had brought an urgent interdict against the

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union to stop the occupation but workers had decided to ignore any interdict.

Maserumule said there were two other factory occupations yesterday, but this could not be confirmed. He said US subsidiary Tim-Chem was occupied after workers were dismissed for taking part in Monday's march through Johannesburg.

Maserumule said the companies' refusal to negotiate alternatives — like short-time and no overtime — was "characteristic of the intransigence of the ruling class".

Schlesinger said there had been negotiations on the issue for a month. The alternatives posed were not viable as the company was fighting for its survival.

25/6/72
DIRK HARTFORD

Sanlam calls for standard retirement fund

By Dan 26/10/92

MICK ELLINGHAM

SANLAM has called for the introduction of one standard retirement fund in SA, with uniform requirements and benefits for all.

Sanlam group benefits GM Francois Marais said yesterday: "The unproductive, artificial and sometimes discriminatory distinction between pension and provident funds should be eliminated."

He said in terms of legislation the main differences between pension funds and provident funds were:

- ☐ Member contributions to a pension fund were tax-deductible up to 7,5% of salary, while contributions to a provident fund offered no tax relief;
- ☐ At retirement, one-third of the benefits from a pension fund could be

taken in cash — while the rest had to be paid as a pension. On the other hand, the full benefit of provident funds could be taken in cash.

"At the moment, many companies offer more than one fund for different employees, because trade unions in particular prefer provident funds. Accusations of discrimination could arise in future, since factors such as benefits, member contributions and tax relief differ between funds.

"The fact that contributions to provident funds offer no tax relief, can be viewed as discrimination against the members of provident funds, which are the mode of provision for retirement most favoured by

trade union members," Marais said.

He suggested that parity between the funds could be attained by:

- ☐ Scrapping the names of "pension fund" and "provident fund" and replacing them with a general name such as "retirement fund";
- ☐ Affording all members of the new retirement funds the same tax relief as that which applied to contributions from pension fund members, namely 7,5% of salary; (355) (45)
- ☐ Eliminating the differences in the payment of benefits by allowing the full benefit up to a certain limit — for instance R100 000 — to be taken in cash. One-third of the benefits over this amount could be taken in cash, with a pension being compulsory for the remaining amount.

No. R. 1710

26 Junie 1992

WET OP MANNEKRAGOPLEIDING, 1981

MOTORNYWERHEID OPLEIDINGSRAAD: WYSIG-
ING VAN LEERVOORWAARDES

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, handelende kragtens artikel 13 van die Wet op Mannekragopleiding, 1981, wysig hierby met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, Goewermentskennisgewing No. R. 1461 van 16 Julie 1982, soos gewysig by Goewermentskennisgewings Nos. R. 252 van 11 Februarie 1983, R. 1696 van 10 Augustus 1984, R. 730 van 4 April 1985, R. 1271 van 12 Junie 1987, R. 2528 van 15 Desember 1988, R. 2520 van 17 November 1989 en R. 1237 van 30 Mei 1991, deur klousule 3 van die Leervooraardes deur die volgende te vervang:

"3. Lone

(1) 'n Werkgewer moet 'n vakleerling weekliks besoldig teen minstens die skale hieronder uiteengesit:

(a) In driejaarambagte:

Eerstejaar.....	R203,85
Tweedejaar.....	R252,45
Derdejaar.....	R310,50

(b) In vierjaarambagte:

Eerstejaar.....	R203,85
Tweedejaar.....	R223,20
Derdejaar.....	R252,45
Vierdejaar.....	R310,50:

Met dien verstande dat 'n vakleerling wie se leertyd ingevolge klousule 8 (2) (c) verleng is, met ingang van die dag na die datum waarop die derde of vierde jaar van sy leertyd, na gelang van die geval, verstryk het, minstens R310,50 per week betaal moet word."

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

No. R. 1711

26 Junie 1992

WET OP MANNEKRAGOPLEIDING, 1981

OPLEIDINGSRAAD VIR ESKOM EN VERWANTE
NYWERHEDE: WYSIGING VAN LEERVOOR-
WAARDES

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, handelende kragtens artikel 13 (3) van die Wet op Mannekragopleiding, 1981, wysig hierby, met ingang van die datum van hierdie kennisgewing, Goewermentskennisgewing No. R. 2879 van 7 Desember 1990, deur klousule 5.3 van die Leervooraardes deur die volgende klousule te vervang:

"5.3 'n Vakleerling wat reeds sy militêre opleiding deurloop het, sal 'n salarisaanpassing van vyf (5) persent van die toepaslike bevoegdheidsvlak ontvang bo die persentasies hierbo vermeld."

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

No. R. 1710

26 June 1992

MANPOWER TRAINING ACT, 1981

MOTOR INDUSTRY TRAINING BOARD: AMEND-
MENT OF CONDITIONS OF APPRENTICESHIP

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, acting in terms of section 13 of the Manpower Training Act, 1981, hereby amend, with effect from the second Monday after the date of publication of this notice, Government Notice No. R. 1461 of 16 July 1982, as amended by Government Notices Nos. R. 252 of 11 February 1983, R. 1696 of 10 August 1984, R. 730 of 4 April 1985, R. 1271 of 12 June 1987, R. 2528 of 15 December 1988, R. 2520 of 17 November 1989 and R. 1237 of 30 May 1991, by the substitution for clause 3 of the Conditions of Apprenticeship of the following:

"3. Wages

(1) An employer shall remunerate an apprentice weekly at not less than the rates specified below:

(a) In the three-year trades:

First year.....	R203,85
Second year.....	R252,45
Third year.....	R310,50

(b) In four-year trades:

First year.....	R203,85
Second year.....	R223,20
Third year.....	R252,45
Fourth year.....	R310,50:

Provided that an apprentice whose period of apprenticeship has been extended in terms of clause 8 (2) (c) shall, with effect from the day following the date of termination of his third or fourth year of apprenticeship, as the case may be, be paid not less than R310,50 per week."

G. M. E. CARELSE,

Deputy Minister of Manpower.

No. R. 1711

26 June 1992

MANPOWER TRAINING ACT, 1981

ESKOM AND ALLIED INDUSTRIES TRAINING
BOARD: AMENDMENT OF CONDITIONS OF
APPRENTICESHIP

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, acting in terms of section 13 (3) of the Manpower Training Act, 1981, hereby amend, with effect from the date of publication of this notice, Government Notice No. R. 2879 of 7 December 1990, by the substitution for clause 5.3 of the conditions of apprenticeship of the following clause:

"5.3 An apprentice who has completed his military training shall receive a wage adjustment of five (5) per cent of the appropriate level of competency over and above the percentages mentioned above."

G. M. E. CARELSE,

Deputy Minister of Manpower.

No. R. 1745

26 Junie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

HOEDENYWERHEID, KAAP: HERBEKRAGTIGING
VAN VOORSORGFONDSOOREENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1996 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 3 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1996 eindig, bindend is vir alle ander werkgewers en 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 HOEDENYWERHEID
(KAAP)

OOREENKOMS

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

Millinery Association (Cape)

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

South African Clothing and Textile Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Hoedenywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Hoedenywerheid nagekom word—

(1) deur alle werkgewers wat lede van die werkgewersorganisasie is en die werknemers wat lede van die vakvereniging is;

(2) in die landdrosdistrikte Die Kaap en Wynberg, in die gedeeltes van die landdrosdistrikte, Bellville en Somerset-Wes wat voor 9 Maart 1973 (Goewermentskennisgewing 173 van 9 Februarie 1973) binne die landdrosdistrikte Die Kaap en Wynberg geval het, en in enige gedeelte van die landdros-

No. R. 1745

26 June 1992

LABOUR RELATIONS ACT, 1956

MILLINERY INDUSTRY, CAPE: RE-ENACTMENT OF
PROVIDENT FUND AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1996, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1996 upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY
(CAPE)

AGREEMENT

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

Millinery Association (Cape)

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

South African Clothing and Textile Workers' Union

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

being the parties to the Industrial Council for the Millinery Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Millinery Industry—

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

(2) in the Magisterial Districts of The Cape and Wynberg, in those portions of the Magisterial Districts of Bellville and Somerset West which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial Districts of The Cape and Wynberg and in any portion of

distrik Goodwood wat voor die publikasie van Goewermentskennisgewing 723 van 26 April 1974 binne die landdrostdistrik Bellville maar voor 9 Maart 1973 (Goewermentskennisgewing 173 van 9 Februarie 1973) binne die landdrostdistrik Wynberg geval het, maar uitgesonderd die gedeelte van die landdrostdistrik Die Kaap wat voor die publikasie van Goewermentskennisgewing 1559 van 24 Oktober 1958 binne die landdrostdistrik Wynberg geval het.

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 31 Desember 1996 of vir die tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalinge soos vervat in klousules 1 (a) en 16 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1517 van 3 September 1971, soos verleng, hiernieu of gewysig van tyd tot tyd (hierna die "Vorige Ooreenkoms" genoem), is van toepassing op sowel werkgewers as werknemers.

4. ALGEMENE BEPALINGS

Die bepalinge soos vervat in klousules 1 (b), 2, 3 tot 15, 17 en 18 van die Vorige Ooreenkoms soos verder verleng, hiernieu of gewysig van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

5. KLOUSULE 6 VAN DIE VORIGE OOREENKOMS: BYDRAES

In subklousule (1), vervang die bedrag "40c" met die bedrag "R1,00".

6. KLOUSULE 7 VAN DIE VORIGE OOREENKOMS: FINANSIES

Vervang subklousule (3) deur die volgende:

"(3) Die Raad moet toesien dat volledige en juiste rekeninge van die Fonds gehou word en moet een keer per jaar rekeninge laat opstel vir die jaar eindigende 31 Desember elke jaar van al die inkomste en uitgawes van die Fonds, asook 'n staat wat die bates en laste van die Fonds toon.

Elke sodanige rekening en staat moet deur 'n openbare rekenmeester gesertifiseer en deur die Voorsitter van die Raad medeonderteken word en moet binne drie maande na die einde van die tydperk waarop dit betrekking het, aan die Direkteur-generaal van die Departement van Mannekrag gestuur word tesame met enige verslag daarvoor deur genoemde openbare rekenmeester. 'n Afskrif van die jaarlikse rekeninge en balansstaat moet ter insae vir bydraes tot die Fonds beskikbaar wees."

7. KLOUSULE 9 VAN DIE VORIGE OOREENKOMS: BEDRAG VAN BYSTAND

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

"(1) *Uitdienstredingsbystand*: Die bystand betaalbaar aan 'n bydraer wie se diens in die Nywerheid beëindig word om enige rede uitgesonderd aftreding by bereiking van die af-tree-ouderdom of weens liggaamlike onvermoë om aan te hou werk in die Hoedenywerheid in die gebied vermeld in klousule 1 van die Ooreenkoms, welke onvermoë tot tevredenheid van die Komitee bewys is ooreenkomstig subklousule (3), of weens sy dood, moet gelyk wees aan die bedrag van die bydraer se eie bydraes plus 5 persent daarvan vir elke voltooide jaar van lidmaatskap tot 'n maksimum lidmaatskap van 20 jaar.

the Magisterial District of Goodwood which, prior to the publication of Government Notice 723 of 26 April 1974, fell within the Magisterial District of Bellville but which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial District of Wynberg, but excluding that portion of the Magisterial District of The Cape which, prior to the publication of Government Notice 1559 of 24 October 1958, fell within the Magisterial District of Wynberg.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in force for the period ending 31 December 1996 or for such period as may be determined by him.

3. SPECIAL PROVISIONS

The provisions of clauses 1 (a) and 16 of the Agreement published under Government Notice R. 1517 of 3 September 1971, as extended, renewed or amended from time to time, (hereinafter referred to as the "Former Agreement"), shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 1 (b), 2, 3 to 15, 17 and 18 of the Former Agreement, as further extended, renewed or amended from time to time, shall apply to employers and employees.

5. CLAUSE 6 OF THE FORMER AGREEMENT: CONTRIBUTIONS

In subclause (1), substitute the figure "R1,00" for the figure "40c".

6. CLAUSE 7 OF THE FORMER AGREEMENT: FINANCE

Substitute the following for subclause (3):

"(3) The Council shall cause full and true accounts of the Fund to be kept and shall cause to be prepared an annual account for the year ending 31 December of each year of all the revenue and expenditure of the Fund, and a statement showing its assets and liabilities.

Such account and statement shall be certified by a public accountant and countersigned by the Chairman of the Council and shall within three months of the period to which it relates, be transmitted to the Director-General of the Department of Manpower together with any report made thereon by the said public accountant. A copy of the annual accounts and balance sheet shall be available for inspection by contributors to the Fund;"

7. CLAUSE 9 OF THE FORMER AGREEMENT: AMOUNT OF BENEFITS

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

"(1) *Withdrawal benefit*: The benefit payable to a contributor whose employment in the Industry terminates for any reason other than retirement on reaching the retiral age or on account of his physical incapacity to continue to work in the Millinery Industry within the area specified in clause 1 of the Agreement, established to the satisfaction of the Committee in accordance with the provisions of subclause (3), or on account of his death shall be equal to the amount of the contributor's own contributions plus 5 per cent thereof in respect of each completed year of membership, subject to a maximum of 20 years membership.

Met dien verstande dat waar 'n bydraer ten minste vyf jaar lank 'n bydraer was, die uitdienstredingsbystand, soos hierbo uitgewerk, verhoog word met vyf persent daarvan ten opsigte van elke voltooide jaar van lidmaatskap waarmee vyf jaar oorskry word onderworpe aan 'n maksimum verhoging van 100%".

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

"(2) Aftredingsbystand—

(a) Wanneer die bydraer die ouderdom van 60 jaar bereik, moet die bystand wat aan hom betaal moet word, gelyk wees aan twee maal die bedrag bereken ingevolge subklousule (1).

(b) *Opsionele vroeë aftreding*: Behoudens die geval waar 'n bydraer kragtens subklousule (3), vir 'n bedrag in aanmerking kom en so 'n bedrag wel aan hom betaal word, mag daar te eniger tyd nadat 'n bydraer die ouderdom van 55 jaar bereik het, by die Fonds om aftredingsbystand aansoek gedoen word. Mits die Komitee daarvan oortuig is dat die bydraer nie tot die Nywerheid sal terugkeer nie, kan die Komitee bystand volgens die volgende skaal magtig:

Ouderdom	Bystand
55	Uitdienstredingsbystand + Nul
56	Uitdienstredingsbystand + 20 persent
57	Uitdienstredingsbystand + 40 persent
58	Uitdienstredingsbystand + 60 persent
59	Uitdienstredingsbystand + 80 persent

(c) *Opsionele laat aftreding*: Wanneer 'n bydraer die aftree-ouderdom bereik, maar in diens bly, kan hy kies of hy by diensbeëindiging of by bereiking van die ouderdom van 65 jaar will aftree, en is hy by diensbeëindiging of by bereiking van die ouderdom van 65 jaar geregtig op bystand wat gelyk is aan twee maal die bedrag bereken ingevolge subklousule (1) van hierdie klousule:

Met dien verstande dat die bedrag aldus bereken ingevolge subklousule 2 (a), (b) of (c) nie onderworpe is aan die beperking van 20 jaar of 100 persent in die voorbehoudsbepaling van subklousule (1) bedoel nie."

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

"(4) *Bystand wanneer bydraer te sterwe kom*: Die Bestuurskomitee moet, wanneer bewys van die afsterwe van 'n bydraer voorgelê word, magtiging daartoe verleen—

(a) dat 'n bedrag gelyk aan twee maal die gewone uitdienstredingsbystand waarop die bydraer op die datum van afsterwe ingevolge subklousule (1) geregtig sou wees, betaal word;

(b) dat 'n bykomende bedrag van R1 000 betaal word; en

(c) dat as 'n bydraer se egmaat of kind sterwe, die volgende bystand betaal word:

Bydraer se egmaat	R1 000,00
Bydraer se kind—	
14 jaar of ouer	R1 000,00
6 jaar of ouer maar jonger as 14 jaar	R 500,00
jonger as 6 jaar	R 250,00

Met dien verstande dat wanneer 'n bydraer tot die Nywerheid terugkeer nadat 'n eis ingevolge subklousule (1) (uitdienstredingsbystand) of subklousule (3) (ongeskiktheidsbystand) betaal is, slegs die getal bydraweke na die datum waarop die bydraer tot die Nywerheid teruggekeer het, in ag geneem word om sodanige bykomende bedrag vas te stel:

Voorts met dien verstande dat die bystand in hierdie subklousule bedoel, nie betaalbaar is aan 'n lid of sy afhanklikes, na gelang van die geval, wat voor 15 November 1984, bystand geëis het nie."

(4) Vervang subklousule (7) deur die volgende:

"(7) *Bonusvoordele*: In die geval van 'n bydraer wat in aanmerking kom vir—

(a) 'n gewone aftredingsbystand ingevolge subklousule (2) (a); of

(b) 'n opsionele vroeë aftredingsbystand ingevolge subklousule (2) (b); of

Provided that where a contributor has been a contributor for at least five years the withdrawal benefit, as calculated above, shall be increased by five per cent thereof in respect of each completed year of membership in excess of five years, subject to a maximum increase of 100%."

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

"(2) Retirement benefits—

(a) Where the contributor reaches the age of 60 years, the benefit to be paid to him shall be equal to twice that calculated in terms of subclause (1).

(b) *Optional early retirement*: Except where a contributor qualifies for and is paid an amount in terms of subclause (3), application may be made to the Fund for retirement benefits, at any time after the contributor has reached the age of 55 years. Provided the Committee is satisfied that the contributor will not return to the Industry, the Committee may authorise benefits on the following scale:

Age	Benefits
55	Withdrawal benefit + Nil
56	Withdrawal benefit + 20 per cent
57	Withdrawal benefit + 40 per cent
58	Withdrawal benefit + 60 per cent
59	Withdrawal benefit + 80 per cent

(c) *Optional late retirement*: Where a contributor reaches retiral age, but remains in employment, the contributor may elect to retire on termination of employment or on reaching the age of 65 years, and shall be entitled on termination of employment or on reaching the age of 65 years to a benefit equal to twice that calculated in terms of subclause (1):

Provided that the amount so calculated in terms of subclause (2) (a), (b) or (c) shall not be subject to the limitation of 20 years or 100% referred to in subclause (1)."

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

"(4) *Benefits where contributor dies*: The Management Committee, upon production of proof of the decease of a contributor, shall authorise—

(a) that the ordinary withdrawal benefits to which the contributor would have been entitled as at the date of decease in terms of subclause (1) be doubled;

(b) that an additional amount of R1 000 be paid; and

(c) that a contributors spouse or child die the following benefit shall be paid:

Contributors' spouse	R1 000,00
Contributors' child—	
14 years or older	R1 000,00
6 years or older but under 14 years	R 500,00
under 6 years	R 250,00

Provided that where a contributor returns to the Industry after payment of a claim in terms of subclause (1) (withdrawal benefit) or subclause (3) (disability benefit), only the number of weeks of contribution to the Fund after the date of such return to the Industry, shall be counted in order to determine such additional amount:

Provided further that the benefits referred to in this subclause shall not be payable to a member or his dependants, as the case may be, who claimed benefits prior to 15 November 1984."

(4) Substitute the following for subclause (7):

"(7) *Bonus benefits*: A contributor who qualifies for—

(a) a normal retirement benefit in terms of subclause (2) (a); or

(b) an optional early retirement benefit in terms of subclause (2) (b); or

(c) 'n laat aftredingsbystand ingevolge subklousule (2) (c);
of

(d) 'n ongeskiktheidsbystand ingevolge subklousule (3);
of

(e) 'n sterftebystand ingevolge subklousule (4);

moet die totaal van sy eie bydraes met 20 persent verhoog word en sodanige verhoogde totaal dien dan as grondslag vir die berekening van sy voordeel."

Geteken namens die partye te Kaapstad hierdie 16de dag van Julie 1991.

A. KELLER,
Voorsitter.

J. WILLIAMS,
Ondervoorsitter.

K. L. BARNES,
Sekretaris.

No. R. 1746

26 Junie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

**MEUBELNYWERHEID: OOSTELIKE KAAPPROVIN-
SIE: HERNUWING VAN HOOFOOREENKOMS**

Ek, Izak Jacobus van Zyl, Hoofdirekteur: 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 bepalinge van Goewermenskennisgewings R. 1654 van 6 Augustus 1982, R. 33 van 7 Januarie 1983, R. 163 van 3 Februarie 1984, R. 2093 van 21 September 1984, R. 141 van 24 Januarie 1986, R. 843 van 2 Mei 1986, R. 438 van 6 Maart 1987, R. 1704 van 7 Augustus 1987, R. 2808 van 18 Desember 1987, R. 805 van 21 April 1989, R. 2525 van 17 November 1989 en R. 725 van 5 April 1991, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1992, eindig.

I. J. VAN ZYL,
Hoofdirekteur: Arbeidsverhoudinge.

No. R. 1747

26 Junie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

**ELEKTROTEGNIËSE NYWERHEID: NATAL: HER-
NUWING VAN OOREENKOMS VIR DIE ELEKTRO-
TEGNIËSE AANNEMINGSEKSIE**

Ek, Izak Jacobus van Zyl, Hoofdirekteur: 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 bepalinge van Goewermenskennisgewings R. 2748 van 11 Desember 1987, R. 1660 van 19 Augustus 1988, R. 398 van 23 Februarie 1990, R. 136 van 25 Januarie 1991 en R. 2589 van 1 November 1991, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig.

I. J. VAN ZYL,
Hoofdirekteur: Arbeidsverhoudinge.

(c) a late retirement benefit in terms of subclause (2) (c);
or

(d) a disability benefit in terms of subclause (3); or

(e) a death benefit in terms of subclause (4) of this clause;

shall have the total of his own contributions increased by 20 per cent and such increased total shall be the basis on which his benefit shall be calculated."

Signed on behalf of the parties at Cape Town this 16th day of July 1991.

A. KELLER,
Chairman.

J. WILLIAMS,
Vice-Chairman.

K. L. BARNES,
Secretary.

No. R. 1746

26 June 1992

LABOUR RELATIONS ACT, 1956

**FURNITURE MANUFACTURING INDUSTRY: EAST-
ERN CAPE PROVINCE: RENEWAL OF MAIN
AGREEMENT**

I, Izak Jacobus van Zyl, Chief Director: Labour 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 R. 1654 of 6 August 1982, R. 33 of 7 January 1983, R. 163 of 3 February 1984, R. 2093 of 21 September 1984, R. 141 of 24 January 1986, R. 843 of 2 May 1986, R. 438 of 6 March 1987, R. 1704 of 7 August 1987, R. 2808 of 18 December 1987, R. 805 of 21 April 1989, R. 2525 of 17 November 1989 and R. 725 of 5 April 1991, to be effective from the date of publication of this notice and for the period ending 31 December 1992.

I. J. VAN ZYL,
Chief Director: Labour Relations.

No. R. 1747

26 June 1992

LABOUR RELATIONS ACT, 1956

**ELECTRICAL INDUSTRY: NATAL: RENEWAL OF
AGREEMENT FOR THE ELECTRICAL CONTRACT-
ING SECTION**

I, Izak Jacobus van Zyl, Chief Director: Labour 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 R. 2748 of 11 December 1987, R. 1660 of 19 August 1988, R. 398 of 23 February 1990, R. 136 of 25 January 1991 and R. 2589 of 1 November 1991 to be effective from the date of publication of this notice and for the period ending 30 June 1993.

I. J. VAN ZYL,
Chief Director: Labour Relations.

(2) Voeg die volgende nuwe subklousule (4) (iv) in:

"(iv) 'n lid geregtig is op kraamvoordele van hoogstens R300: Met dien verstande voorts dat die werknemer voor die aanvang van die kraamverlof een jaar lank in die Bedryf was, binne ses maande na die Bedryf terugkeer en daarna vir 'n minimum tydperk van ses maande in die Bedryf aanbly."

Namens die partye op hede die 9de dag van Desember 1991 te Kaapstad onderteken.

Mev. P. LAMPRECHT,

Voorsitter.

D. VAN DER WESTHUIZEN,

Ondervoorsitter.

K. BARNES,

Sekretaris.

No. R. 1865

3 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENSKENNIS-
GEWING

MEUBEL- EN BEDDEGOEDNYWERHEID: TRANS-
VAAL BYSTANDSFONDSE-OOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermensken-
niskewing R. 3043 van 4 Januarie 1991 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

No. R. 1866

3 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBEL- EN BEDDEGOEDNYWERHEID: TRANS-
VAAL NUWE BYSTANDSFONDSE-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 31 Mei 1994 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

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 5 van Hoofstuk I, klousules 4 (5) en 6 (c) van Hoofstuk II, Hoofstuk III en Hoofstuk IV met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing

(2) Insert the following new subclause (4) (iv):

"(iv) a member shall be entitled to confinement benefits to a maximum of R300: Provided that the employee has been in the Trade for one year prior to commencement of maternity leave, returns to the Trade within six months and subsequently remains in the trade for a minimum period of six months."

Signed at Cape Town on behalf of the parties this 9th day of December 1991.

Mrs P. LAMPRECHT,

Chairman.

D. VAN DER WESTHUIZEN,

Vice-chairman.

K. BARNES,

Secretary.

No. R. 1865

3 July 1992

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

FURNITURE AND BEDDING MANUFACTURING
INDUSTRY: TRANSVAAL BENEFIT FUNDS
AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government No-
tice R. 3043 of 4 January 1991 with effect from the second Monday after the date of publication of this notice.

G. M. E. CARELSE,

Deputy Minister of Manpower.

No. R. 1866

3 July 1992

LABOUR RELATIONS ACT, 1956

FURNITURE AND BEDDING MANUFACTURING IN-
DUSTRY: TRANSVAAL NEW BENEFIT FUNDS
AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1994 upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 5 of Chapter I, clauses 4 (5) and 6 (c) of Chapter II, Chapter III and Chapter IV, shall be binding, with effect from the second Monday after the date of publication of

en vir die tydperk wat op 31 Mei 1994 eindig, bindend is vir alle ander 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 MEUBEL- EN BEDDE- GOEDNYWERHEID, TRANSVAAL

BYSTANDSFONDSE-OOREENKOMS

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

Transvaal Furniture, Bedding and Upholstery Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubel- en Beddegoednywerheid, Transvaal.

HOOFSTUK 1

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubel- en Beddegoednywerheid, Transvaal, nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik by die Meubel- en Beddegoednywerheid betrokke of daarin werksaam is;

(b) in die provinsie Transvaal en in die landdrostdistrik Vryburg soos dit op 24 Junie 1960 saamgestel was.

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

(a) slegs van toepassing op werknemers vir wie minimum lone in die Hoofdooreenkoms voorgeskryf word en op werkende werkgewers soos in die Hoofdooreenkoms omskryf;

(b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of die Wysigingswet op Mannekragopleiding, 1990, of kontrakte aangegaan of voorwaardes vasgestel ingevolge genoemde Wet.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat kragtens artikel 48 van die Wet deur die Minister bepaal word, en bly van krag vir die tydperk wat op 31 Mei 1994 eindig, of vir sodanige tydperk as wat hy vasstel.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in daardie Wet; waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel, en tensy die teenoorgestelde blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

this notice and for the period ending 31 May 1994, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE AND BEDDING MANUFACTURING INDUSTRY, TRANSVAAL

BENEFIT FUNDS AGREEMENT

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

Transvaal Furniture, Bedding and Upholstery Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

being the parties to the Industrial Council for the Furniture and Bedding Manufacturing Industry, Transvaal.

CHAPTER 1

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Furniture and Bedding Manufacturing Industry, Transvaal—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, who are engaged or employed in the Furniture and Bedding Manufacturing Industry, respectively;

(b) in the Province of the Transvaal and in the Magisterial District of Vryburg as it was constituted as at 24 June 1960.

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

(a) only apply in respect of employees for whom minimum wages are prescribed in the Main Agreement and to working employers as defined in the Main Agreement;

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or the Manpower Training Amendment Act, 1990, or any contracts entered into or any conditions fixed thereunder.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Act, and shall remain in force for the period ending 31 May 1994 or for such period as may be determined by him.

3. DEFINITIONS

All expressions used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meanings as in that Act, any reference to an Act shall include any amendments of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Labour Relations Act, 1956;

"vakleerling" 'n werknemer wat gebind is deur 'n skriftelike leerlingkontrak, geregistreer kragtens die Wet op Mannekragopleiding, 1981, of die Wysigingswet op Mannekragopleiding, 1990;

"ouditeur" 'n openbare rekenmeester soos in die Wet omskryf;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n bepaalde week by dieselfde werkgewer in diens is om grondstowwe van watter aard ook al op te laai en/of af te laai en/of op te berg;

"Komitee" of "Bestuurskomitee", vir doeleindes van die administrasie van die Fonds, die Komitee deur die Raad aangestel ingevolge klousule 2 (1) (a) van Hoofstuk II en vir doeleindes van die administrasie van die Skema, die Komitee deur die Raad aangestel ingevolge klousule 8 (1) van Hoofstuk IV;

"bydraes" die geld wat ingevolge klousule 4 (1) van Hoofstuk II aan die Fonds betaalbaar is;

"Raad" die Nywerheidsraad vir die Meubel- en Beddegoednywerheid, Transvaal;

"afhanklike", met betrekking tot 'n lid vir die doeleindes van—

(a) Hoofstuk II:

(i) Sy vrou;

(ii) sy weduwee;

(iii) sy minderjarige kind of minderjarige stiefkind; of

(iv) enige ander persoon wat geheel en al van sodanige lid afhanklik is en wat aan die Komitee bewys lewer dat hy aldus afhanklik is: Met dien verstande dat die Komitee se beslissing oor wie die afhanklikes van die oorlede lid is ingevolge hierdie paragraaf finaal is;

(v) 'n begunstigde deur 'n lid benoem waar daar op die datum van benoeming geen afhanklike bestaan nie: Met dien verstande dat as daar wel 'n afhanklike is soos in (a) (i) of (ii) of (iii) genoem, die benoeming van 'n begunstigde as ongeldig beskou moet word;

(b) Hoofstuk III: Persone deur die Genootskap as afhanklikes toegelaat ingevolge klousule 5;

(c) Hoofstuk IV: Persone omskryf as afhanklikes ingevolge klousule 2;

"Fonds" die Voorsorgfonds vir die Meubel- en Beddegoednywerheid, Transvaal, waarvoor in Hoofstuk II voorsiening gemaak word;

"Fondsweek" die tydperk vanaf middernag tussen Donderdag en Vrydag tot middernag van die volgende Donderdag en Vrydag;

"Meubel- en Beddegoednywerheid" beteken, sonder om die gewone betekenis van die uitdrukking enigszins te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir die vervaardiging, hetsy in die geheel of gedeeltelik, van alle tipes meubels en beddegoed, ongeag die materiaal wat gebruik word, en omvat dit onder meer die volgende:

(a) Herstelwerk, stoffering, herstoffering, beitsing, bespuiting of polering en/of herpolering; die maak van los oortreksels en/of kussings en/of gordyne; en/of die maak en/of herstel van raamveermatrasses en/of rame vir stoffeerwerk; houtmasjinerie, finering, houtdraaiwerk en houtsnijwerk in verband met die vervaardiging en/of herstel van meubels; die polering en/of herpolering van klaviere; en/of die vervaardiging en/of beitsing, bespuiting en polering en/of herpolering van meubels vir teekamers, kantore, kerke, skole, kroë of teaters en kabinette vir musiekinstrumente en radio- of draadlooskabinette; met inbegrip van die werksaamhede

"apprentice" means an employee who is bound by a written contract of apprenticeship, registered under the Manpower Training Act, 1981, or the Manpower Training Amendment Act, 1990;

"auditor" means a public accountant as defined in the Act;

"casual employee" means an employee who is employed by the same employer on not more than three days in any one week for the purpose of loading and/or off-loading and/or storing raw materials of any kind;

"Committee" or "Management Committee", means for the purposes of the administration of the Fund, the Committee appointed by the Council in accordance with the provisions of clause 2 (1) (a) of Chapter II and for the purposes of the administration of the Scheme, the Committee appointed by the Council in terms of clause 8 (1) of Chapter IV;

"contributions" means the moneys payable to the Fund in terms of clause 4 (1) of Chapter II;

"Council" means the Industrial Council for the Furniture and Bedding Manufacturing Industry, Transvaal;

"dependant" means in relation to a member for the purpose of—

(a) Chapter II:

(i) His wife;

(ii) his widow;

(iii) his minor child or minor stepchild; or

(iv) any other person who is wholly dependent upon such member and who satisfies the Committee that he is so dependent: Provide that the Committee's decision as to who are the dependants of the deceased member, in terms of this paragraph, shall be final;

(v) a beneficiary nominated by a member where at the date of nomination there is no dependant: Provided that should a dependant under (a) (i), (ii) or (iii) be established, the nomination of the beneficiary shall be deemed invalid;

(b) Chapter III: Persons admitted by the Society as dependants in accordance with the provisions of clause 5; and

(c) Chapter IV: Persons defined as dependants in terms of clause 2;

"Fund" means the Provident Fund for the Furniture and Bedding Manufacturing Industry, Transvaal, provided for in Chapter II;

"Fund week" means the period from midnight between Thursday and Friday to midnight of the following Thursday and Friday;

"Furniture and Bedding Manufacturing Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture either in whole or in part of all types of furniture and bedding, irrespective of the materials used, and includes, *inter alia*, the following:

(a) Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or repolishing; the making of loose covers and/or cushions and/or curtains; and/or the making and/or repairing of box-spring mattresses and/or frames for upholstering; wood machining, veneering, wood-turning and carving in connection with the manufacturing and/or repairing of furniture; the polishing and/or repolishing of pianos; and/or the manufacturing and/or staining, spraying and polishing and/or repolishing of tea-room, office, church, school, bar or theatre furniture and cabinets for musical instruments and radio or wireless cabinets; including the activ-

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wat verrig word in persele waar houtmasjinerie, houtdraaiwerk en/of houtsnywerk in verband met die produksie van meubels gedoen word; en met inbegrip van die herstel, herstoffering of herpolering van meubels in of in verband met bedryfsinrigtings waarin die produksie van meubels of enige werksaamheid wat geassosieer word met die finale voorbereiding van 'n meubelstuk wat te koop is, of in die geheel of gedeeltelik, uitgevoer word, en die finering van gelameldeleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes van materiaal wat by die vervaardiging van meubels gebruik word; maar uitgesonderd die vervaardiging van ateljeebanke soos hieronder omskryf, en kussings vir sodanige ateljeebanke, die vervaardiging van artikels wat hoofsaaklik van riet, gras en/of rottang gemaak word, en die vervaardiging van metaalmeubels asook die vervaardiging van metaalkatels;

(b) die gedeelte van die Meubelnywerheid wat te doen het met die vervaardiging van televisiekabinette, maar uitgesonderd die vervaardiging van televisiekabinette wat hoofsaaklik van metaal en/of plastiek gemaak word en/of televisiekabinette wat deur vervaardigers van televisiestelle gemaak word as omhulsel vir televisiestelle deur hulle vervaardig in die landdrostdistrikte Alberton en Johannesburg;

(c) die vervaardiging van beddegoed, wat enigeen of meer van die volgende werksaamhede omvat:

(i) Die vervaardiging van matrasse, veermatrasse, bomatrasse, bolsters, kopkussings, kussings vir ateljeebanke en veereenhede;

(ii) die vervaardiging van ateljeebanke;

(iii) alle werksaamhede en prosesse wat met die vervaardiging van die artikels vermeld in (i) of (ii) gepaard gaan indien verrig deur 'n werknemer wat vir die vervaardiging van sodanige artikels in diens is, maar uitgesonderd die werksaamhede en prosesse by die vervaardiging en/of montering van metaaldele van sodanige artikels;

"ateljeebank", vir die doeleindes van (a) en (c), beteken 'n meubelstuk wat ontwerp is as sitplek en vir omstelling in 'n dubbelbed of twee of meer beddens en waarvan die raam hoofsaaklik van metaal gebou en die sitplek en/of slaapoppervlakke uit matrasse en/of kussings bestaan".

"leerling" 'n werknemer wat gemagtig is of geag word gemagtig te wees as 'n leerling ingevolge enige ooreenkoms, gepubliseer ingevolge die Wet, wat van tyd tot tyd op die Nywerheid van toepassing is of was;

"Hoofdooreenkoms" enige geldende ooreenkoms vir die Meubel- en Beddegoednywerheid, Transvaal, gepubliseer ingevolge artikel 48 van die Wet, waarin lone voorgeskryf word, of by gebrek aan so 'n ooreenkoms, die jongste loonooreenkoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;

"Mediese Komitee" die Mediese Komitee deur die Raad aangestel ingevolge klousule 12 van Hoofstuk III;

"lid" 'n werknemer wat toegelaat is as lid van die Fonds en/of Genootskap en/of die Skema ingevolge klousule 3 van Hoofstuk II, klousule 3 van Hoofstuk III, en klousule 4 van Hoofstuk IV, en die woorde "lid" en "lidmaatskap" het 'n ooreenstemmende betekenis;

"hoë ouderdom" die leeftyd van 60 jaar of ouer;

"gewone loon" die loon gebaseer op 'n werknemer se verdienste en betaalbaar as hy 44 uur, uitgesonderd oortyd, gedurende 'n bepaalde week gewerk het;

"betaaldag" Vrydag elke week, behalwe as Vrydag nie 'n werkdag is nie, wanneer die betaaldag dan die laaste werkdag voor Vrydag is;

ities carried on in any premises where wood machining, wood-turning and/or carving in connection with the production of furniture is carried on; and including the repairing; re-upholstering or repolishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale either in whole or in part is carried on, and the veneering of laminated blockboard or plywood doors used for furniture, and all parts of materials used in the manufacturing of furniture; but excluding the manufacturing of studio couches as defined hereinafter, and cushions for such studio couches, the manufacturing of articles made principally of wicker, grass and/or cane, and the manufacturing of metal furniture, including the manufacturing of metal bedsteads;

(b) that portion of the Furniture Manufacturing Industry concerned with the manufacturing of television cabinets, but excluding the manufacturing of television cabinets made principally of metal and/or plastic and/or television cabinets made by manufacturers of television sets for the housing of television sets manufactured by them in the Magisterial Districts of Alberton and Johannesburg;

(c) the manufacturing of bedding, which includes any one or more of the following operations: ~~(a)~~ 355

(i) The manufacturing of mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches and spring units;

(ii) the manufacturing of studio couches;

(iii) all operations and processes incidental to the manufacturing of the articles mentioned in subparagraph (i) or (ii) if carried out by an employee employed in the manufacturing of such articles, but excluding the operations and processes in the manufacturing and/or assembly of metal parts of such articles;

"studio couch", for the purposes of (a) and (c), means an article of furniture which is designed for seating and for conversion into a double bed or two or more beds and of which the frame is constructed mainly of metal and the seating and/or sleeping surfaces consist of mattresses and/or cushions;

"learner" means an employee who has been authorised or is deemed to have been authorised a learner in terms of any agreement published in terms of the Act which is or was binding on the industry from time to time;

"Main Agreement" means any current agreement for the Furniture and Bedding Manufacturing Industry, published in terms of section 48 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;

"Medical Committee" means the Medical Committee appointed by the Council in accordance with the provisions of clause 12 of Chapter III;

"member" means an employee who has been admitted as a member of the Fund and/or Society and/or the Scheme in terms of clause 3 of Chapter II, clause 3 of Chapter III, and clause 4 of Chapter IV, and the words "member" and "membership" shall have a corresponding meaning;

"old age" means the age of 60 years or over;

"ordinary wage" means the wage based on an employee's earnings and payable had he worked 44 hours, excluding overtime, during any one week;

"pay-day" means Friday in each week, except where Friday is a non-working day, when the pay-day shall be the last working day preceding Friday;

"regulasies" die regulasies van die Genootskap van tyd tot tyd deur die Mediese Komitee gemaak ingevolge klousule 9 van hierdie Hoofstuk en Hoofstuk III;

"aftrede" permanente aftrede uit die Nywerheid weens ongeskiktheid, swak gesondheid of hoë ouderdom, en het "aftree" 'n ooreenstemmende betekenis;

"reëls" die reëls van die Fonds en Skema deur die Raad gemaak ingevolge onderskeidelik klousule 2 (1) (b) van Hoofstuk II en klousule 9 (3) van Hoofstuk IV;

"Skema" die Sterfte- en Ongeskiktheidskema vir Transvaalse Meubel- en Beddegoedwerkers waarvoor in Hoofstuk IV voorsiening gemaak word;

"Sekretaris" die sekretaris aangestel ingevolge klousule 4 van hierdie Hoofstuk;

"siekte" liggaamlike ongesteldheid, ongeskiktheid of ongesteldheid weens 'n kwaal, siekte, aandoening of besering waarvoor lede en afhanklikes geregtig is op bystand uit hoofde van klousule 2 en ingevolge klousule 8, soos by klousule 10 van Hoofstuk III beperk, of waarvoor lede geregtig is op siektebesoldiging, ingevolge klousule 9 van Hoofstuk III voorsiening gemaak word;

"siektebesoldiging" die siektebesoldiging betaalbaar ingevolge klousule 9 van Hoofstuk III;

"Genootskap" die Siektebystandgenootskap vir Transvaalse Meubel- en Beddegoedwerkers waarvoor in Hoofstuk III voorsiening gemaak word;

"ledegeld" die geld oorgedra ingevolge klousule 4 (5) van Hoofstuk II ooreenkomstig klousule 7 (1) van Hoofstuk III aan die Genootskap en klousule 5 (1) van Hoofstuk IV aan die Skema.

4. ADMINISTRASIE

Die Raad moet 'n ouditeur, 'n sekretaris en personeel aanstel op sodanige grondslag en voorwaardes as wat hy geskik ag en hy kan sodanige aanstellings verander, reël tref en voorsiening maak vir persele, kantoormeubels en -uitrusting vir die administrasie van die Fonds, die Genootskap en die Skema.

5. AGENTE

Enige agent wat deur die Raad aangestel word, moet help om die bepalinge van hierdie Ooreenkoms uit te voer. Dit is die plig van elke werkgewer om sodanige agente toe te laat om sy bedryfsinrigting binne te gaan en om sodanige navrae te doen en om sodanige dokumente, boeke, loonstate, loonkoeverte en loonkaartjies te ondersoek en om sodanige individue te ondervra as wat nodig is met die doel om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word, en ingeval geen agente deur die Raad aangestel word nie, kan hy die Bestuurskomitee of die Mediese Komitee magtig om een of meer agente aan te stel, beklee met soortgelyke bevoegdhede en belas met soortgelyke pligte as die agente wat hierbo gemeld word, vir solank bydraes deur lede en werkgewers aan die Fonds, die Genootskap of die Skema verskuldig is.

6. VRYSTELLINGS

(1) Die Bestuurskomitee of die Mediese Komitee kan vrystelling verleen van enige van of al die bepalinge van hierdie Ooreenkoms ten opsigte van 'n werkgewer en een of meer van sy werknemers.

(2) Die Bestuurskomitee of die Mediese Komitee moet, ten opsigte van enige werkgewer of persoon aan wie vrystelling ingevolge subklousule (1) hierbo verleen is, die voorwaardes, as daar is, vasstel waaronder sodanige vrystelling verleen word en die tydperk waartydens sodanige vrystelling van krag is: Met dien verstande dat die Bestuurskomitee of die Mediese Komitee, indien hy dit gerade ag, nadat hy drie maande skriftelik kennis aan die betrokke werkgewer of werknemer gegee het, enige vrystellingsertifikaat kan intrek of wysig.

"regulations" means the regulations of the Society made by the Medical Committee from time to time in accordance with the provisions of clause 9 of this Chapter and the provisions of Chapter III;

"retirement" means permanent retirement from the Industry through incapacity, ill-health or old age, and "retire" has a corresponding meaning;

"rules" means the rules of the Fund and the Scheme made by the Council in terms of clause 2 (1) (b) of Chapter II, and clause 9 (3) of Chapter IV, respectively;

"Scheme" means the Transvaal Furniture and Bedding Workers' Death and Disability Scheme provided for in Chapter IV;

"secretary" means the secretary appointed in terms of clause 4 of this Chapter;

"sickness" means physical disorder, incapacity or indisposition through ailment, disease, illness or injury for which members and dependants are entitled to benefits by virtue of clause 2 and in terms of clause 8 as limited by clause 10 of Chapter III, or for which members are entitled to sick pay in terms of clause 9 of Chapter III;

"sick pay" means the sick pay payable in terms of clause 9 of Chapter III;

"Society" means the Transvaal Furniture and Bedding Workers' Sick Benefit Society provided for in Chapter III; and

"subscriptions" means the amount of moneys diverted in terms of clause 4 (5) of Chapter II in accordance with clause 7 (1) of Chapter III to the Society, and clause 5 (1) of Chapter IV to the Scheme.

4. ADMINISTRATION

The Council shall appoint an auditor, a secretary and staff on such terms and conditions as it may deem fit and may vary such appointments, arrange and provide for premises, office furniture and equipment for the administration of the Fund, the Society, and the Scheme.

5. AGENTS

Any agent appointed by the Council shall assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such agents to enter his establishment and to institute such enquiries and to examine such documents, books wage-sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and in the event of there being no agents appointed by the Council it may authorise the Management Committee of the Medical Committee to appoint one or more agents, with similar powers and duties to those of the agents referred to above, for so long as contributions are due to the Fund, the Society, or the Scheme by members and employers.

6. EXEMPTIONS

(1) The Management Committee or the Medical Committee may grant exemption from any or all of the provisions of this Agreement in respect of an employer and/or one or more of his employees.

(2) The Management Committee or the Medical Committee shall fix in respect of any employer or person granted exemption under the provisions of subclause (1) above the conditions, if any, subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Management Committee or the Medical Committee may, if it deems fit, after giving three months notice, in writing, to the employer or employee concerned, withdraw or vary any certificate of exemption.

(3) Die sekretaris moet aan elke werkgewer/werknemer aan wie vrystelling ingevolge hierdie klousule verleen word, 'n sertifikaat onder sy handtekening uitreik waarin hy die volgende besonderhede vermeld:

(a) Die naam van die betrokke werkgewer/werknemer voluit;

(b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaardes, as daar is, vasgestel ingevolge subklousule (2) waaronder sodanige vrystelling verleen word; en

(d) die tydperk wat die vrystelling van krag is.

(4) Die Sekretaris moet—

(a) alle uitgereikte sertifikate in volgorde nommer;

(b) 'n kopie van elke sodanige uitgereikte sertifikaat bewaar, en

(c) wanneer 'n vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer/werknemer moet die bepalings van enige vrystellingsertifikaat wat ingevolge hierdie klousule uitgereik is, nakom.

7. VRYWARING

(1) Die lede van die Raad, die lede van die Komitee of Mediese Komitee en die beamptes van die Fonds, die Genootskap of die Skema word nie verantwoordelik gehou nie vir enige handeling wat kan lei tot 'n verlies vir die Fonds, die Genootskap of die Skema waar sodanige handeling te goeder trou verrig is, en hulle is ook nie aanspreeklik vir die skulde en laste van die Fonds, die Genootskap of die Skema nie en hulle word hierby deur die Fonds, die Genootskap of die Skema gevrywaar teen alle verliese en koste deur hulle aangegaan in of in verband met die bona fide-uitvoering van hul pligte.

(2) Die Raad en/of Komitee of Bestuurskomitee word nie verantwoordelik gehou nie vir enige bydraes afgetrek en enige bydraes verskuldig en betaalbaar deur die werkgewer wat by sekwestrasie of likwidasië van die werkgewer se boedel of hoegenaamd nie in die Fonds, die Genootskap of die Skema inbetaal is nie.

8. ALGEMENE BEPALINGS

(1) Enige bystand, reg of belang waarop 'n lid van die Fonds, die Genootskap of die Skema na hy beweer ingevolge hierdie Ooreenkoms geregtig is, mag nie gebruik word as grond vir skadevergoeding in enige geding wat deur sodanige lid teen die werkgewer ten opsigte van sy ontslag ingestel word nie.

Niks in hierdie Ooreenkoms beperk enigerwyse die reg van 'n werkgewer om die diens van sodanige lid te beëindig nie.

(2) Niemand, hetsy hy 'n lid is of nie, het enige eis, reg of belang teen, op of ten opsigte van die Fonds, die Genootskap of die Skema of enige bydraes daartoe of enige belang daarby of enige eis teen die Raad, die Bestuurskomitee of die Mediese Komitee ingestel ingevolge hierdie Ooreenkoms en die werkgewers nie, behalwe kragtens en ooreenkomstig hierdie Ooreenkoms.

(3) Behoudens die Insolvensiewet, 1936, of enige wet, maak die bystand waarop 'n lid of afhanklike geregtig is, by sekwestrasie of afstanddoening van die boedel nie deel van die bates van sy insolvente of afgestane boedel uit nie, maar val dit toe aan die Fonds, die Genootskap of die Skema na gelang van die geval, en die betrokke Komitee kan daarvoor beskik op 'n wyse wat, na die mening van die Komitee, daarop bereken is om sodanige lid of afhanklike te bevoordeel.

(3) The secretary shall issue to every employer/employee granted exemption in accordance with the provisions of this clause a certificate signed by him setting out:

(a) the full name of the employer/employee concerned;

(b) the provisions of the agreement from which exemption is granted;

(c) the conditions, if any, fixed in accordance with the provisions of subclause (2) subject to which such exemption is granted;

(d) the period during which the exemption shall operate.

(4) The secretary shall—

(a) number consecutively all certificates issued;

(b) retain a copy of each such certificate issued; and

(c) where an exemption is granted to an employee, forward a copy of the certificate of exemption to the employer concerned.

(5) Every employer/employee shall observe the provisions of any certificate of exemption issued in terms of this clause.

7. INDEMNITY

(1) The members of the Council, the members of the Committee or Medical Committee and the officers of the Fund, the Society, or the Scheme shall not be held responsible for any act which may result in loss to the Fund, the Society, or the Scheme, where such act was done in good faith, and shall not be liable for the debts and liabilities of the Fund, the Society, or the Scheme, and they are hereby indemnified by the Fund, the Society, or the Scheme against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(2) The Council and/or Committee or Management Committee shall not be held responsible for any contributions deducted and any contributions due and payable by the employer not paid into the Fund, the Society or the Scheme upon sequestration or liquidation of the employer's estate or at all.

8. GENERAL PROVISIONS

(1) Any benefits, right or interest to which a member of the Fund, the Society, or the Scheme may claim to be entitled in terms of this Agreement shall not be used as a ground for damages in any action brought by such member against the employer in respect of dismissal.

Nothing in this Agreement shall in any way restrict the right of an employer to terminate the employment of such a member.

(2) No person, whether a member or otherwise, shall have any claim, right or interest upon, to or in respect of the Fund, the Society, or the Scheme, or any contributions thereto or any interest therein or any claim against the Council, the Management Committee, or the Medical Committee established in terms of this Agreement and the employers, except under and in accordance with the provisions of this Agreement.

(3) Subject to the provisions of the Insolvency Act, 1936, or any law, if the estate of any member and/or his dependant is sequestrated or assigned, the benefit to which such member or dependant is entitled shall not form part of the assets of his insolvent or assigned estate but shall revert to the Fund, the Society, or the Scheme, as the case may be, and may be dealt with by the Committee concerned in a manner calculated, in the opinion of the Committee, to benefit such member or dependant.

9. REGULASIES

(1) Die Mediese Komitee het die bevoegdheid om regulasies wat nie met Hoofstuk III van hierdie Ooreenkoms of enige ander wet onbestaanbaar is nie, te maak, te wysig en te herroep, om behoorlik uitvoering te gee aan die Siektebystandsgenootskap vir Transvaalse Meubelwerkers se oogmerke en om die omvang te bepaal van die bystand wat deur die Genootskap toegestaan moet word, asook die bedinge en voorwaardes wat daarop van toepassing is.

(2) 'n Eksemplaar van die regulasies, tesame met eksemplare van alle wysigings daarvan, moet op aanvraag aan elke lid van die Genootskap uitgereik word en moet ook aan die Direkteur-generaal van die Departement van Mannekrag gestuur word.

HOOFSTUK II**1. VOORSORGFONDS VIR DIE MEUBEL- EN BEDDEGOEDNYWERHEID, TRANSVAAL**

(1) Die Voorsorgfonds vir die Meubelnywerheid, Transvaal, ingestel ingevolge die Ooreenkoms, gepubliseer by Goewermentskennisgewing 44 van 13 Januarie 1961, en die Voorsorgfonds vir die Beddegoednywerheid, Transvaal, ingestel ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing 495 van 24 Maart 1961, saamgesmelt kragtens die Herbekragtigingsooreenkoms gepubliseer by Goewermentskennisgewing R. 3043 van 4 Januarie 1991 en nou genoem die Voorsorgfonds vir die Meubel- en Beddegoednywerheid, Transvaal, word hierby voortgesit.

(2) Die Fonds bestaan uit—

(a) geld in die krediet van die Fonds op die datum van inwerkingtreding van hierdie Ooreenkoms;

(b) die totale weeklikse bydraes van sowel werkgewer as werknemer wat in die Fonds inbetaal word, min enige bedrae wat ingevolge klousule 4 (5) van hierdie Hoofstuk oorgedra moet word;

(c) rente wat verkry word uit die belegging van enige geld van die Fonds;

(d) alle geld waarmee individuele lede ingevolge klousule 6 van hierdie Hoofstuk gekrediteer word;

(e) enige ander geld waarop die Fonds uit hoofde van hierdie Ooreenkoms of om enige ander rede geregtig word, of wat aan die Fonds geskenk word.

2. ADMINISTRASIE VAN DIE FONDS

(1) (a) Die administrasie van die Fonds berus by 'n Bestuurskomitee bestaande uit die Voorsitter en Ondervoorsitter van die Raad tesame met drie werkgewervertwoorders en drie werknemerverteenwoorders wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke verteenwoordiger moet die Raad uit sy geledere 'n plaasvervanger aanstel. Die Voorsitter en Ondervoorsitter van die Raad is Voorsitter en Ondervoorsitter van die Komitee.

(b) Die Raad het die bevoegdheid om sy eie prosedure-reëls vir die Komitee voor te skryf, te verander en te wysig en om reëls wat die administrasie van die fonds beheer, te maak te wysig en te verander. Met dien verstande dat sodanige reëls of enige wysiging daarvan nie onbestaanbaar met hierdie Ooreenkoms of met enige ander wet mag wees nie. 'n Eksemplaar van die reëls of enige wysiging daarvan moet aan die Direkteur-generaal van die Departement van Mannekrag gestuur word.

(c) Ingevolge die Komitee om watter rede ook al nie in staat is om sy pligte na te kom nie, moet die Raad hierdie pligte waarneem en sy bevoegdhede uitoefen.

(2) Alle koste wat vir die administrasie van die Fonds aangegaan word, kom ten laste van die Fonds.

9. REGULATIONS

(1) The Medical Committee shall have power to make, vary and repeal regulations not inconsistent with the provisions of Chapter III of this Agreement, or any other law for the efficient carrying out of the Society's objects, and for determining the extent of the benefits to be granted by the Society and the terms and conditions applicable thereto.

(2) A copy of the regulations, as well as copies of any amendments thereto, shall be issued to every member of the Society upon request and shall also be transmitted to the Director-General of the Department of Manpower.

CHAPTER II**1. THE PROVIDENT FUND FOR THE FURNITURE AND BEDDING MANUFACTURING INDUSTRY, TRANSVAAL**

(1) The Provident Fund for the Furniture Manufacturing Industry, Transvaal, established in terms of the Agreement published under Government Notice 44 of 13 January 1961, and the Provident Fund for the Bedding Manufacturing Industry, Transvaal, established in terms of the Agreement published in Government Notice 495 of 24 March 1961, amalgamated in terms of the Re-enacting Agreement published in Government Notice R. 3043 of 4 January 1991, and now styled the Provident Fund for the Furniture and Bedding Manufacturing Industry, Transvaal, is hereby continued.

(2) The Fund shall consist of—

(a) moneys standing to the credit of the Fund at the date of coming into operation of this Agreement;

(b) the total weekly contributions of both employers and members paid into the Fund less any amounts to be diverted in terms of clause 4 (5) of this Chapter;

(c) interest derived from the investment of any moneys of the Fund;

(d) any moneys credited to individual members in terms of clause 6 of this Chapter;

(e) any other moneys to which the Fund may become entitled by virtue of this Agreement or for any other reason, or which may be donated to the Fund.

2. ADMINISTRATION OF THE FUND

(1) (a) The administration of the Fund shall be vested in a Management Committee consisting of the Chairman and Vice-Chairman of the Council together with three employer representatives and three employee representatives who shall be members of the Council and shall be appointed by the Council. For each representative an alternate shall be appointed by the Council from its members. The Chairman and Vice-Chairman of the Council shall be the Chairman and Vice-Chairman of the Committee.

(b) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Committee and to make, amend and alter rules governing the administration of the Fund: Provided that such rules or any amendment thereof shall be not inconsistent with the provisions of this Agreement or with the provisions of any other law. A copy of the rules or any amendment thereof shall be transmitted to the Director-General or the Department of Manpower.

(c) In the event of the Committee being unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers.

(2) All expenses incurred for the purpose of administration of the Fund shall be a charge against the Fund.

(3) So spoedig doenlik na 30 September elke jaar moet die Komitee 'n rekening opstel van die inkomste en uitgawes van die fonds vir die 12 maande geëindig 30 September, asook 'n staat wat die Fonds se bates en laste toon, wat deur die ouditeur gesertifiseer en deur die Voorsitter van die Komitee mede-onderteken moet word. Die gesertifiseerde rekenings en staat en enige verslag daarvoor wat deur die ouditeur opgestel word, moet daarna op die kantoor van die Raad ter insae lê, en afskrifte daarvan moet binne drie maande na die sluiting van die tydperk wat daardeur gedek word, aan die Direkteur-generaal van die Departement van Mannekrag, die werkgewersorganisasie en die vakverenigings gestuur word.

(4) Die Komitee moet alle inkomste van die Fonds invorder en in ontvangs neem en alle gelde aldus ontvang in 'n bankrekening stort wat op naam van die Fonds geopen moet word. 'n Amptelike kwitansie moet uitgereik word vir alle geld wat deur die Fonds ontvang word, en onttrekkings uit die Fonds moet geskied by wyse van tjeks onderteken deur sodanige persone as wat van tyd tot tyd deur die Raad daartoe gemagtig word, en mede-onderteken deur die sekretaris van die Fonds.

(5) Indien 'n geskil te eniger tyd ontstaan aangaande die administrasie van die Fonds waarvoor lede van die Bestuurskomitee gelykop verdeel is, moet die saak vir beslissing na die Raad verwys word.

(6) Enige geld wat nie nodig is om lopende betalings te doen en koste te vereffen nie, moet belê word in—

(a) spaarrekenings, permanente aandele of vaste deposito's by geregistreerde bougenootskappe of banke; en/of

(b) Poskantoor spaarrekenings of -sertifikate; en/of

(c) Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike owerhede en/of die Elektrisiteitsvoorsieningskommissie; en/of

(d) Nasionale Spaarsertifikate; of

(e) op enige ander manier wat deur die Registrateur goedgekeur word.

3. LIDMAATSKAP

(1) Die lede van die Fonds bestaan—

(a) uit alle werknemers, uitgesonderd los werknemers, in die Nywerheid vir wie minimum lone in die Hoofdooreenkoms voorgeskryf word, insluitende vakleerlinge;

(b) behoudens die goedkeuring van die Komitee, uit sodanige ander persone in diens in die Nywerheid wat verkies om lede te word en ten opsigte van wie hul werkgewers toegestaan het om die bydraes te doen wat in klousule 4 van hierdie Hoofstuk voorgeskryf word.

(2) Lidmaatskap eindig wanneer 'n lid die Nywerheid permanent verlaat en al sy bystand ingevolge klousule 5 van hierdie Hoofstuk ontvang het.

4. BYDRAES

(1) (a) Behoudens paragraaf (b) hiervan, moet elke werkgewer op die eerste betaaldag ná die datum waarop hierdie Ooreenkoms in werking tree en daarna op elke betaaldag van elke Fondswaek van die loon van elke lid in sy diens die bedrag aftrek wat in die toepaslike kolom A van Aanhangsel A van hierdie Ooreenkoms gemeld word. By die bedrag aldus afgetrek, moet die werkgewer 'n bydrae voeg soos in die toepaslike kolom B van Aanhangsel A van hierdie Ooreenkoms gemeld word.

(b) Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet geen bydraes betaal word as 'n lid minder as 16 uur gedurende enige Fondswaek werk nie.

(c) Aftrekkings moet gedoen word van die loon wat 'n lid ontvang vir tydperke van afwesigheidsverlof met besoldiging, asook vir vakansies met besoldiging, asof die betrokke lid by sy werk aanwesig was op die gewone manier gedurende enige tydperk van diens, behalwe gedurende die tydperk van die jaarlikse sluiting.

(3) As soon as possible after 30 September in each year the Committee shall prepare an account of the revenue and expenditure of the Fund for the 12 months ended 30 September and a statement showing the Fund's assets and liabilities which shall be certified by the auditor and countersigned by the Chairman of the Committee. The certified accounts and statement and any report made by the auditor thereon shall thereafter lie for inspection at the office of the Council and copies thereof shall within three months of the close of the period covered thereby, be transmitted to the Director-General of the Department of Manpower, the employers' organisation and the trade unions. ~~355~~ 355

(4) The Committee shall collect and receive all revenue of the fund and shall deposit all moneys so received in a banking account opened in the name of the Fund. An official receipt shall be issued for all moneys received into the Fund and withdrawals from the Fund shall be by cheque, signed by such persons as may, from time to time, be authorised by the Council and be countersigned by the Secretary of the Fund.

(5) Should a dispute arise at any time as to the administration of the Fund in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council for a decision.

(6) Any moneys not required to meet current payments and expenses shall be invested in—

(a) savings accounts, permanent shares or fixed deposits with registered building societies, or banks, and/or

(b) Post Office savings accounts or certificates, and/or

(c) Stock of the Government of the Republic of South Africa or Local Government Stock, and/or the Electricity Supply Commission, and/or

(d) National Savings Certificates, or

(e) any other manner approved by the Registrar.

3. MEMBERSHIP

(1) Membership of the Fund shall consist of—

(a) all employees, other than casual employees, in the Industry for whom minimum wages are prescribed, in the Main Agreement, including apprentices;

(b) subject to the approval of the Committee, such other persons employed in the Industry who elect to become members and in respect of whom their employers have consented to make the contributions prescribed in clause 4 of this Chapter.

(2) Membership shall cease when a member leaves the Industry permanently and has received all his benefits in terms of clause 5 of this Chapter.

4. CONTRIBUTIONS

(1) (a) Subject to the provisions of paragraph (b) hereof, every employer shall on the first pay-day after the date upon which this Agreement comes into operation and thereafter on every pay-day of each Fund week, deduct from the wage of each and every member in his employ the amount specified in the applicable column A of Annexure A to this Agreement. To the amount so deducted the employer shall add a contribution as specified in the applicable column B of Annexure A to this Agreement.

(b) Notwithstanding anything to the contrary contained in this Agreement, should a member work for less than 16 hours during any one Fund week, no contributions shall be made.

(c) Deductions shall be made from wages received by a member for periods of paid leave of absence from work and paid holidays as though the member concerned was present at work in the normal way during any period of employment other than during the period of annual closure.

(d) Elke werkgewer moet 'n bydrae gelyk aan die som van kolom B van Aanhangsel A van hierdie Ooreenkoms ten opsigte van elke werkende werkgewer betaal.

(2) (a) Behoudens paragraaf (b), moet die werkgewer alle bedrae wat ingevolge subklousule (1) hiervan betaalbaar is, tesame met die voorgeskrewe opgawe, maandeliks aanstuur sodat dit die Sekretaris van die Raad bereik voor of op die 10de dag van die maand wat volg op die maand ten opsigte waarvan die bedrag verskuldig is.

(b) 'n Werkgewer wat met betalings ingevolge paragraaf (a) hiervan agterstallig is en wat versuim, nadat hy deur die Raad skriftelik gewaarsku is, om die uitstaande bedrae binne sewe dae vanaf die datum van sodanige waarskuwing aan te stuur, moet, sodra hy skriftelik deur die Raad aangesê word om dit te doen, die bydraes waarvan in subklousule (1) hiervan melding gemaak word, week na week betaal sodat dit die Sekretaris bereik voor of op die Vrydag wat volg op die betaaldag van die week ten opsigte waarvan die bedrae verskuldig is. Die betaling ten opsigte van die laaste betaaldag van elke kalendermaand moet vergesel gaan van die opgawe waarvan in paragraaf (a) hiervan melding gemaak word. 'n Werkgewer op wie hierdie paragraaf toegepas is, kan, slegs nadat hy deur die Raad skriftelik in kennis gestel is, na die betaling van die bydraes terugkeer op die maandelikse basis waarvoor in paragraaf (a) hiervan voorsiening gemaak word.

(c) Indien die bedrag verskuldig ingevolge hierdie klousule nie teen die 10de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nog nie betaal is nie, bereken teen 'n koers van twee persent of teen die heersende prima-oortrekkingskoers van Barclays Bank, welke koers ook al die hoogste is, per maand of gedeelte van 'n maand vanaf sodanige 10de dag tot die dag waarop betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad daartoe geregtig is om na absolute goeë dunnke betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

(d) As dit nog nie reeds ten opsigte van huidige werknemers gedoen is nie, maar in elke geval wanneer 'n nuwe werknemer tot die Nywerheid toetree, moet die eerste opgawe in paragraaf (a) of (b) gemeld, wat volg op die datum waarop sodanige werknemer vir lidmaatskap van die Fonds gekwalifiseer het, vergesel gaan van 'n bylae wat die name van die werknemer voluit aangee, asook sodanige werknemer se adres, identiteitsnommer en die adres en identiteitsnommer, as dit beskikbaar is, van die lid se afhanklike(s) en/of enige ander inligting wat die Komitee van tyd tot tyd nodig het.

(e) As hy dit nog nie reeds gedoen het nie maar in elk geval wanneer hy by die Fonds aansluit, moet elke lid sy werkgewer in kennis stel van sy adres en identiteitsnommer en die adres en identiteitsnommer, as dit beskikbaar is, van sy afhanklike(s). Elke lid moet sy werkgewer verwittig van enige adresverandering van sy afhanklike(s) en elke werkgewer moet die sekretaris skriftelik daarvan kennis gee.

(3) As daar per abuis 'n bydrae tot die Fonds gedoen word, is die Fonds nie daarvoor aanspreeklik om dié bydrae na verloop van ses maande vanaf die datum van sodanige betaling terug te betaal nie.

(4) Wanneer enige bystand per abuis aan 'n lid betaal is omdat sodanige lid betalings aan die Fonds gedoen het wat nie verskuldig was nie, kan die Bestuurskomitee die bedrag van die bystand wat aldus betaal is, verreken—

(a) teen enige bedrag wat van die Fonds geëis word as 'n terugbetaling van sodanige bydraes wat nie verskuldig was nie; en

(b) teen enige toekomstige bystand wat deur die Fonds aan genoemde lid verskuldig word.

(d) Every employer shall pay a contribution in respect of each working employer equal to the sum of column B of Annexure A to this Agreement. ~~355~~ (355)

(2) (a) Subject to the provisions of paragraph (b), the employer shall forward monthly the total contributions referred to in subclause (1) together with a return in the form prescribed by the Council from time to time to reach the Secretary not later than the 10th day of the month following the month during which the member's deductions were required to be made.

(b) An employer who is in arrear with payments in terms of paragraph (a) and who fails after having been warned in writing by the Council to forward the outstanding amounts within seven days of the date of such warning, shall upon being notified by the Council in writing to do so submit the contributions referred to in subclause (1) week by week, so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the contributions are due. The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the return referred to in paragraph (a) hereof. An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of contributions on the monthly basis provided for in terms of paragraph (a).

(c) Should any amount due in terms of this clause not be received by the Council by the 10th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of two per cent or at the prevailing prime overdraft rate of Barclays Bank, whichever rate is the greater, per month or part thereof from such 10th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof.

(d) If not already furnished in respect of present employees, but in any event whenever a new employee enters the Industry, the first return referred to in paragraph (a) or (b) following the date upon which such employee became eligible for membership of the Fund shall be accompanied by a Schedule reflecting the full names of the employee, as well as such employee's address, identity number and the address and identity number, where available, of the member's dependant(s) and/or any other information as may be required by the Committee from time to time.

(e) Every member if he has not already done so, but in any event upon joining the Fund, shall advise his employer of his address and identity number and the address and identity number, where available, of his dependant(s). Every member shall furnish his employer with any change of address of dependant(s) and every employer shall advise the secretary thereof, in writing.

(3) If any contribution is made in error to the Fund, the Fund shall not be liable to repay that contribution after the lapse of six months from the date of such payment.

(4) Whenever any benefit has been mistakenly paid to a member as a result of such member having made to the Fund payments which were not due, the Management Committee may set off the amount of benefit so paid—

(a) against any sum claimed from the Fund as a repayment of such contributions which were not due; and

(b) against any future benefits that may become due by the Fund to the said member.

(5) Van die weeklikse bydraes ontvang van die werknemer wat lid is van die vakvereniging wat 'n party by hierdie Ooreenkoms is, en van sy werkgever wat lid is van die werkgewersorganisasie wat 'n party by hierdie Ooreenkoms is, moet die Fonds—

(a) aan die Siektebystandsgenootskap vir Transvaalse Meubel- en Beddegoedwerkers, soos beliggaam in Hoofstuk III, sodanige ledegeld oorgedra as wat in klousule 7 van Hoofstuk III voorgeskryf word;

(b) aan die Sterfte- en Ongeskiktheidskema vir Transvaalse Meubel- en Beddegoedwerkers soos beliggaam in Hoofstuk IV, sodanige ledegeld oorgedra as wat in klousule 5 van Hoofstuk IV voorgeskryf word.

5. BYSTAND

(1) 'n Lid is soos volg geregtig op die betaling van die bystand wat vir hom ingevolge hierdie Hoofstuk opgeloopt het:

(a) Na 12 agtereenvolgende maande sedert hy die Nywerheid verlaat het en by voorlegging van 'n skriftelike bewys wat die Komitee daarvan oortuig dat die lid minstens 12 agtereenvolgende maande buite die Nywerheid gewerk het: Met dien verstande dat die Komitee, onder buitengewone omstandighede en uitsluitlik na eie goedgekeurde, die betaling van sodanige bystand vóór daardie tydperk kan magtig maar nie vroeër nie as drie agtereenvolgende maande nadat die lid die Nywerheid permanent verlaat het;

(b) by aftrede uit die Nywerheid weens—

(i) hoë ouderdom; of

(ii) ongeskiktheid, swak gesondheid of swakheid en 'n lid as gevolg daarvan permanent ongeskik geword het: Met dien verstande dat die lid van sodanige ongeskiktheid bewys gelewer het wat die Komitee tevrede stel;

(c) ondanks paragraaf (a), waar 'n vroeë betaling van bystand goedgekeur is en onder buitengewone omstandighede aan 'n lid gemaak is, kan die Komitee uitsluitlik na eie goedgekeurde te eniger tyd voor die verstryking van nege maande vanaf die datum waarop die bystand aan die lid betaal is, van so 'n lid vereis om die hele bedrag wat as bystand aan hom betaal is of 'n gedeelte daarvan terug te betaal.

(2) (a) Behoudens klousule 4 van hierdie Hoofstuk is 'n lid in subklousule (1) (a) en (d) bedoel, geregtig, op ondervermelde bystand;

(i) As hy hoogstens vyf jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, plus 50 persent van die totale som van die werkgever se bydraes en rente waarmee dié lid gekrediteer is;

(ii) as hy langer as vyf jaar maar hoogstens 10 jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, plus 60 persent van die totale som van die werkgever se bydraes en rente waarmee dié lid gekrediteer is;

(iii) as hy langer as 10 jaar maar hoogstens 20 jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, plus 75 persent van die totale som van die werkgever se bydraes en rente waarmee dié lid gekrediteer is;

(iv) as hy langer as 20 jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes gekrediteer is, plus die totale som van die werkgever se bydraes en rente waarmee dié lid gekrediteer is.

(b) 'n Lid in subklousule (1) (b) hiervan bedoel, moet, behoudens klousule 4 (5) van hierdie Hoofstuk, die bystand betaal word wat in subklousule (2) (a) (iv) voorgeskryf word: Met dien verstande dat die Komitee die reg het om te vereis dat 'n mediese verslag oor sodanige lid op koste van die Fonds voorgelê word.

(5) From the weekly contributions received from the employee who is a member of the trade union which is a party to this Agreement and his employer, who is a member of the employers' organisation which is a party to this Agreement, respectively, the Fund shall divert to— 355

(a) The Transvaal Furniture and Bedding Workers' Sick Benefit Society, as embodied in Chapter III, such subscriptions as are prescribed in clause 7 of Chapter III;

(b) The Transvaal Furniture and Bedding Workers' Death and Disability Scheme, as embodied in Chapter IV, such subscriptions as are prescribed in clause 5 of Chapter IV.

5. BENEFITS

(1) A member shall be entitled to payment of the benefits accrued to him in terms of this Chapter—

(a) 12 consecutive months after left the Industry and upon production of written proof satisfactory to the Committee that the member was engaged outside the Industry for a period of not less than 12 consecutive months: Provided that the Committee may, in exceptional circumstances and at its sole discretion, authorise the payment of such benefits prior thereto but not sooner than three consecutive months after the member has left the Industry permanently;

(b) upon retirement from the Industry owing to—

(i) old age; or

(ii) incapacity, ill-health or infirmity and if a member is permanently disabled as a result thereof: Provided that the member has produced proof of such disablement to the satisfaction of the Committee;

(c) notwithstanding anything contained in paragraph (a) where an early payment of benefits has been approved and made to a member pursuant to exceptional circumstances, the Committee may at its sole and absolute discretion, at any time prior to the expiry of nine months from the date of the member having being paid his benefits, call upon such member to refund the whole or part of the benefits paid to such member.

(2) (a) Subject to the provisions of clause 4 of this Chapter, a member referred to in subclause (1) (a) and (d) shall be entitled to the following benefits:

(i) If he has been a member for a period not exceeding five years, the total amount contributed by him, plus any interest, and bonuses credited to his own contributions in terms of clause 6 of this Chapter plus 50 per cent of the total sum of the employer's contributions and interest credited in respect of that member;

(ii) if he has been a member for a period in excess of five years but not exceeding 10 years, the total amount contributed by him plus any interest and bonuses credited to his own contributions in terms of clause 6 of this Chapter plus 60 per cent of the total sum of the employer's contributions and interest credited in respect of that member;

(iii) if he has been a member for a period in excess of 10 years but not exceeding 20 years, the total amount contributed by him, plus any interest and bonuses credited to his own contributions in terms of clause 6 of this Chapter plus 75 per cent of the total sum of the employer's contributions and interest credited in respect of that member;

(iv) if he has been a member for a period in excess of 20 years, the total amount contributed by him, plus any interest and bonuses credited to his own contributions plus the total sum of the employer's contributions and interest credited in respect of that member.

(b) A member referred to in subclause (1) (b) hereof shall, subject to the provisions of clause 4 (5) of this Chapter, be paid the benefits prescribed in subclause (2) (a) (iv): Provided that the Committee shall have the right to demand a medical report in respect of such member at the expense of the Fund.

Enige bedrag, bo en behalwe die wat deur 'n werknemer bygedra is, en die rente daarop, wat ingevolge hierdie klousule aan so 'n werknemer verskuldig is, kan na die Raad se goeddunke teruggehou of verminder word indien so 'n werknemer om 'n wettige rede deur sy werkgever ontslaan is.

(3) (a) Aansoek om bystand moet skriftelik gedoen word in die vorm wat deur die Komitee voorgeskryf word.

(b) Wanneer 'n lid na die Nywerheid terugkeer voordat betaling gedoen is op grond van 'n aansoek om onttrekking van bystand, vervall die aansoek outomaties en moet bydraes onmiddellik hervat word.

(c) By betaling aan 'n lid van alle bystand wat vir hom ingevolge hierdie Hoofstuk opgehoop het, word die saldo van werkgever se bydraes en rente, as daar is, aan die Fonds verbeur as 'n item waarop die Fonds ingevolge klousule 1 (2) (b) van hierdie Hoofstuk geregtig geword het.

(4) (a) By bewyslewering, wat vir die Bestuurskomitee aanvaarbaar is, van die dood van 'n lid, moet die Fonds, behoudens die omskrywing van "afhanklike" in klousule 3 van Hoofstuk 1, aan die afhanklike(s) en/of begunstigde(s) deur die lid benoem, 'n bedrag betaal gelyk aan die totale bedrag van sy eie en die werkgever sy bydraes wat ten opsigte van sodanige lid bygedra is, plus rente en bonusse waarmee hy ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, en het die boedel van die afgestorwe lid geen eis teen die Fonds nie. Die Bestuurskomitee mag na sy uitsluitlike en absolute goeddunke die bepalinge van artikel 37C van die Wet op Pensioenfondse, 1956 (Wet 24 van 1956), soos gewysig van tyd tot tyd, toepas.

(b) As die afhanklike 'n minderjarige is, mag die Komitee na sy uitsluitlike en absolute goeddunke aan sodanige minderjarige se wettige voog, of aan enige persoon soos bepaal deur die Komitee, die voordeel betaal, of mag die Komitee met die voordeel handel op enige manier hoegenaamd om te verseker dat die voordeel ten gunste van die minderjarige versekerd is.

(c) Elke werkgever moet die sekretaris verwittig van die dood van enige lid in sy diens. Die sekretaris moet so gou moontlik, nadat hy inligting uit enige bron ontvang het van die dood van 'n lid, die afhanklike daarvan in kennis stel per brief of omsendbrief waarin die jongs bekende werkplek van die oorlede bydraer gemeld word, asook die feit dat bystand opgeëis kan word by 'n adres wat die Bestuurskomitee uitdruklik meld.

(d) Ingeval die sekretaris nie in kennis gestel is van die jongste adres van 'n afhanklike nie en die Bestuurskomitee nie daartoe in staat is om die afhanklike by sy/haar jongs bekende adres op te spoor en geen eis om bystand wat ingevolge hierdie klousule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n lid ontvang is nie, moet die Komitee 'n advertensie, in albei amptelike tale, plaas in drie agtereenvolgende uitgawes van hoogstens drie dagblaaie wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n nuusblad moet wees wat in omloop is in die distrik waarin die oorlede lid normaalweg woonagtig was, en in sodanige advertensie moet die jongs bekende werkplek van die oorlede lid en die bekende naam/name van afhanklikes en hul jongs bekende adresse genoem word, asook die feit dat bystand beskikbaar is vir opvordering deur die afhanklike(s) by 'n adres wat die Komitee uitdruklik meld.

(e) As die afhanklike(s) binne 'n jaar en 'n dag vanaf die datum van die laaste plasing van sodanige advertensie soos in paragraaf (d) gespesifiseer, versuim om die bystand op te eis wat aan hulle verskuldig is, moet veronderstel word dat daar geen afhanklike(s) is nie en moet sodanige bystand aan die Fonds verbeur word as geld waarop die Fonds geregtig geword het ingevolge klousule 1 (2) (e) van hierdie Hoofstuk, ten bate van die oorblywende lede en daarna is daar geen verdere eis teen die Fonds nie. Met dien verstande dat die Komitee, ingeval 'n eis ontvang word binne 'n tydperk van drie jaar na die dood van 'n lid, die bevoegdheid het om na sy eie uitsluitlike en absolute goeddunke bedrae aan die betrokke afhanklikes te betaal uit die geld wat aan die Fonds teruggeval het.

(c) Any amount over and above that which has been contributed by an employee and any interest accrued thereon which is due to such member in terms of this clause may, at the discretion of the Council, be withheld or reduced where such employee has been dismissed by his employer for any cause recognised by law as sufficient.

(3) (a) Applications or benefits shall be made, in writing, in the form prescribed by the Committee.

(b) When a member returns to the Industry before payment has been made on an application for withdrawal of benefits, the application will automatically lapse and contributions shall forthwith be resumed.

(c) Upon payment to a member of all benefits accrued to him in terms of this Chapter, the balance of the employer's contributions and interest, if any, shall be forfeited to the Fund as an item to which the Fund has become entitled in terms of clause 1 (2) (e) of this Chapter.

(4) (a) On proof, satisfactory to the Management Committee, of the death of a member, the Fund shall, subject to the definition of "dependant" in clause 3 of Chapter I, pay an amount equal to the aggregate amount of his own and the employer's contributions contributed in respect of such member plus interest and bonuses credited thereto in terms of clause 6 of this Chapter to the dependant(s), and/or to such person/s nominated by the member, and the estate of a deceased member shall have no claim against the Fund. The Management Committee may, at its sole and absolute discretion, apply the provisions of section 37C of the Pensions Fund Act, 1956 (Act 24 of 1956), as amended from time to time.

(b) If the dependant is a minor, the Committee may, at its sole and absolute discretion, pay the benefit to such minor's legal guardian, or to any person determined by the Committee, or it may deal with the benefit in any manner whatsoever, to ensure that the benefit is secured for the benefit of the minor.

(c) Every employer shall notify the secretary of the death of any member in his employ. The secretary shall, as soon as possible, upon receiving information from any source of the death of a member, notify the dependant by letter or circular stating the last known place of work of the deceased contributor and the fact that benefits may be claimed at an address specified by the Management Committee.

(d) In the event of the secretary not having been notified of the latest address of a dependant and the Management Committee not being able to trace the dependant at his/her last known address and no claim for benefits due in terms of this clause being made within a month of the proof of the death of a member the Committee shall insert an advertisement, in both official languages, in three successive issues of not more than three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the last known place of work of the deceased member, the known name(s) of dependants and their last known addresses and the fact that benefits are available for collection by the dependant(s) at an address specified by the Committee.

(e) If within a year and a day from the date of the last insertion of such advertisement as specified in paragraph (d), the dependant(s) fail to claim the benefit due to them, it shall be assumed that there are no dependant(s) and such benefits shall be forfeited to the Fund as moneys to which the Fund has become entitled in terms of clause 1 (2) (e) of this Chapter, for the benefit of the remaining members and there shall thereafter be no further claim against the Fund: Provided that the Committee shall, in the event of a claim being received within a period of three years after the death of a member, be entitled in its entire and absolute discretion, to make payments to the dependants concerned out of the moneys which have reverted to the Fund.

(5) As 'n lid bystand ontvang het waarop hy nie ingevolge hierdie Hoofstuk geregtig is nie en die saak nie behandel word op die wyse soos in klousule 4 (4) van hierdie Hoofstuk uiteengesit nie, is hy daarvoor aanspreeklik om die bedrag van die bystand aldus ontvang aan die Fonds terug te betaal: Met dien verstande dat as die Komitee dit in enige besondere geval onbillik ag om terugbetaling van die hele bedrag van die bystand te eis, hy na goeddunke die terugbetaling van enige kleiner bedrag kan eis of die lid die hele bedrag kwyt-skeld.

(6)(a) Behoudens soos bepaal in paragrafe (b) en (c) hiervan, mag geen bystand of reg op bystand gesedeer, oorge-dra, afgestaan of andersins oorgemaak, of verpand of verhi-potekeer word nie, en geen bydrae deur 'n lid of namens 'n lid gedoen, is vatbaar vir beslaglegging of onderhewig aan enige vorm van eksekusie ingevolge 'n uitspraak of bevel van 'n geregtshof nie.

(b) Indien daar vasgestel word dat 'n lid se lidmaatskap van die Genootskap waarvoor in Hoofstuk III voorsiening gemaak word, verval het, en die Genootskap het foutiewelik of kontraktueel enige mediese uitgawes wat deur sodanige lid en/of sy afhanklikes aangegaan is, betaal, is die Bestuurs-komitee geregtig om die bedrag/bedrae van die lid se eie bydrae/s na af te trek en na die Genootskap oor te plaas.

(c) By ontvangs van skriftelike bewys van die vakvereni-ging wat 'n party by hierdie Ooreenkoms is, dat 'n lid van die vereeniging, kragtens die bepalings van die vereniging se konstitusie enige uitstaande ledegeld en/of boetes verskuldig is aan die vereniging, is die Bestuurskomitee geregtig om sodanige bedrag/bedrae van die lid se eie bydraes af te trek wanneer betaling ingevolge klousule 5 van hierdie Hoofstuk gemaak word, en sodanige bedrag/bedrae aan die vereni-ging oor te betaal.

(7) Niks in hierdie Hoofstuk raak op enige wyse die reg van 'n lid of sy afhanklike(s) om skadeloosstelling of skadever-goeding te eis ten opsigte van werkmense wat beseer is, of wat sterf as gevolg van 'n ongeluk wat ontstaan het uit en in die loop van sy diens nie, en die bedrag betaalbaar ingevolge hierdie subklousule mag nie as gevolg van sodanige eis ver-minder word nie.

(8) (a) As enige bystand wat verskuldig en betaalbaar geword het, uitgesonderd bystand verskuldig en betaalbaar aan afhanklikes ingevolge subklousule (4) nie opgeëis word binne twee jaar vanaf die datum waarop dit verskuldig geword het nie, moet die Komitee, na verstryking van die tweejaartydperk, 'n advertensie, in albei amptelike tale, plaas in hoogstens drie agtereenvolgende uitgawes van drie dag-blaaie wat in die Republiek van Suid-Afrika in omloop is waar-in bekendgemaak word dat 'n opgawe op die kantoor van die Raad beskikbaar is ter insae van lede of die afhanklike(s) van sodanige lede wat die Nywerheid verlaat het voor en tot op die vervaldatum van die onopgeëiste Voorsorgfondsbydraes wat in die opgawe verskyn en waarin sodanige lid of sy afhanklike(s) versoek word om eise om sodanige bystand in te dien binne 'n tydperk van drie maande vanaf die datum van die laaste plasing van die advertensie en om volledige besonderhede te verstrek van die grond waarop sodanige eise ingedien word. Die Komitee moet, na die laaste datum waarop eise ingedien kan word, sodanige eise oorweeg en aan 'n lid of, as geen eis van 'n lid ontvang word nie, aan sy afhanklike(s) wat eise ingedien het op die wyse hierin voor-geskryf, sodanige bedrae soos hy goeddink betaal wat nie volle bystand oorskry wat aan die lid verskuldig is nie: Met dien verstande dat sodanige betaling gedoen moet word aan afhanklikes volgens die rangorde gemeld in die omskrywing van "afhanklike" in klousule 3 van Hoofstuk 1.

(b) As geen eis binne die tydperk van drie maande van 'n lid of sy afhanklikes ontvang word nie, moet die Fonds afskrifte van die opgawe van sodanige onopgeëiste geld verstrek aan die vakverenigings wat moet poog om binne 'n verdere drie maande die lede op te spoor of hul afhanklikes

(5) If a member has received a benefit to which he is not entitled under the provisions of this Chapter and the matter is not dealt with in the manner set out in clause 4 (4) of this Chapter, he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Committee deems it inequitable in any particular case to demand repay-ment of the whole amount of the benefit, it may, in its discre-tion, demand repayment of any lesser amount or relieve such member of the repayment of the whole amount. (b) (c)

(6)(a) Save as provided for in Paragraphs (b) and (c) hereof no benefit or right to any benefit shall be capable of being ceded, transferred, assigned or otherwise made over, or pledged or hypothecated, nor shall any contribution made by a member or on his behalf be liable to be attached or be subject to any form of execution under a judgment or order of a court of law. (355)

(b) If it is established that a member has ceased to be a member of the Society provided for in Chapter III, and the Society has in error or contractually paid for any medical expenses incurred by such member and/or his dependants, the Management Committee shall have the right to deduct the amount/s from the member's own contributions and transfer the amount/s to the Society.

(c) On receipt of written proof from the trade union, which is a party to this Agreement that a member of the trade union is, in terms of the provisions of the trade union's constitution, indebted to the trade union for any outstanding subscriptions and/or fines, the Management Committee shall have the right to deduct such amount/s from the member's own contribu-tions when payment of benefits is made in terms of clause 5 of this Chapter and to pay such amount/s to the trade union.

(7) Nothing contained in this Chapter shall in any way affect the right of any member or his dependant(s) to claim compensation or damages to workmen injured or dying from any accident arising out of and in the course of his employ-ment, and the amount payable under this subclause shall not be reduced by reason of any payment that may be made as a result of such claim.

(8) (a) If any benefit due and payable to dependants in terms of subclause (4), is not claimed within two years from the due date thereof, the Committee shall, after the expiry of the two year period, insert an advertisement, in both official languages, in not more than three successive issues of three daily newspapers circulating in the Republic of South Africa, advising that a schedule is available for scrutiny at the Offices of the Council by members or the dependants of such members who had left the Industry prior to and up to the due date of the unclaimed Provident Fund contributions reflected in the Schedule and calling upon such member or his depen-dant(s) to submit claims for such benefits within a period of three months from the date of the last insertion of the adver-tisement and to furnish full details of the grounds upon which such claims are made. The Committee shall, after the last date upon which claims may be submitted, consider such claims and may pay to a member or, if no claim is received from a member, to his dependant(s) who have submitted claims in the manner prescribed herein, such moneys not exceeding the full benefit due to the member, as it may deem fit: Provided that such payment shall be made to dependants in the order or preference contained in the definition of "dependant" as defined in clause 3 of Chapter I.

(b) Should no claim have been received from a member or his dependants within the period of three months, the Fund shall supply the trade unions with copies of the schedule of such unclaimed moneys and the trade unions shall within a further period of three months try to trace the members or

te vind wanneer daar kennis gedra word van afhanklikes. As geen eis binne 'n tydperk van ses maande vanaf die datum van die laaste plasing van die advertensie ingevolge paragraaf (a) van 'n lid of sy afhanklikes ontvang is nie, moet die bystand aan die Fonds verbeur word as geld waarop die Fonds geregtig geword het ingevolge klousule 1 (2) (e) van hierdie Hoofstuk ten bate van die oorblywende lede en daarna is daar geen verdere eis teen die Fonds nie. Met dien verstande dat die Bestuurskomitee egter, ingeval 'n eis ontvang word binne 'n tydperk van vyf jaar vanaf die datum van beëindiging van die dienste van 'n lid in die Nywerheid, die bevoegdheid het om na sy uitsluitlike en absolute goeddunke bedrae te betaal aan die betrokke lid of bevoorreedes uit die geld wat aan die Fonds teruggeval het. Verder met dien verstande dat die Bestuurskomitee van tyd tot tyd betalings aan die Raad mag magtig, uit fondse wat aan die Fonds toeval, vir die doel om die doelstellings en belange van die Nywerheid te bevorder.

6. RENTE EN BONUSSE

(1) Op 30 September elke jaar moet die surplus (as daar is) verkry word deur die totale bedrag van—

(a) die uitgawes van die administrasie van die Fonds tot en met 30 September van daardie jaar;

(b) enige rente gekrediteer aan lede wat bystand gedurende daardie jaar ontvang het; en

(c) sodanige bedrae as wat in subklousule (4) gemeld word;

af te trek van die som van die bedrae wat gedurende die vorige jaar soos volg opgeloop het, naamlik:

(i) Rente uit beleggings;

(ii) bystand verbeur deur lede van die Fonds toe hulle die Nywerheid verlaat het voordat hulle vir volle bystand gekwalifiseer het;

(iii) alle geld in klousule 1 (2) (e) van hierdie Hoofstuk gemeld; en

(iv) enige saldo oorgebring na die toewysing van rente en bonusse.

(2) Ingeval 'n surplus verkry word op die wyse voorgeskryf in subklousule (1), is elke lid geregtig op rente op die bedrag wat in sy krediet staan, en die bedrag in die Fonds wat in die krediet van sy werkgever staan, moet met 'n gelyke bedrag aan rente verhoog word. Die rentekoers moet deur die Komitee vasgestel word.

(3) (a) As daar, na die mening van die Komitee, 'n groot genoeg saldo oorbly nadat die totale bedrag aan rente, gekrediteer ingevolge subklousule (2) afgetrek is van die surplus in genoemde subklousule gemeld, moet die bedrag wat in die krediet van die lid staan, verhoog word by wyse van 'n bonus wat op die volgende wyse bereken word:

Gemelde saldo moet vasgestel word as 'n persentasie van die totale bedrae wat op 30 September in die krediet van 'n lid se eie bydraerekening in die Fonds staan. Die persentasie aldus vasgestel, moet daarna vermenigvuldig word met die totale bedrag wat in die krediet van die lid se eie bydraerekening staan, en die resultaat aldus verkry, is dan sy bonus.

(b) Die Komitee het die bevoegdheid om die persentasie in paragraaf (a) gemeld vir berekeningsdoeleindes te verminder tot die naaste gerieflike persentasie en/of breuk daarvan en om enige saldo wat oorbly na die toewysing van bonusse na die volgende jaar oor te dra.

(c) Vir die toepassing van hierdie klousule ontvang elke lid van die Fonds rente en bonusse ooreenkomstig subklousules (2) en (3) ongeag of die bedrag wat in sy rekening staan, verskuldig geword het en betaalbaar is of onderworpe is aan 'n aansoek om onttrekking, of onderworpe is aan enigeen van die prosedures voorgeskryf vir aansoeke om eise, of verbeuring.

dependants where known. Should no claim have been received from a member or his dependants within a period of six months from the date of the last insertion of the advertisement in terms of paragraph (a), the benefit shall be forfeited to the Fund as moneys to which the Fund has become entitled in terms of clause 1 (2) (e) of this Chapter for the benefit of the remaining members and there shall thereafter be no further claim against the Fund: Provided that the Management Committee shall, however, in the event of a claim being received within a period of five years from the date of termination of services of a member in the Industry, be entitled in its entire and absolute discretion, to make payment to the member or beneficiaries concerned out of the moneys that have reverted to the Fund: Provided further that the Management Committee may, from time to time, be entitled to make payment, out of the moneys that have reverted to the Fund, to the Council for the purposes of furthering the objectives and interests of the Industry.

6. INTEREST AND BONUSES

(1) As at 30 September of each year, the surplus (if any) shall be obtained by deducting the total of—

(a) the expenses of the administration of the Fund up to and including 30 September of that year;

(b) any interest credited to members who received benefits during that year; and

(c) such moneys as are referred to in subclause (4);

from the sum of the following accruals during the previous year;

(i) Interest from investments;

(ii) benefits forfeited by members of the Fund upon leaving the Industry before qualifying for full benefits;

(iii) any moneys referred to in clause 1 (2) (e) of this Chapter; and

(iv) any balance carried forward after the allocation of interest and bonuses.

(2) In the event of a surplus being obtained in the manner prescribed in subclause (1), each member shall be entitled to interest on the amount standing to his credit and the amount in the Fund standing to the credit of his employer shall be increased by a like amount of interest. The rate of such interest shall be determined by the Committee.

(3) (a) If, in the opinion of the Committee, a balance of sufficient proportions remains after deducting the total sum of interest credited in terms of subclause (2) from the surplus referred to in the said subclause, the amount standing to the credit of the member shall be increased by way of a bonus arrived at in the following manner:

The said balance shall be determined as a percentage of the total amount standing to the credit in the Fund of a member's own contribution account as at 30 September. The percentage thus ascertained shall thereupon be multiplied by the total amount standing, to the credit of the member's own contribution account and the figure so obtained shall be his bonus.

(b) The Committee shall have the right to reduce the percentage referred to in paragraph (a) to the nearest convenient percentage and/or fraction thereof for purposes of calculation and to carry forward to the following year any balance left over after allocation of bonuses.

(c) For the purposes of this clause every member of the Fund shall receive interest and bonuses, in terms of subclauses (2) and (3), irrespective of whether the amount standing to his account has become due and payable, or is subject to an application for withdrawal, or is subject to any of the procedures prescribed for the invitation of claims or forfeiture.

(d) Na die toewysing van rente en bonusse ingevolge onderskeidelik subklousules (2) en (3) en ingeval hierdie bystand verskuldig en betaalbaar word, en by betaling van sodanige bystand vir die eersvolgende 30 September, is 'n lid geregtig op rente vanaf 30 September, onmiddellik voor die datum van betaling, tot sodanige datum van betaling. Die rentekoers is dié wat die Komitee vasstel ooreenkomstig subklousule (2).

(4) Die Komitee moet lede se bystand wat verbeurd verklaar is weens geen fout van hul kant nie, as gevolg van foute in opgawes van werkgewers of persoonsverwarring deur die administrasie van die Fonds, herstel.

7. VERSTRYKING VAN OOREENKOMS, ONTBINDING VAN DIE RAAD EN LIKWIDASIE

(1) Indien hierdie Ooreenkoms verstryk weens verloop van tyd of beëindiging om enige ander rede en geen daaropvolgende Ooreenkoms binne 12 maande na die datum van verstryking van hierdie Ooreenkoms aangegaan word om die werksaamhede van die Fonds voort te sit nie of indien die Fonds nie binne 12 maande na genoemde datum van verstryking deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel ingestel is nie, moet die Fonds gelikwedeer word deur die Komitee wat intussen vir die administrasie van die Fonds verantwoordelik is. Ingeval die Fonds ooreenkomstig hierdie subklousule oorgedra word—

(a) word die bystand wat op die datum van sodanige oordrag aan lede van die Fonds verskuldig is, op generlei wyse as gevolg van die oordrag verminder nie; en

(b) word enige lid van die Fonds wat nie lid van die nuwe Fonds kan word nie, sy volle bystand betaal asof hy die Nywerheid verlaat het.

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds steeds geadministreer word deur die Komitee of sodanige ander persone as wat die Registrateur ingevolge daardie subartikel aanwys. Enige vakature wat in die Komitee ontstaan, kan deur die Registrateur uit werkgewers en werknemers in die Nywerheid, na gelang van die geval, gevul word ten einde gelyke getalle werkgewer- en werknemerverteenwoordigers in die Komitee te verseker. Ingeval die Komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds, na die mening van die Registrateur, onuitvoerbaar of onwenslik maak, kan hy 'n persoon aanstel wat onverwyld nog twee persone moet koöpteer van wie een 'n lid van die Fonds of 'n besoldigde beampte van een van die vakverenigings is, en die ander een 'n lid van die werkgewersorganisasie of 'n besoldigde beampte daarvan is, en tesame is hierdie persone die trustees by wie al die bevoegdhede, regte en pligte van die Komitee berus. Ingeval daar geen Raad bestaan nie, moet die Fonds by verstryking van die Ooreenkoms deur die Komitee of die trustees, na gelang van die geval, gelikwedeer word.

(3) Enige vakature wat ontstaan in die raad van trustees saamgestel kragtens subklousule (2), moet gevul word op dieselfde wyse as dié wat in daardie subklousule bepaal word.

(4) Die trustees moet uit die Fonds die redelike gelde betaal word waaroor hulle en die Registrateur ooreenkom.

(5) By likwidering van die Fonds ingevolge subklousule (1) of (2) moet die Komitee, likwidateur of die trustees, na gelang van die geval—

(a) onverwyld daartoe oorgaan om alle beleggings en bates van die Fonds in kontantfondse om te sit wat dan binne 30 dae as onmiddellik opeisbare kontant belê moet word;

(b) alle krediteure, administrasie- en likwidasielaste uit die Fonds betaal;

(d) After the allocation of interest and bonuses in terms of subclauses (2) and (3), respectively, and in the event of these benefits becoming due and payable, and upon payment of such benefits before the next succeeding 30 September, a member shall be entitled to interest from 30 September, immediately prior to the date of payment, to such date of payment. The rate of interest shall be the rate determined by the Committee in terms of subclause (2).

(4) The Committee shall reinstate benefits of members which have been declared forfeited through no fault of their own by virtue of errors in returns of employers, or mistaken identity by the administration of the Fund.

7. EXPIRY OF AGREEMENT, DISSOLUTION OF COUNCIL AND LIQUIDATION

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, and no subsequent Agreement being negotiated for the purpose of continuing the operation of the Fund or the Fund not being transferred by the Council to any other fund constituted for the same purpose within 12 months from the date of expiry of this Agreement, the Fund shall be liquidated by the Committee which in the meantime shall be responsible for the administration of the Fund. In the event of the Fund being transferred in terms of this subclause—

(a) the benefits due to members of the Fund as at the date of such transfer shall in no way be diminished by virtue of such transfer; and

(b) any member of the Fund who may be precluded from becoming a member of the new Fund, shall be paid out his full benefit as if he had retired from the industry.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by the Committee or such other persons as the Registrar may designate in terms of that subsection. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees in the industry, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a person who shall forthwith co-opt two more persons, one being a member of the Fund or a paid official of the trade union and the other being a member of the employers' organisation or a paid official thereof, and these persons together shall be the trustees in whom all the powers, rights and duties of the Committee shall vest. In the event of there being no Council in existence, the Fund shall be liquidated upon the expiry of the Agreement by the Committee or the trustees, as the case may be.

(3) Any vacancy occurring on the board of trustees as constituted in subclause (2) shall be filled in the same manner provided for in that subclause.

(4) The trustees shall be paid from the Fund such reasonable fees as shall be agreed upon between themselves and the Registrar.

(5) Upon liquidation of the Fund in terms of subclause (1) or (2) the Committee, liquidator or the trustees, as the case may be, shall—

(a) forthwith proceed to convert all investments and assets of the Fund into cash funds and invest such cash on call within 30 days;

(b) pay all creditors, administration and liquidation expenses from the Fund;

(c) na aftrekking van alle verskuldigde bedrae en uitgawes, die netto aanwas of tekort van die Fonds bepaal en dit toewys aan die lede se rekenings op die wyse voorgeskryf in klousule 6 van hierdie Hoofstuk;

(d) na hierdie finale toewysing ooreenkomstig paragraaf (c), die bedrae wat in die kredit van lede se rekenings staan, aan sodanige lede betaal asof hulle die Nywerheid by aftrede verlaat het.

(6) Ondanks andersluidende bepalings in hierdie Hoofstuk, moet enige bystand verbeur word waarop lede ingevolge subklousule (5) (d) geregtig geword het maar wat hulle nie binne ses maande opgeeis het na die datum waarop sodanige bystand verskuldig en betaalbaar geword het nie, en moet dit in die Siektebystandsgenootskap vir Transvaalse Meubel- en Beddegoedwerkers inbetaal word, en as die Genootskap nie meer bestaan nie, dan in die Sterfte- en Ongeskikheidskema vir Transvaalse Meubel- en Beddegoedwerkers;

Met dien verstande dat die Bestuurskomitee of die Mediese Komitee, na gelang van die geval, egter die bevoegdheid het om, ingeval 'n eis binne 'n tydperk van drie jaar vanaf sodanige datum ontvang word na sy uitsluitlike en absoluutgoedduke aan die betrokke bevoorreedes betaling te doen uit die gelde wat aan die Genootskap of die Skema verbeur is.

(7) Ingeval sowel die Skema en die Genootskap reeds gelikwedeer is, moet die geld wat kragtens subklousule (6) verbeur is, in die algemene fonds van die Raad inbetaal word: Met dien verstande dat die Raad egter die bevoegdheid het om, ingeval 'n eis ontvang word binne 'n tydperk van drie jaar vanaf die datum waarop sodanige bystand verskuldig geword het, soos in subklousule (6) bepaal na sy uitsluitlike en absoluutgoedduke aan die betrokke bevoorreedes betalings te doen uit die geld wat aan die Raad se fondse verbeur is.

(8) As die sake van die Raad reeds beredder en die saldo van die Raad se fondse verdeel is, moet die geld wat kragtens subklousule (6) hiervan verbeur is, ingeval die Skema en die Genootskap reeds gelikwedeer is, verdeel word soos in artikel 34 (4) van die Wet bepaal asof dit deel van die algemene fondse van die Raad uitmaak.

HOOFSTUK III

1. SIEKTEBYSTANDSGENOOTSKAP VIR TRANSVAALSE MEUBEL- EN BEDDEGOEDWERKERS

(1) Die Siektebystandsvereniging vir Transvaalse Meubelwerkers, ingestel kragtens die Ooreenkoms gepubliseer by Goewermenskennisgewing 44 van 13 Januarie 1961; en die Siektebystandsvereniging vir Transvaalse Beddegoedwerkers, ingestel kragtens die Ooreenkoms gepubliseer by Goewermenskennisgewing 495 van 24 Maart 1961, saamgesmelt kragtens die Herbekragtigingsooreenkoms gepubliseer by Goewermenskennisgewing R. 3043 van 4 Januarie 1991 en nou genoem die Siektebystandsgenootskap vir Transvaalse Meubel- en Beddegoedwerkers, word hierby voortgesit.

(2) Die geld van die Genootskap bestaan uit—

(a) geld wat in die kredit van die Genootskap staan op die datum waarop hierdie Ooreenkoms van krag word;

(b) die ledegeld wat kragtens klousule 4 (5) van Hoofstuk II aan die Genootskap oorgedra word;

(c) rente verkry uit die belegging van geld van die Genootskap; en

(d) enige ander geld waarop die Genootskap geregtig word of wat aan die Genootskap geskenk word.

2. DOELSTELLINGS

(1) Die doel van die Genootskap is om fondse in te samel en in stand te hou deur middel van ledegeld, bydraes en skenkings om ingevolge hierdie Hoofstuk van hierdie Ooreenkoms en die regulasies lede en, behoudens klousule 5

(c) after deduction of all amounts owing to expenses, determine and allocate the net improvement or shortfall of the Fund to the members' accounts in the manner prescribed in clause 6 of this Chapter;

(d) after this final allocation in terms of paragraph (c) pay the amounts standing to the credit of members accounts to such members as though they had left the Industry upon retirement.

(6) Notwithstanding anything to the contrary contained in this Chapter, should any benefits to which members have become entitled in terms of subclause (5) (d) not be claimed within six months from the date upon which such benefits became due and payable, then the benefits shall be forfeited and be paid into the Transvaal Furniture and Bedding Workers' Sick Benefit Society, and if the Society is no longer in existence then into the Transvaal Furniture and Bedding Workers' Death and Disability Scheme:

Provided that the Management Committee or the Medical Committee, as the case may be, shall however in the event of a claim being received within a period of three years from such date, be entitled in its entire and absolute discretion, to make payments to the beneficiaries concerned out of the moneys which have been forfeited to the Society or the Scheme.

(7) In the event of the Scheme and the Society both already having been liquidated then moneys forfeited in terms of subclause (6) shall be paid into the general funds of the Council: Provided that the Council shall, however, in the event of a claim being received within a period of three years from the date upon which such benefits became due, as specified in subclause (6), be entitled in its entire and absolute discretion, to make payments to the beneficiaries concerned out of the moneys which have been forfeited to the funds of the Council.

(8) If the affairs of the Council have already been wound up and the balance of the Council's funds distributed, then the moneys forfeited in terms of subclause (6) shall, in the event of the Scheme and the Society already having been liquidated, be distributed as provided for in terms of section 34 (4) of the Act as if it formed part of the general funds of the Council.

CHAPTER III

1. TRANSVAAL FURNITURE AND BEDDING WORKERS' SICK BENEFIT SOCIETY

(1) The Transvaal Furniture Workers' Sick Benefit Society, established in terms of the Agreement published under Government Notice 44 of 13 January 1961; and the Transvaal Bedding Workers' Sick Benefit Society, established in terms of the Agreement published under Government Notice 495 of 24 March 1961, amalgamated in terms of the Re-enacting Agreement published in Government Notice R. 3043 of 4 January 1991 and now styled the Transvaal Furniture and Bedding Workers' Sick Benefit Society, is hereby continued.

(2) The moneys of the Society shall consist of—

(a) moneys standing to the credit of the Society as at the date of coming into operation of this Agreement;

(b) the subscriptions diverted to the Society in terms of clause 4 (5) of Chapter II;

(c) interest derived from the investment of any moneys of the Society; and

(d) any other moneys to which the Society may become entitled or which may be donated to the Society.

2. OBJECTS

(1) The objects of the Society shall be to raise and maintain funds by subscriptions, contributions and donations for the purpose of providing, in accordance with the provisions of this Chapter of this Agreement and the regulations, members

van hierdie Hoofstuk, hul afhanklikes, te voorsien van mediese, chirurgiese, tandheelkundige en oftalmiese ondersoeke en behandelings, medisyne, verbande, geriewe, behandeling in hospitale of verpleeginrigtings wanneer vry beddens in 'n hospitaal, ooreenkomstig die betrokke provinsiale ordonansie, onverkrygbaar is en laasgenoemde geval dringend is; om lede te voorsien van siektebesoldiging en sodanige ander bystand en hulp as wat van tyd tot tyd deur die Mediese Komitee bepaal word en om stappe te doen vir die voorkoming van siekte en die verbetering en bevordering van die gesondheid van lede en hul afhanklikes.

(2) In verband met die verwesenliking van bogenoemde doelstellings kan die Genootskap—

(a) kontrakte aangaan met sodanige dokters, verpleegters, aptekers en ander persone as wat hy wenslik ag, asook hulle retineer of in diens neem;

(b) enige hospitaal, verpleeginrigting, herstellingsoord of 'n dergelike inrigting of enige spreekkamer of apteek instel en/of dryf;

(c) kontrakte aangaan met enige hospitaal, verpleeginrigting, herstellingsoord of 'n dergelike inrigting vir die versorging van lede en hul afhanklikes;

(d) kontrakte aangaan met enige oogkundige, tandarts, farmaseut of enige ander persoon vir die versakffing van dienste, oogkundige benodigdhede, medisyne, kunsgebite, verband en drogerie;

(e) roerende en, behoudens die goedkeuring van die Registrateur, vaste eiendom verkry en/of geboue oprig en/of in stand hou;

(f) amalgameer of verenig met of wederkerig saamwerk met enige ander organisasie of liggaam wie se doelstellings geheel en al of gedeeltelik soortgelyk is aan dié van die Genootskap.

(3) Verder kan die Genootskap al sodanige ander dinge doen as wat voortvloei uit of bevorderlik is vir die verwesenliking van enige doelstelling, of wat voortvloei uit enige van die bevoegdhede of funksies in hierdie Hoofstuk gemeld.

3. LIDMAATSKAP

(1) (a) Lidmaatskap van die Genootskap word voortgesit en is verpligtend—

(i) slegs vir lede van die Fonds voortgesit kragtens Hoofstuk II van hierdie Ooreenkoms wat lede van die vakverenigings is en in diens is by lede van die werkgewersorganisasie; en

(ii) vir leerlinge en vakleerlinge.

(b) Ondanks paragraaf (a) staan lidmaatskap verder, na goeddunke van die Mediese Komitee, oop vir enige ander persone wat in die Nywerheid werksaam is, uitgesonderd los werknemers, wat aansoek doen om lede te word op sodanige voorwaardes rakende bydraes van die Genootskap en andersins, as wat die Mediese Komitee van tyd tot tyd voorskryf.

(2) Lidmaatskap van die Genootskap eindig sodra 'n lid die Nywerheid verlaat, ongeag enige ledegeld wat reeds betaal is.

(3) Lede wat na 20 jaar diens uit die Nywerheid tree weens hoë ouderdom of liggaamlike ongeskiktheid, soos gestaaf deur 'n mediese sertifikaat, of weduwees van oorlede lede, kan toegelaat word om steeds deel te hê aan die bystand wat die Genootskap bied, op sodanige voorwaardes rakende bydraes aan die Genootskap en andersins as wat die Mediese Komitee van tyd tot tyd voorskryf.

(4) Hierdie klousule is nie van toepassing op persone wat in die Nywerheid werksaam is en wat afhanklikes van lede van hierdie of enige ander mediese skema is nie.

and, subject to clause 5 of this Chapter, their dependant(s) with medical, surgical, dental, and ophthalmic attendance and treatment, medicines, dressing, comforts, hospital or nursing home treatment when free beds in a hospital, in terms of the relevant Provincial Ordinance, are unobtainable and the latter case is one of urgency; to provide sick pay for members and such other benefits and assistance as may from time to time be determined by the Medical Committee and to take measures for the prevention of sickness and for the improvement and promotion of health amongst members and their dependants.

(2) In connection with the attainment of the afore-mentioned objects the Society may—

(a) contract with, retain or employ such doctors, nurses, dispensers and other persons as it may consider desirable;

(b) establish and/or conduct any hospital, nursing home, convalescent home or the like, or any surgery or dispensary;

(c) contract with any hospital, nursing home, convalescent home or the like for the care of members and their dependants;

(d) contract with any optician, dentist, pharmacist or any other person for the supply of services, optical requirements, medicines, dentures, dressings and drugs;

(e) acquire movable and subject to the approval of the Registrar acquire immovable property and/or erect and/or maintain buildings;

(f) amalgamate or incorporate with or work in reciprocity with any other organisation or body having objects similar in whole or in part to those of the Society.

(3) The Society may further do all such other things as are incidental or conducive to the attainment of any object, or incidental to any of the powers or functions in this Chapter.

3. MEMBERSHIP

(1) (a) Membership of the Society shall be continued and compulsory for—

(i) only members of the Fund continued in terms of Chapter II of this Agreement who are members of the trade union and who are employed by members of the employers' organisation; and

(ii) learners and apprentices.

(b) Notwithstanding the provisions of paragraph (a), membership shall further, at the discretion of the Medical Committee, be open to any other person engaged in the Industry, other than casual employees, who apply to become members, on such terms and conditions as to contributions to the Society and otherwise as the Medical Committee may from time to time prescribe.

(2) Membership of the Society shall terminate immediately a member leaves the Industry, notwithstanding any subscriptions which may have been paid.

(3) Members, who after 20 years of service, retire from the Industry owing to old age or physical inability as substantiated by a medical certificate, or widows of deceased members may be permitted to continue to participate in the benefits of the Society, on such terms and conditions as to contributions to the Society and otherwise as the Medical Committee may from time to time prescribe.

(4) The provisions of this clause shall not apply to persons who are engaged in the Industry and who are dependants of members of this or any other medical scheme.

4. LEDE SE KLAGTES

(1) Enige klag teen die Mediese Komitee of enige beampte of dienaar daarvan moet skriftelik gerig word aan die Raad wat die bevoegdheid het om 'n oordeel te vel en wie se beslissing finaal is.

(2) Klagtes teen mediese personeel moet by die Mediese Komitee ingedien word, wat op sy beurt genoemde klagtes moet verwys na 'n komitee aangestel om sodanige klagtes te ondersoek en wat bestaan uit persone uit eersgenoemde Komitee se geledere aangestel, tesame met die Hoof Mediese Beampte. Die komitee van ondersoek moet daarna sy bevindings aan die Mediese Komitee voorlê.

5. TOELATING VAN AFHANKLIKES

Ondergemelde persone moet op die voorwaardes hieronder uiteengesit as afhanklikes van 'n lid toegelaat word:

(a) 'n Lid se vrou, en 'n lid se kinders onder die ouderom van 18 jaar (met inbegrip van wettig aangenome en stiefkinders), behoudens sodanige bewys as wat die Mediese Komitee vereis aangaande die vraag of hulle geheel en al van sodanige lid afhanklik is;

(b) enige ander persoon wat na goeë dunde van die Mediese Komitee geheel en al van 'n lid afhanklik is:

Met dien verstande dat 'n persoon in (a) en (b) hierbo bedoel—

(i) nie toegelaat word as 'n afhanklike van 'n lid nie, tensy sodanige persoon medies gekeur is tot tevredenheid van die Mediese Komitee;

(ii) wat ouderdoms- of enige ander pensioen van hoogstens die bedrag pensioen betaalbaar van tyd tot tyd deur die Staat ontvang, en kinders onder die ouderdom van 18 jaar wat 'n inkomste van hoogstens die bedrag pensioen betaalbaar van tyd tot tyd deur die Staat ontvang het, na goeë dunde van die Mediese Komitee, as geheel en al afhanklik geag kan word;

(iii) gewoonlik by die betrokke lid inwoon: Met dien verstande dat die Mediese Komitee in spesiale gevalle, op sodanige voorwaardes as wat hy van tyd tot tyd bepaal, persone wat nie aldus inwoon nie as afhanklikes kan toelaat.

6. LIDMAATSKAPKAARTE

(1) Aan elke lid moet 'n kaart uitgereik word as bewys van lidmaatskap. Op versoek moet hierdie kaart getoon word aan enige persoon wat aan 'n lid of afhanklike ooreenkomstig hierdie Hoofstuk dienste lewer waarvoor die Genootskap geheel en al of gedeeltelik aanspreeklik is.

(2) Lede moet die Sekretaris van die Genootskap binne 30 dae in kennis stel van—

(a) enige verandering in die huwelikstaat van 'n lid;

(b) die geboorte van 'n kind aan 'n lid se vrou of die wettige aanneming van 'n kind deur die lid;

(c) die dood, die bereiking van die ouderdom van 18 jaar, of die huwelik van 'n afhanklike;

(d) die feit dat 'n afhanklike 'n pensioen van meer as die wat van tyd tot tyd deur die Staat betaal word begin ontvang en kinders onder die ouderdom van 18 jaar wat 'n inkomste van meer as R60 per maand begin ontvang;

(e) verandering van adres; en

(f) verandering van paneeldokter.

(3) In die geval van (a) of (b) van subklousule (2), moet die huwelik- of geboortesertifikaat en/of bewys van wettige aanneming ingedien word.

(4) Lidmaatskapkaarte moet in die eerste instansie gratis uitgereik word maar as 'n kaart verlore raak, moet R5 deur die betrokke lid aan die Genootskap vir die vervanging van die kaart betaal word.

4. MEMBERS' COMPLAINTS

(1) Any complaint against the Medical Committee or any official or servant thereof shall be made, in writing, to the Council who shall have power to adjudicate, and whose ruling shall be final.

(2) Complaints against medical personnel shall be lodged with the Medical committee, which in turn shall refer the said complaints to a Committee appointed to investigate such complaints, consisting of persons appointed from the members of the first named Committee together with the Chief Medical Officer. The investigating committee shall thereupon report its findings to the Medical Committee.

5. ADMISSION OF DEPENDENTS

The following persons shall, on the conditions set out hereunder, be admitted as dependants of a member:

(a) A member's wife, and a member's children under the age of 18 years (including legally adopted and foster children) subject to such proof as the Medical Committee may required of their being wholly dependent on such member;

(b) any other person who at the discretion of the Medical Committee is wholly dependent on a member:

Provided that a person referred to in (a) and (b) above—

(i) shall not be admitted as a dependent of any member unless such person has passed a medical examination to the satisfaction of the Medical Committee;

(ii) who is in receipt of old age or any pension not exceeding the amount of pension payable by the State from time to time, and children under the age of 18 years who are in receipt of an income not exceeding the amount of pension payable by the State from time to time may, at the discretion of the Medical Committee, be considered as wholly dependent;

(iii) shall normally reside with the member concerned: Provided that in special cases the Medical Committee may, on such conditions as it may lay down from time to time, admit as dependents persons not so resident.

6. MEMBERSHIP CARDS

(1) A card shall be issued to every member as evidence of membership. This card must be produced, upon request to any person rendering services to a member or dependant in terms of the provisions of this Chapter and for which the Society may be liable in whole or in part.

(2) Members shall advise the Secretary of the Society within 30 days of—

(a) any change in the marital status of a member;

(b) the birth of a child to a member's wife or the legal adoption of a child by a member;

(c) the death, the attainment of 18 years of age, or the marriage of a dependant;

(d) a dependant becoming the recipient of a pension exceeding the amount of pension payable by the State from time to time and children under the age of 18 years who become recipients of an income exceeding R60 per month;

(e) a change of address;

(f) a change of panel doctor.

(3) In the case of (a) or (b) of subclause (2), the marriage or birth certificate and/or evidence of legal adoption must be produced.

(4) Membership cards shall be issued free in the first instance but if a card is lost, a fee of R5 shall be paid to the Society by the member concerned for its replacement.

(5) 'n Nuwe uitreiking van lidmaatskapkaarte kan van tyd tot tyd na goeë dunde van die Komitee gedoen word.

(6) Lidmaatskapkaarte bly te alle tye die eiendom van die Genootskap en moet by beëindiging van lidmaatskap aan die Genootskap terugbesorg word.

(7) Die Genootskap moet die lid se paneeldokter in kennis stel van enige verandering in die lid se besonderhede wat kragtens subklousule 2 aan die Genootskap verstrekk is.

7. LEDEGELD

(1) Ledegeld deur verpligte lede betaal, moet kragtens klousule 4 (5) van die Hoofstuk II aan die Genootskap oorge- dra word uit die bydraes in klousule 4 (1) (a) van Hoofstuk II van hierdie Ooreenkoms bepaal, en wel as soos volg:

Lede, leerlinge en vakleerlinge wat op die datum van inwerkingtreding van hierdie Ooreenkoms lede van die Fonds is R10,28 per week, synde R5,14 van die led se bydraes en R5,14 van die werkgewer se bydraes, plus 'n bedrag volgens die volgende formule:

WEEKLIKSE BYDRAE

	Slegs lid	Lid plus een afhanklike	Lid plus twee afhanklikes	Lid plus drie afhanklikes	Lid plus vier of meer afhanklikes
Werknemer se bydrae.....	R0,80	R3,30	R 5,80	R 8,30	R10,80
Werkgewer se bydrae.....	R0,80	R3,30	R 5,80	R 8,30	R10,80
Totale bydrae.....	R1,60	R6,60	R11,60	R16,60	R21,60

Die bydraes bedoel in die bogenoemde formule moet aan die Raad oorbetal word en wanneer die werkgewer sodanige bedrag betaal, moet hy 'n staat verstrekk in die vorm wat die Bestuurskomitee van tyd tot tyd voorskryf.

(2) Ledegeld van ander lede as verpligte lede moet van tyd tot tyd deur die Mediese Komitee bepaal word en is maandeliks vooruitbetaalbaar aan die Sekretaris van die Genootskap.

8. BYSTAND

(1) Ondanks andersluitende bepalings hierin, word lede en hul afhanklikes nie geregtig op enige bystand waarvoor in hierdie klousule voorsiening gemaak word nie, tensy sodanige lede minstens 13 weke lank bydraes aan die Genootskap betaal het.

(2) Van alle lede en afhanklikes wat woonagtig is binne enige gebied waarin 'n dokter deur die Mediese Komitee aangestel is, word vereis om gebruik te maak van die dienste van sodanige dokter, en van alle lede en afhanklikes word ook vereis om gebruik te maak van die dienste van aptekers met wie die Mediese Komitee 'n kontrak aangegaan het vir die opmaak van voorskrifte.

(3) Die Mediese Komitee het die bevoegdheid om te verklaar dat die behandeling van enige chroniese siekte waarvan 'n lid of afhanklike ly na behandeling van 26 weke nie langer die aanspreeklikheid van die Genootskap is nie en om bystand op te skort ten opsigte van werklose lede wat vir 'n tydperk van vier weke nie bydraes aan die Genootskap betaal het nie.

(4) Behoudens paragraaf (n) hieronder is 'n lid en sy afhanklikes op die volgende bystand geregtig:

(a) Mediese behandeling (uitgesonderd bevallings of komplikasies wat daaruit voortspruit);

(5) A new issue of membership cards may be made from time to time at the discretion of the Committee.

(6) Membership cards remain the property of the Society at all times and must be surrendered to the Society on termination of membership.

(7) The Society shall advise the member's panel doctor of any change in the member's particulars supplied to the Society in terms of subclause (2).

7. SUBSCRIPTIONS

(1) Subscriptions by compulsory members shall be diverted in terms of clause 4 (5) of Chapter II to the Society from the contributions provided for in clause 4 (1) (a) of Chapter II as follows:

Members, learners and apprentices who are members of the Fund as at the date upon which this Agreement comes into operation R10,28 per week, made up of R5,14 from the contributions of the member and R5,14 from the contributions of the employer, plus an amount as per the following formula:

WEEKLY CONTRIBUTIONS

	Member only	Member plus one dependant	Member plus two dependants	Member plus three dependants	Member plus four dependants or more
Employee contribution.....	R1,80	R3,30	R 5,80	R 8,30	R10,80
Employer contribution.....	R0,80	R3,30	R 5,80	R 8,30	R10,80
Total contribution.....	R1,60	R6,60	R11,60	R16,60	R21,60

The contributions referred to in the above-mentioned formula shall be paid to the Council, and when such payment is made, the employer shall furnish a statement in the form specified by the Management Committee from time to time.

(2) Subscriptions by other than compulsory members shall be determined from time to time by the Medical Committee and shall be payable monthly in advance to the Secretary of the Society.

8. BENEFITS

(1) Notwithstanding anything herein contained, members and their dependants shall not become entitled to any of the benefits provided for in this clause unless such members have contributed not less than 13 weeks contribution to the Society.

(2) All members and dependants who are resident within any area in which a doctor has been appointed by the Medical Committee shall be required to utilise the services of such doctor, and all members and dependants shall also be required to utilise the services of chemists with whom the Medical Committee has contracted for the dispensing of prescriptions.

(3) The Medical Committee shall have the power to declare the treatment of any chronic ailment from which a member of dependant is suffering to be no longer a liability of the Society after a period of 26 weeks of treatment and to suspend benefits in respect of unemployed members who have not contributed to the Society for a period of four weeks.

(4) A members and his dependants shall, subject to the provisions of paragraph (n) hereunder, be entitled to the following benefits;

(a) Medical attendance (excluding confinements or complications arising therefrom);

(b) spesialisdienste (uitgesonderd verloskundige dienste), met die toestemming van die Hoof-mediese Beampte van die Genootskap of sy plaasvervanger;

(c) operasies (as dit uitgevoer word deur die Genootskap se chirurgie of met hul toestemming), maar uitgesonderd operasies gemeld in klousule 10 van hierdie Deel van die Ooreenkoms;

(d) mediese verbande en sodanige medisyne en/of drogerye waarvoor die Mediese Komitee besluit: Met dien verstande dat die lid 15 persent van die totale koste van sodanige medisyne en drogerye of R5, naamlik die grootste bedrag, betaal;

(e) oogkundige dienste, uitgesonderd dié in paragraaf (i) bepaal, soos die Mediese Komitee besluit;

(f) na die uitsluitlike goeddunke van die Mediese Komitee, 'n *ex gratia*-bydrae tot mediese koste—

(i) terwyl hulle in enige provinsie van die Republiek van Suid-Afrika reis, of

(ii) terwyl hulle tydelik woon in 'n ander gebied as die gebied waarin hulle gewoonlik woonagtig is;

(g) akkommodasie in 'n hospitaal of verpleeginrigting (wanneer dit 'n dringende geval is en vry beddens in 'n hospitaal onverkrygbaar is);

(h) sodanige ander dienste as wat om tyd tot tyd deur die Mediese Komitee ingestel word;

(i) siektebesoldiging in die geval van 'n lid slegs kragtens klousule 9 van hierdie Hoofstuk;

(j) koste van brille, behoudens 'n maksimum van R200 een maal elke twee jaar ten opsigte van die lense en R50 ten opsigte van die eerste raam, maar slegs indien die lid minstens een jaar tot die Siektebystandsgenootskap bygedra het;

(k) koste van kunsgebite, behoudens 'n maksimum van R400 een maal elke vyf jaar, maar slegs indien die lid minstens een jaar tot die Siektebystandsgenootskap bygedra het;

(l) koste van tandheelkundige ondersoek, behandeling en chirurgie, behoudens 'n maksimum van R200 per jaar, maar slegs indien die lid minstens een jaar tot die Siektebystandsgenootskap bygedra het;

(m) **Spesiale Bystand:** Ondanks hierdie klousule, kan die Bestuurskomitee in verdienstelike gevalle na goeddunke *ex gratia*-betalings tot 'n maksimum van R200 per lid per jaar aan lede maak op die voorwaardes wat hy bepaal;

(n) Die maksimum jaarlikse bystand ten opsigte van afhanklikes wat nie gewoonlik by die betrokke lid inwoon nie en wat behoudens klousules 5 (b) (iii) as afhanklikes toegelaat word, moet van tyd tot tyd deur die Mediese Komitee bepaal word;

(o) fisioterapie (na-operatief), ortopediese benodigdhede, suurstof, spraakterapie en chirurgiese toestelle onderworpe aan 'n maksimum van R200 per jaar;

(p) 'n kraamvoordeel tot 'n maksimum van R200 per jaar, onderworpe aan die voorlegging van gesertifiseerde rekenings en 'n geregistreerde geboortesertifikaat, op voorwaarde dat die lid bygedra het tot die Siektebystandsgenootskap vir minstens 52 agtereenvolgende weke;

(q) koste van 'n gehoortoestel, onderworpe aan 'n maksimum van R750 een maal in vyf jaar, op voorwaarde dat die lid bygedra het tot die Siektebystandsgenootskap vir minstens 260 agtereenvolgende weke.

(5) Die aanspreeklikheid van die Siektebystandsgenootskap vir enige mediese dienste en/of behandeling en/of prosedures en/of ondersoeke en/of hospitalisasie is beperk tot die skaal van voordele soos voorgeskryf kragtens die Wet op Mediese Skemas, Wet 27 van 1967, soos gewysig van tyd tot tyd, of die skaal van voordele en/of eenheidstariewe soos aanbeveel deur die Verteenwoordigende Vereniging van Mediese Skemas.

(b) specialists' services (excluding obstetrics), with the consent of the Chief Medical Officer of the Society, or his deputy; ~~455~~ 355

(c) operations (if performed by the Society's surgeons or with their approval), but excluding operations referred to in clause 10 of this Part of the Agreement;

(d) medical dressings and such medicines and/or drugs as may be decided up by the Medical Committee: Provided that the member shall pay 15 per centum of the total cost of such medicines and drugs or R5, whichever amount is the greater;

(e) optical services other than those provided for in paragraph (i), as may be decided by the Medical Committee;

(f) at the entire discretion of the Medical Committee, to an *ex gratia* contribution towards medical expenses—

(i) whilst journeying in any province of the Republic of South Africa, or

(ii) whilst temporarily resident in an area other than the area where he is usually resident;

(g) hospital and nursing home accommodation (when the case is one of urgency and free beds in a hospital are unobtainable);

(h) such other services as may from time to time be introduced by the Medical Committee;

(i) sick pay in the case of a member only in terms of clause 9 of this Chapter;

(j) cost of spectacles, subject to a maximum of R200 once every two years for the lenses and R50 for the first frame only, provided the member has contributed to the Sick Benefit Society for at least one year;

(k) cost of dentures, subject to a maximum of R400 once every five years, provided the member has contributed to the Sick Benefit Society for at least one year;

(l) cost of dental examination, treatment and surgery, subject to a maximum of R200 per annum, provided a member has contributed to the Sick Benefit Society for at least one year;

(m) **Special Benefits:** Notwithstanding anything contained in this clause, the Management Committee may at its discretion make *ex gratia* payments to members on such terms and conditions as it may determine, in deserving cases, up to a maximum of R200 per member per year;

(n) the maximum annual benefits in respect of dependants who do not normally reside with the member and who have been admitted as dependants in terms of clause 5 (b) (iii), shall be determined by the Medical Committee from time to time;

(o) physiotherapy (post-operative), orthopaedic supplies, oxygen, speech therapy and surgical appliances, subject to a maximum of R200 per annum;

(p) a maternity benefit up to a maximum of R200 per annum, subject to the production of certified accounts and a registered birth certificate, provided a member has contributed to the Sick Benefit Society for at least 52 consecutive weeks;

(q) cost of a hearing aid, subject to a maximum of R750 once in five years, provided the member has contributed to the Sick Benefit Society for at least 260 consecutive weeks.

(5) The liability of the Sick Benefit Society for any costs for any medical services and/or treatments and/or procedures and/or investigation and/or hospitalisation shall be limited to the scale of benefits as prescribed in terms of the Medical Schemes Act, Act 27 of 1967, as amended from time to time; or the scale of benefits and/or unit tariffs recommended by the Representative Association of Medical Schemes.

9. SIEKTEBESOLDIGING

(1) 'n Lid ten opsigte van wie bydraes deur die Genootskap ontvang word en wat weens siekte verplig is om van die werk weg te bly, is, behoudens klousules 3 en 5 van die regulasies, geregtig op siektebesoldiging gedurende enige 12 kalendermaande soos in onderstaande tabel uiteengesit, gedurende die eerste vyf gewone werkdade van sodanige afwesigheid: Met dien verstande dat 'n mediese sertifikaat vir die eerste vyf dae van afwesigheid deur dieselfde mediese praktisyn uitgereik word:

SIEKTEBESOLDIGING WAT BETAAL MOET WORD

Tydperk van siekte	Siektebesoldiging
Een dag.....	Nul
Twee dae	Nul
Drie dae.....	R10,00
Vier dae.....	R20,00
Vyf dae.....	R50,00
Daarna	R10,00 per dag tot 'n maksimum van 40 dae per jaar.

As 'n lid se tydperk van afwesigheid weens siekte langer as vyf werkdade duur, moet hy siektebesoldiging betaal word vir elke werkdag van afwesigheid weens siekte, van hoogstens 'n verdere 35 werkdade teen die dagtarief van R10,00.

Lede kwalifiseer nie vir siektebesoldiging nie wanneer hulle ongeskik vir werk is as gevolg van 'n besering op diens, 'n motorongeluk of enige ander uitgesluite voordeel soos in klousule 10 hierna gelys.

Vir die berekening van siektebesoldiging word Saterdag en Sondae en openbare vakansiedae met besoldiging nie as werkdade geag nie.

Siektebesoldiging is aan 'n lid betaalbaar slegs by voorlegging aan die Genootskap van 'n ingevulde amptelike dokter-sertifikaat insake siektebesoldiging en eisvorm.

(2) Ondanks subklousule (1) kan die Bestuurskomitee in verdienstelike gevalle na goeddunke *ex gratia*-betalings vir siektebesoldiging vir 'n verdere tydperk van 40 dae aan lede maak op die voorwaardes wat hy bepaal."

10. BEPERKING VAN BYSTAND

(1) Sonder benadeling van klousules 8 en 9 van hierdie Hoofstuk is dienste wat deur lede en hul afhanklikes vereis word in verband met enigeen van die volgende nie 'n aanspreeklikheid van die Genootskap nie:

(a) Enige siekte wat voortspruit uit wanordelike gedrag, wangedrag, oormatige gebruik van alkohol of sterk drank, of misbruik van drogerye of iets dergelyks;

(b) voortdurende van siekte in gevalle waar 'n lid of afhanklike weier om enige redelike opdrag of aanbeveling van sy mediese dokter na te kom;

(c) enige toevallige of opsetlike besering wat na die mening van die Mediese Komitee nie die Genootskap ten laste behoort te kom nie, of enige toevallige of opsetlike besering waarvoor 'n derde party aanspreeklik is vir die betaling van vergoeding en dit wel betaal, of wat deur versekering gedek is, tot die bedrag van sodanige vergoeding of dekking, na gelang van die geval;

(d) beserings as gevolg van aanranding of motorongelukke waar 'n gesertifiseerde polisieverlag nie aan die Genootskap voorgelê word nie;

(e) beserings of beroepsiektes wat 'n lid opdoen terwyl hy op diens is, vir sover 'n werkgewer voorsiening vir behandeling maak;

(f) siekte tydens militêre diens of waarvoor die militêre owerhede verantwoordelikheid aanvaar het;

(g) operasies uit eie keuse;

9. SICK PAY

(1) A member in respect of whom contributions are received by the Society and who through illness is compelled to absent himself from work shall, subject to clauses 3 and 5 of the regulations, be entitled to sick pay during any 12 calendar months as laid down in the following table during the first five ordinary working days of such absence: Provided that a medical certificate for the first five days of absence shall be issued by the same medical practitioner:

AMOUNT OF SICK PAY TO BE PAID

Period of illness	Sick pay
One day.....	Nil
Two days.....	Nil
Three days.....	R10,00
Four days.....	R20,00
Five days.....	R50,00
Thereafter	R10,00 per day to a maximum of 40 days per annum.

Should a member's period of absence through sickness exceed five working days, he shall be paid sick pay for each working day of absence through sickness not exceeding a further 35 working days at the daily rate of R10,00.

Members shall not qualify for sick pay when unfit for work due to an injury on duty, motor vehicle accident or any other excluded benefit contained in clause 10.

Saturday and Sunday and paid public holidays shall for purposes of sick pay calculations not be considered to be working days.

Sick pay shall only be payable to a member upon presentation to the Society of a completed official sick pay medical certificate and claim form.

(2) Notwithstanding the provisions of subclause (1), the Management Committee may at its discretion make *ex-gratia* sick pay payments to members on such terms and conditions as it may determine, in deserving cases, for a further period of forty days.

10. LIMITATION OF BENEFITS

(1) Without prejudice to the provisions of clauses 8 and 9 of this Chapter, services required by members and their dependants in connection with any of the following shall not be a liability of the Society:

(a) Any sickness arising out of disorderly behaviour, misconduct, indulgence in alcohol or intoxicating liquor, or the misuse of drugs or the like;

(b) continuation of sickness in cases where a member or dependant refuses to observe any reasonable instruction or recommendation of his medical attendant;

(c) any accidental or wilful injury which, in the opinion of the Medical Committee, should not be a charge upon the Society or any accidental or wilful injury for which a third party is liable to pay, and does pay, compensation or which is covered by insurance, to the extent of such compensation or cover, as the case may be;

(d) injuries arising from assaults or motor accidents where a certified police report is not submitted to the Society;

(e) injuries received or occupational diseases contracted by a member whilst on duty, to the extent to which an employer provides for treatment;

(f) sickness whilst on military service or for which the military authorities have accepted responsibility;

(g) operations of choice;

(h) die verskaffing van patentmedisyne en/of enige ander medisyne en/of antibiotika en/of nasorgdienste en/of voorkomende behandeling soos deur die Mediese Komitee bepaal word;

(i) spesiale behandelings wat deur ander persone as 'n geregistreerde mediese praktisyn aanbeveel word;

(j) kraam- en/of verloskundige gevalle en/of sekwela;

(k) geestesiektes en/of psigiatriese behandeling;

(l) geslagsiektes en/of enige seksueel oordraagbare siektes;

(m) operasies en/of prosedures en/of orgaanoorplantings en/of ondersoeke wat na die mening van die Mediese Komitee onredelike onkoste vir die Genootskap sal beteken;

(n) rekenings wat meer as vier maande na die datum waarop die aanspreeklikheid aangegaan is, vir betaling voorgelê word.

(o) enige siekte of ongesteldheid waaraan, na die mening van die Mediese Komitee na oorlegpleging met die Hoof Medies Beamppte, 'n lid en/of sy afhanklikes ly op die datum Mediese Beamppte, 'n lid en/of sy afhanklikes ly op die datum van toelating as 'n lid of afhanklike, na gelang van die geval.

(2) As die bedrag in die kredit van die Genootskap benede een derde van die vorige jaar se jaarlikse uitgawes aan bystand aan lede, of R10 000, daal naamlik die grootste bedrag, word betalings kragtens klousule 8 van hierdie Hoofstuk gestaak en word dit nie hervat nie voordat die bedrag in die kredit van die Genootskap groter is as die waarde van die eise ter hand, plus R10 000, of een derde van die vorige jaar se jaarlikse uitgawes aan bystand, naamlik die grootste bedrag.

11. MEDIESE BEHANDELING

Die Mediese Komitee kan te eniger tyd vereis dat 'n lid of enigeen van sy afhanklikes 'n mediese ondersoek ondergaan op koste van die Genootskap deur enige dokter wat die Komitee benoem.

12. BESTUUR

(1) Die administrasie en beheer van die Genootskap berus by 'n Mediese Komitee waarvan die lede deur die Raad aangestel word. Die sekretaris van die Genootskap word deur die Raad of in 'n ere- of in 'n besoldigde hoedanigheid kragtens klousule 4 van Hoofstuk I aangestel.

(2) Die Mediese Komitee bestaan uit ses lede of plaasvervangers van die Raad (van wie drie werknemer- en drie werkgewervertreterwoordigers moet wees) en die Voorsitter en Ondervoorsitter van die Raad, wat *ipso facto* Voorsitter en Ondervoorsitter en die Mediese Komitee is.

(3) Die Raad kies uit sy lede of plaasvervangers, plaasvervangers vir die vernaamste verteenwoordigers van die Mediese Komitee wat hy aangestel het.

(4) Lede en plaasvervangers in die Mediese Komitee, beklee hul amp vir 'n tydperk van 12 maande, waarna hulle heraangestel kan word.

(5) As 'n geskil te eniger tyd ontstaan oor die administrasie van die Genootskap waarvoor lede van die Mediese Komitee gelykop verdeel is, moet die saak vir beslissing na die Raad verwys word.

13. BEVOEGDHEDE EN PLIGTE VAN DIE MEDIESE KOMITEE

Die Mediese Komitee bepaal die beleid van die Genootskap en administreer die algemene sake en werksaamhede van die Genootskap ooreenkomstig die bepalings van hierdie Hoofstuk en by die uitoefening van hierdie funksies doen die Mediese Komitee al sodanige stappe as wat hy nodig ag, of wat hy beskou as bevorderlik vir of wat hom sal help by die bereiking van sodanige doelstelling. In die besonder kan die Mediese Komitee—

(a) van tyd tot tyd soveel geld van die Genootskap belê as wat nie onmiddellik nodig is om die verpligtings van die Genootskap na te kom nie, op die wyse voorgeskryf in klousule 2 (6) van Hoofstuk II; en

(h) the supply of patent medicines and/or any other medicines and/or antibiotics and/or after-care services and/or preventative treatments as may be determined by the Medical Committee;

(i) special treatments recommended by persons other than a registered medical practitioner;

(j) maternity and/or obstetrical cases and/or sequela;

(k) mental ailments and/or psychiatric treatment;

(l) venereal disease and/or any sexually transmitted disease;

(m) operations and/or procedures and/or organ transplants and/or investigations which in the opinion of the Medical Committee will involve the Society in unreasonable expense;

(n) accounts submitted for payment more than four months after the date on which such liabilities were incurred; or

(o) any ailment or condition which, in the opinion of the Medical Committee, after consultation with the Chief Medical Officer, a member and/or his dependants are suffering from as at the date of admission as a member or dependant, as the case may be

(2) If at any time the amount to the credit of the Society drops below a third of the previous year's annual expenditure on benefits to members, or R10 000, whichever amount is the greater, payments in terms of clause 8 of this Chapter shall cease and shall not be resumed until the amount to the credit of the Society exceeds the value of the claims on hand, plus R10 000 or a third of the previous year's annual expenditure on benefits, whichever is the greater amount.

11. MEDICAL TREATMENT

The Medical Committee may at any time require a member or any of his dependants to undergo a medical examination at the Society's expense by any doctor which it may nominate.

12. MANAGEMENT

(1) The administration and control of the Society shall be vested in a Medical Committee, the members of which shall be appointed by the Council. The Secretary of the Society shall be appointed by the Council in terms of clause 4 of Chapter 1, either in an honorary or a paid capacity.

(2) The Medical Committee shall consist of six members or alternates of the Council (three of whom shall be employee representatives and three employer representatives), and the Chairman and Vice-Chairman of the Council who shall *ipso facto* be the Chairman and Vice-Chairman of the Medical Committee.

(3) The Council shall choose, from amongst its members or alternates to the principal members of the Medical Committee which it has appointed.

(4) Members and alternates of the Medical Committee shall hold office for a period of 12 months, whereafter they shall be eligible for reappointment.

(5) Should a dispute arise at any time as to the administration of the Society in regard to which members of the Medical Committee are equally divided, the matter shall be referred to the Council for a decision.

13. POWERS AND DUTIES OF THE MEDICAL COMMITTEE

The Medical Committee shall direct the policy of the Society and administer the general business and activities of the Society, in accordance with the provisions of this Chapter and, in so doing, the Committee shall take all such steps as it may deem necessary, or which it considers will be conducive towards or will assist in the attainment of such object. In particular the Medical Committee may—

(a) from time to time invest so much of the moneys of the Society as are not immediately required to meet the obligations of the Society, in the manner prescribed in clause 2 (6) of Chapter II; and

(b) enige bates van die Genootskap te gelde maak, verkoop of andersins daarvoor beskik of daarmee handel;

(c) enige lid van lidmaatskap van die Genootskap onthef of skors—

(i) as hy skriftelik aansoek om sodanige ontheffing doen; of

(ii) as dit in belang van die Genootskap is.

14. FINANSIËLE BEHEER

(1) 'n Bankrekening moet by die Raad se bankiers op naam van die Genootskap geopen word. Die Mediese Komitee het die bevoegdheid om sodanige ander bankrekenings as wat hy van tyd tot tyd nodig ag, op naam van die Genootskap te open en daarop te werk en moet die persone aangewys wat gemagtig is om op enigiens van die Genootskap se bankrekenings te werk.

(2) Alle geld wat aan die Genootskap betaal word, moet sonder versuim in een van die Genootskap se bankrekenings inbetaal word.

(3) Alle koste wat aangegaan word in verband met die administrasie van die Genootskap kom ten laste van die Genootskap.

(4) Alle geld wat nie nodig is om lopende betalings en uitgawes te dek nie, moet belê word soos voorgeskryf in klousule 2 (6) van Hoofstuk II.

(5) Die boekjaar van die Genootskap sluit op 30 September elke jaar.

(6) So spoedig doenlik na 30 September elke jaar moet die Mediese Komitee 'n staat laat opstel van alle inkomste en uitgawes van die Genootskap en 'n balansstaat wat die bates en laste toon vir die tydperk van 12 maande geëindig 30 September, wat deur die ouditeur gesertifiseer en deur die Voorsitter van die Genootskap medeonderteken en tesame met enige verslag deur die ouditeur daarvoor aan die Raad voorgelê moet word.

(7) Die geouditeerde staat en balansstaat moet daarna ter insae lê op die kantoor van die Raad en afskrifte daarvan moet binne drie maande na die sluiting van die tydperk wat daardeur gedek word aan die Direkteur-generaal van die Departement van Mannekrag, Pretoria, voorgelê word.

15. LIKWIDERING VAN DIE GENOOTSKAP

(1) Indien hierdie Ooreenkoms verstryk weens verloop van tyd of beëindiging om enige ander rede en geen daaropvolgende ooreenkoms binne 12 maande na die datum van verstryking van hierdie Ooreenkoms aangegaan word om die werksaamhede van die Genootskap voort te sit of indien die Genootskap nie binne 12 maande na die genoemde datum van verstryking deur die Raad na enige ander fonds oorgedra word wat vir dieselfde doel ingestel is nie, moet met die Genootskap gehandel word op die wyse in subklousule (3) bepaal. Die Genootskap moet gedurende gemelde tydperk van 12 maande deur die Mediese Komitee geadministreer word.

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Genootskap steeds deur die Mediese Komitee geadministreer word. Enige vakature wat in die Komitee ontstaan, kan deur die Registrateur gevul word uit werkgewers en werknemers in die Nywerheid. Ingeval die Mediese Komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Genootskap, na die mening van die Registrateur, onuitvoerbaar of onwenslik maak, kan hy 'n persoon aanstel wat onverwyld nog twee persone moet koöpteer van wie een 'n lid van die Genootskap of 'n besoldigde beampte van die vakvereniging is en die ander een 'n lid van die werkgewersorganisasie of 'n besoldigde beampte daarvan, en tesame

(b) realise, sell or otherwise dispose of or deal with any of the assets of the Society; ~~188~~ 355

(c) remove or suspend any member from membership of the Society—

(i) if he applies in writing for such removal, or

(ii) if it is in the interest of the Society.

14. FINANCIAL CONTROL

(1) A banking account shall be opened with the Council's bankers in the name of the Society. The Medical Committee shall have the power to open and operate such other banking accounts in the name of the Society as it may deem necessary from time to time and shall designate the persons authorised to operate upon any of the Society's banking accounts.

(2) All moneys paid to the Society shall be paid into one of the Society's banking accounts without delay.

(3) All expenses incurred in connection with the administration of the Society shall be a charge against the Society.

(4) Any moneys not required to meet current payments and expenses shall be invested in the manner prescribed in clause 2 (6) of Chapter II.

(5) The financial year of the Society shall end on 30 September of each year.

(6) As soon as possible after 30 September of each year, the Medical Committee shall cause to be prepared a statement of all revenue and expenditure of the Society and a balance sheet showing the assets and liabilities in respect of the period of 12 months ended 30 September, which shall be certified by the auditor and countersigned by the Chairman of the Society and submitted together with any report by the auditor thereon to the Council.

(7) The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall within three months of the close of the period covered thereby be submitted to the Director-General of the Department of Manpower, Pretoria.

15. LIQUIDATION OF THE SOCIETY

(1) In the event of the expiry of this Agreement by the effluxion of time or cessation for any other cause and no subsequent agreement being negotiated for the purpose of continuing the operation of the Society or the Society not being transferred by the Council to any other fund constituted for the same purpose within 12 months from the date of expiry of this Agreement, the Society shall be dealt with in the matter provided for in subclause (3). The Society shall during the said period of 12 months be administered by the Medical Committee.

(2) In the event of the dissolution of the council or in the event of its ceasing to function during any period during which this Agreement is binding in terms of section 34 (2) of the Act, the Society shall continue to be administered by the Medical Committee. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees in the Industry. In the event of the Medical Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the society impracticable or undesirable in the opinion of the Registrar he may appoint a person who shall forthwith co-opt two more persons, one being a member of the Society of a paid official of the trade union and the other being a member of the employers' organisation or a paid official thereof and these per-

is hierdie persone die trustees by wie die bevoegdhede, regte en pligte van die Mediese Komitee berus. Ingeval daar geen Raad bestaan wanneer die Ooreenkoms verstryk nie, moet daar met die Genootskap gehandel word soos in subklousule (3) bepaal.

(3) (a) Die Mediese Komitee of trustees, na gelang van die geval, moet, na verstryking van die tydperk van 12 maande in subklousule (1) bedoel, of na verstryking van die Ooreenkoms ingevolge subklousule (2), steeds die Genootskap administreer en bystand verskaf aan lede, uitgesonderd siektebesoldiging bepaal in klousule 9, asof die Ooreenkoms nog van krag was, tot tyd en wyl die geld in die krediet van die Genootskap tot die bedrag daal wat in klousule 10 (2) van hierdie Hoofstuk gespesifiseer word, en as dit gebeur, moet die Genootskap ingevolge paragraaf (b) deur die Mediese Komitee of die trustee, na gelang van die geval gelikwider word.

(b) Ingeval die Genootskap kragtens hierdie subklousule gelikwider word, moet enige bedrag wat oorbly na die betaling van alle krediteure, laste en skulde van die Genootskap, aan die vakvereniging, betaal word, in verhouding met die bedrag van bydraes oorgedra ten opsigte van lede van die vakvereniging om hulle te help om weer 'n siektebystandskema in te stel. As die vakvereniging nie meer bestaan nie, moet daar oor die geld wat aan hulle kragtens hierdie subklousule betaal moet word, beskik word ooreenkomstig die bepalinge van artikel 13 van die Wet asof dit deel van die bates van die vakverenigings uitmaak.

(4) As die Mediese Komitee, trustees of die vakvereniging enige redelike grond daarvoor het dat die Genootskap te eniger tyd gedurende die administrasie van die Genootskap kragtens subklousule (3) (a) ontbind moet word, moet die Genootskap, ondanks subklousule (3) (a), gelikwider word op die wyse in subklousule (3) (b) uiteengesit.

HOOFSTUK IV

1. DIE STERFTE- EN ONGESKIKTHEIDSKEMA VIR TRANSVAALSE MEUBEL- EN BEDDEGOEDWERKERS

(1) Die Vereniging voorheen bekend as die Sterftebystandsvereniging vir Transvaalse Meubelwerkers, ingestel by Goewermentskennisgewing R. 1682 van 19 Oktober 1962, die Sterftebystandsvereniging vir Transvaalse Beddegoedwerkers, ingestel by Goewermentskennisgewing R. 1946 van 30 November 1962, die Begrafnisgenootskap voorheen bekend as die Begrafnisgenootskap vir Transvaalse Meubelwerkers, ingestel by Goewermentskennisgewing R. 1354 van 22 Junie 1979, en die Begrafnisgenootskap vir Transvaalse Beddegoedwerkers, ingestel by Goewermentskennisgewing R. 1353 van 22 Junie 1979, herbekragtig by Goewermentskennisgewing R. 3043 van 4 Januarie 1991, en nou genoem die Sterfte- en Ongeskiktheidskema vir Transvaalse Meubel- en Beddegoedwerkers, word hierby saamgesmelt, ingelyf en voortgesit.

(2) Die geld van die Skema bestaan uit—

(a) geld oorgedra na die Skema kragtens klousule 4 (5) (b) van Hoofstuk II van hierdie Ooreenkoms;

(b) rente verkry uit die beleggings van geld van die Skema;

(c) geld wat tot die krediet is van enige belegging/s en rente daarop verdien, voorheen gehou in die naam van die Sterftebystandsvereniging vir Transvaalse Meubelwerkers en/of die Sterftebystandsvereniging vir Transvaalse Beddegoedwerkers en/of die Begrafnisgenootskap vir Transvaalse Meubelwerkers en/of die Begrafnisgenootskap vir Transvaalse Beddegoedwerkers, wat aan die Skema gesedeer is; en

(d) enige ander geld waarop die Skema geregtig word of wat aan die Skema geskenk word.

sons together shall be the trustees in whom the powers, rights and duties of the Medical Committee shall vest. If there is no council in existence upon the expiry of this Agreement, the society shall be dealt with in the manner provided for in subclause (3).

(3) (a) The Medical committee or trustees, as the case may be, shall after the expiry of the 12-month period referred to in subclause (1) or after the expiry of the Agreement in terms of subclause (2), continue to administer the Society and provide benefits to members, excluding sick pay provided for in clause 9, as if the Agreement remained in operation, until such time as the moneys standing to the credit of the Society fall to the amount specified in clause 10 (2) of this chapter, in which event the Society shall be liquidated by the Medical Committee or the trustees, as the case may be, in terms of paragraph (b).

(b) In the event of the liquidation of the Society in terms of this subclause, any amount left over after payments of all creditors, liabilities and debts of the Society shall be paid to the trade union in proportion to the amount of contributions diverted in respect of members of the trade union, to assist them in the re-establishment of a sick benefit scheme. Should the trade union no longer be in existence, the moneys to be paid over in terms of this subclause shall be dealt with in accordance with the provisions of section 13 of the Act as though it formed part of the assets of the trade union.

(4) Should the Medical Committee, trustees or the trade unions have any reasonable cause for the Society to be dissolved at any time during the administration of the Society in terms of subclause (3) (a), the Society shall, notwithstanding the provisions of subclause (3) (a), be liquidated in the manner set out in subclause (3) (b).

CHAPTER IV

1. THE TRANSVAAL FURNITURE AND BEDDING WORKERS' DEATH AND DISABILITY SCHEME

(1) The Association, previously known as the Transvaal Furniture Workers' Mortality Association, established in terms of Government Notice R. 1682 of 19 October 1962, and the Transvaal Bedding Workers' Mortality Association, established in terms of Government Notice R. 1946 of 30 November 1962, and the Burial Society, previously known as the Transvaal Furniture Workers' Burial Society, established in terms of Government Notice R. 1354 of 22 June 1979, and the Transvaal Bedding Workers' Burial Society, established in terms of Government Notice R. 1353 of 22 June 1979, re-enacted in terms of Government Notice R. 3043 of 4 January 1991 and now styled the Transvaal Furniture and Bedding Workers' Death and Disability Scheme, is hereby amalgamated, incorporated and continued.

(2) The moneys of the Scheme shall consist of—

(a) moneys diverted to the Scheme in terms of clause 4 (5) (b) of Chapter II of this Agreement;

(b) interest derived from the investment of any moneys of the Scheme;

(c) moneys standing to the credit of any investment/s and interest derived therefrom, previously held in the name of the Transvaal Furniture Workers' Mortality Association and/or the Transvaal Bedding Workers' Mortality Association and/or the Transvaal Furniture Workers' Burial Society and/or the Transvaal Bedding Workers' Burial Society, which have been ceded to the Scheme; and

(d) any other moneys to which the Scheme may become entitled or which may be donated to the Scheme.

2. DOELSTELLINGS

(1) Die doelstelling van die Skema is om voorsiening te maak vir voordele vir 'n lid en/of afhanklikes van die lid in die geval van die afsterwe van die lid en/of sy/haar afhanklikes en/of die lid se mediese ongeskiktheid, soos omskryf in enige ooreenkoms gesluit met 'n versekeringsmaatskappy of -maatskappye.

Vir die doeleindes van hierdie Hoofstuk beteken "afhanklike", met betrekking tot 'n lid, na uitsluitlike goeëddunke van die Komitee, een of meer van die volgende:

(a) Gade; en/of

(b) ongetroude minderjarige kind en/of ongetroude minderjarige stiefkind en/of ongetroude minderjarige aangenome kind, buite-egtelike kind, en/of 'n afhanklike onder die ouderdom van 25 jaar wat 'n voltydse student aan 'n erkende opvoedkundige inrigting is, en/of

(c) enige ander persoon wat geheel en al van sodanige lid afhanklik is en wat die Komitee oortuig dat hy aldus afhanklik is;

(d) 'n begunstigde deur 'n lid benoem waar daar op die datum van benoeming geen afhanklike bestaan nie: Met dien verstande dat as daar wel 'n afhanklike is soos in (1) (a) of (b) of (c) genoem, die benoeming van 'n begunstigde as ongelidig beskou moet word.

(2) Behoudens die goedkeuring van die Raad, is die Komitee se beslissing oor wie die afhanklikes van die afgestorwe lid ingevolge hierdie klousule is, final.

3. SPESIALE BEPALINGS

(1) Die bepalinge van klousules 2, 3 (3), 5 (1), (2) en (3) en 6 (1) en (2) van die vorige Sterftebystandsvereniging vir Transvaalse Meubelwerkers en die Sterftebystandsvereniging vir Transvaalse Beddegoedwerkers, en klousules 2, 3 (3), 5 en 6 van die vorige Begrafnisgenootskap vir Transvaalse Meubelwerkers en die Begrafnisgenootskap vir Transvaalse Beddegoedwerkers bedoel in klousule 1 (1) van hierdie Hoofstuk, is van toepassing op lede en/of afhanklikes wat afgetree het uit die Nywerheid as gevolg van hoë ouderdom of swak gesondheid of wat die ouderdom van 65 jaar bereik het voor of op 1 Oktober 1988.

4. LIDMAATSKAP

(1) (a) Lidmaatskap van die Skema word voortgesit en is verpligtend—

(i) slegs vir lede van die Fonds voortgesit kragtens Hoofstuk II, wat nog nie die ouderdom van 65 jaar op 1 Oktober 1988 bereik het nie, en wat lede van die vakvereniging is en in diens is by lede van die werkgewersorganisasie; en

(ii) vakleerlinge en leerlinge.

(b) Ondanks paragraaf (a) staan lidmaatskap verder, na goeëddunke van die Bestuurskomitee, oop vir enige ander persoon wat in die Nywerheid werksaam is, uitgesonderd los werknemers, wat aansoek doen om lede te word, op sodanige voorwaardes rakende bydraes tot die Skema en andersins as wat die Bestuurskomitee van tyd tot tyd voorskryf.

(2) Behoudens subklousule (3) eindig lidmaatskap van die Skema—

(a) sodra die bydraes ten opsigte van sodanige lid nie betaal word nie; of

(b) wanneer 'n lid sy bande met die Nywerheid verbreek. Indien lidmaatskap aldus eindig, is die voormalige lid en die afhanklike/s van sodanige voormalige lid dan nie geregtig nie op die voordele voorgeskryf in enige ooreenkoms of ooreenkomste aangaande kragtens klousule 9 (2) (b) van hierdie Hoofstuk.

2. OBJECTIVES

(1) The objective of the Scheme shall be to provide for benefits for a member and/or the dependants of the member in the event of the death of the member and/or his dependants and/or the disablement of the member, as defined in any agreement entered into with an insurance company or companies.

For the purposes of this Chapter "dependant" in relation to a member shall, at the sole discretion of the Committee, mean any one or more of the following:

(a) Spouse; and/or

(b) unmarried minor child and/or unmarried minor step-child and/or unmarried adopted minor child, illegitimate child, and/or a dependant under the age of 25 years who is a full-time student at a recognised educational institution; and/or

(c) any other person who is wholly dependent upon such member, and who satisfies the Committee that he is so dependent; and/or

(d) a beneficiary nominated by a member where at the date of nomination there is no dependant: Provided that should a dependant under (1) (a) or (b) or (c) be established, the nomination of a beneficiary shall be deemed invalid.

(2) The Committee's decision as to who the dependants of the deceased member are in terms of this clause, shall, subject to the approval of the Council, be final.

3. SPECIAL PROVISIONS

(1) The provisions of clauses 2, 3 (3), 5 (1), (2) and (3) and 6 (1) and (2) of the former Transvaal Furniture Workers' Mortality Association and the Transvaal Bedding Workers' Mortality Benefit Association, and clauses 2, 3 (3), 5 and 6 of the former Transvaal Furniture Workers' Burial Society and the Transvaal Bedding Workers' Burial Society referred to in clause 1 (1) of this Chapter shall apply to members and/or dependants who retired from the Industry owing to old age or ill-health or who had reached the age of 65 years on or before 1 October 1988.

4. MEMBERSHIP

(1) (a) Membership of the Scheme shall be continued and be compulsory for—

(i) members only of the Fund continued in terms of Chapter II who had not reached the age of 65 years on 1 October 1988 and who are members of the trade union and who are employed by members of the employers' organisation; and

(ii) apprentices and learners.

(b) Notwithstanding paragraph (a), membership shall further, at the discretion of the Management Committee, be open to any person engaged in the Industry, other than casual employees, who apply to become members, on such terms and conditions regarding contributions to the Scheme and otherwise as the Management Committee may from time to time prescribe.

(2) Subject to subclause (3), membership of the Scheme shall cease—

(a) immediately upon cessation of contributions in respect of such member; or

(b) when a member severs his connection with the Industry. Should membership so cease the former member and the dependant/s of such former member shall not be entitled to the benefits prescribed by any agreement or agreements entered into in terms of clause 9 (2) (b) of this Chapter.

(3) Ondanks andersluitende bepalings in subklousule (2) hiervan eindig lidmaatskap nie wanneer die bydraes gestaak word nie weens—

- (a) die bereiking deur 'n lid van die leeftyd van 65 jaar;
- (b) die onvermoë van 'n lid om te werk weens swak gesondheid;
- (c) korttyd.

5. LEDEGELD

(1) (a) Die ledegeld wat betaalbaar is ten opsigte van elke verpligte lid is R2,70 per week en moet—

ten opsigte van 'n lid bedoel in klousule 4 (1) (a) van hierdie Hoofstuk in gelyke dele oorgedra word kragtens klousule 4 (5) van Hoofstuk II, uit die bydraes wat in klousule 4 (1) (a) van Hoofstuk II voorgeskryf word.

(b) Ten opsigte van 'n lid bedoel in klousule 4 (1) (b) van hierdie Hoofstuk, is die ledegeld R11,00 per maand.

6. BETALING VAN VOORDELE

Betaling van voordele geskied ooreenkomstig die bepalings van die ooreenkoms of ooreenkomste aangaan kragtens klousule 9 (2) (b) van hierdie Hoofstuk.

7. BEPERKING VAN VOORDELE

Geen betaling mag ingevolge klousule 6 van hierdie Hoofstuk gedoen word nie tensy aansoek daarom gedoen word binne 'n tydperk van een jaar vanaf die datum van afsterwe van die betrokke lid of afhanklike of binne sodanige langer tydperk (van hoogstens drie jaar vanaf die datum van afsterwe van die betrokke lid of afhanklike) wat die Komitee kan toelaat as hy daarvan oortuig is dat die vertraging van die aansoek veroorsaak is deur omstandighede buite die beheer van die applikant.

8. ADMINISTRASIE VAN DIE SKEMA

(1) Die administrasie van die Skema berus by 'n Bestuurskomitee bestaande uit die Voorsitter en Ondervoorsitter van die Raad tesame met drie werkgewervertewoordigers en drie werknemerverteewoordigers wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke vertewoordiger moet 'n plaasvervanger deur die Raad aangestel word. Die Voorsitter en Ondervoorsitter van die Raad is die Voorsitter en Ondervoorsitter van die Komitee.

(2) Elke werkgewer moet die sekretaris in kennis stel van die dood van enige lid in sy diens. Nadat hy inligting uit enige brn van die dood van 'n lid ontvang het, moet die sekretaris so gou doenlik die afhanklike per brief of omsendbrief daarvan verwittig, met vermelding van die jongs bekende werkplek van die oorlede bydraer, asook die feit dat bystand op aansoek opgeëis kan word by 'n adres wat deur die Bestuurskomitee uitdruklik gemeld word.

(3) Ingeval die sekretaris nie in kennis gestel is van die jongste adres van 'n afhanklike nie en die Bestuurskomitee nie daartoe in staat is om die afhanklike by sy/haar jongste bekende adres op te spoor en geen eis om bystand wat ingevolge hierdie klousule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n lid ontvang is nie, moet die Komitee 'n advertensie in albei amptelike tale plaas in drie agtereenvolgende uitgawes van hoogstens drie dagblaie wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n blad moet wees wat in omloop is in die distrik waarin die oorlede lid normaalweg woonagtig was, en in sodanige advertensie moet die jongs bekende werkplek van die gestorwe lid en die bekende naam/name van afhanklikes en hul jongs bekende adresse genoem word, asook die feit dat bystand beskikbaar is vir opvordering op aansoek deur die afhanklikes by 'n adres wat uitdruklik deur die Komitee gemeld word.

(3) Notwithstanding anything to the contrary contained in subclause (2) hereof, membership shall not cease where the cessation of contributions is occasioned by—

- (a) a member attaining the age of 65 years;
- (b) the inability of the member to work because of ill-health;
- (c) short-time.

5. SUBSCRIPTIONS

(1) (a) The subscriptions payable in respect of each compulsory member shall be R2,70 per week and shall in respect of a member referred to in clause 4 (1) (a) of this Chapter, be diverted in equal proportions in terms of clause 4 (5) of Chapter II from the contributions prescribed in clause 4 (1) (a) of Chapter II.

(b) In respect of a member referred to in clause 4 (1) (b) of this Chapter, the subscription shall be R11,00 per month.

6. PAYMENT OF BENEFITS

Payment of benefits shall be made in accordance with the provisions of the agreement or agreements entered into in terms of clause 9 (2) (b) of this Chapter.

7. LIMITATION OF BENEFITS

No payments shall be made in terms of clause 6 of this Chapter unless application therefor is made within a period of one year from the date of death of a member or a dependant concerned or within such longer period (not exceeding three years from the date of death of the member or dependant concerned) as the Committee may allow if it is satisfied that the delay in making the application was caused by events beyond the control of the applicant.

8. ADMINISTRATION OF THE SCHEME

(1) The administration of the Scheme shall be vested in a Management Committee consisting of the Chairman and Vice-Chairman of the Council together with three employer representatives and three employee representatives who shall be members of the council and shall be appointed by the Council. For each representative an alternate shall be appointed by the Council. The Chairman and Vice-Chairman of the Council shall be the Chairman and Vice-Chairman of the Committee.

(2) Every employer shall notify the secretary of the death of any member in his employ. The secretary shall, as soon as possible, upon receiving information from any source of the death of a member, notify the dependant by letter or circular stating the last known place of work of the deceased contributor and the fact that benefits may be claimed upon application at an address specified by the Management Committee.

(3) In the event of the secretary not having been notified of the latest address of a dependant and the Management Committee not being able to trace the dependant at his/her last known address and no claim for benefits due in terms of this clause being made within a month of the proof of the death of a member, the Committee shall insert an advertisement, in both official languages, in three successive issues of not more than three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the last known place of work of the deceased member, the known name(s) of dependants and their last known addresses and the fact that benefits are available for collection upon application by the dependants at an address specified by the Committee.

(4) Every member shall notify the secretary of the death of any dependant within the period/s prescribed in clause 7 of this Chapter.

(3) Ondanks andersluitende bepalings in subklousule (2) hiervan eindig lidmaatskap nie wanneer die bydraes gestaak word nie weens—

- (a) die bereiking deur 'n lid van die leeftyd van 65 jaar;
- (b) die onvermoë van 'n lid om te werk weens swak gesondheid;
- (c) korttyd.

5. LEDEGELD

(1) (a) Die ledegeld wat betaalbaar is ten opsigte van elke verpligte lid is R2,70 per week en moet—

ten opsigte van 'n lid bedoel in klousule 4 (1) (a) van hierdie Hoofstuk in gelyke dele oorgedra word kragtens klousule 4 (5) van Hoofstuk II, uit die bydraes wat in klousule 4 (1) (a) van Hoofstuk II voorgeskryf word.

(b) Ten opsigte van 'n lid bedoel in klousule 4 (1) (b) van hierdie Hoofstuk, is die ledegeld R11,00 per maand.

6. BETALING VAN VOORDELE

Betaling van voordele geskied ooreenkomstig die bepalings van die ooreenkoms of ooreenkomste aangegaan kragtens klousule 9 (2) (b) van hierdie Hoofstuk.

7. BEPERKING VAN VOORDELE

Geen betaling mag ingevolge klousule 6 van hierdie Hoofstuk gedoen word nie tensy aansoek daarom gedoen word binne 'n tydperk van een jaar vanaf die datum van afsterwe van die betrokke lid of afhanklike of binne sodanige langer tydperk (van hoogstens drie jaar vanaf die datum van afsterwe van die betrokke lid of afhanklike) wat die Komitee kan toelaat as hy daarvan oortuig is dat die vertraging van die aansoek veroorsaak is deur omstandighede buite die beheer van die applikant.

8. ADMINISTRASIE VAN DIE SKEMA

(1) Die administrasie van die Skema berus by 'n Bestuurskomitee bestaande uit die Voorsitter en Ondervoorsitter van die Raad tesame met drie werkgewervertewoordigers en drie werknemerverteewoordigers wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke vertewoordiger moet 'n plaasvervanger deur die Raad aangestel word. Die Voorsitter en Ondervoorsitter van die Raad is die Voorsitter en Ondervoorsitter van die Komitee.

(2) Elke werkgewer moet die sekretaris in kennis stel van die dood van enige lid in sy diens. Nadat hy inligting uit enige bron van die dood van 'n lid ontvang het, moet die sekretaris so gou doenlik die afhanklike per brief of omsendbrief daarvan verwittig, met vermelding van die jongs bekende werkplek van die oorlede bydraer, asook die feit dat bystand op aansoek opgeëis kan word by 'n adres wat deur die Bestuurskomitee uitdruklik gemeld word.

(3) Ingeval die sekretaris nie in kennis gestel is van die jongste adres van 'n afhanklike nie en die Bestuurskomitee nie daartoe in staat is om die afhanklike by sy/haar jongste bekende adres op te spoor en geen eis om bystand wat ingevolge hierdie klousule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n lid ontvang is nie, moet die Komitee 'n advertensie in albei amptelike tale plaas in drie agtereenvolgende uitgawes van hoogstens drie dagblaaie wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n blad moet wees wat in omloop is in die distrik waarin die oorlede lid normaalweg woonagtig was, en in sodanige advertensie moet die jongs bekende werkplek van die gestorwe lid en die bekende naam/name van afhanklikes en hul jongs bekende adresse genoem word, asook die feit dat bystand beskikbaar is vir opvordering op aansoek deur die afhanklikes by 'n adres wat uitdruklik deur die Komitee gemeld word.

(3) Notwithstanding anything to the contrary contained in subclause (2) hereof, membership shall not cease where the cessation of contributions is occasioned by—

- (a) a member attaining the age of 65 years;
- (b) the inability of the member to work because of ill-health;
- (c) short-time.

5. SUBSCRIPTIONS

(1) (a) The subscriptions payable in respect of each compulsory member shall be R2,70 per week and shall in respect of a member referred to in clause 4 (1) (a) of this Chapter, be diverted in equal proportions in terms of clause 4 (5) of Chapter II from the contributions prescribed in clause 4 (1) (a) of Chapter II.

(b) In respect of a member referred to in clause 4 (1) (b) of this Chapter, the subscription shall be R11,00 per month.

6. PAYMENT OF BENEFITS

Payment of benefits shall be made in accordance with the provisions of the agreement or agreements entered into in terms of clause 9 (2) (b) of this Chapter.

7. LIMITATION OF BENEFITS

No payments shall be made in terms of clause 6 of this Chapter unless application therefor is made within a period of one year from the date of death of a member or a dependant concerned or within such longer period (not exceeding three years from the date of death of the member or dependant concerned) as the Committee may allow if it is satisfied that the delay in making the application was caused by events beyond the control of the applicant.

8. ADMINISTRATION OF THE SCHEME

(1) The administration of the Scheme shall be vested in a Management Committee consisting of the Chairman and Vice-Chairman of the Council together with three employer representatives and three employee representatives who shall be members of the council and shall be appointed by the Council. For each representative an alternate shall be appointed by the Council. The Chairman and Vice-Chairman of the Council shall be the Chairman and Vice-Chairman of the Committee.

(2) Every employer shall notify the secretary of the death of any member in his employ. The secretary shall, as soon as possible, upon receiving information from any source of the death of a member, notify the dependant by letter or circular stating the last known place of work of the deceased contributor and the fact that benefits may be claimed upon application at an address specified by the Management Committee.

(3) In the event of the secretary not having been notified of the latest address of a dependant and the Management Committee not being able to trace the dependant at his/her last known address and no claim for benefits due in terms of this clause being made within a month of the proof of the death of a member, the Committee shall insert an advertisement, in both official languages, in three successive issues of not more than three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the last known place of work of the deceased member, the known name(s) of dependants and their last known addresses and the fact that benefits are available for collection upon application by the dependants at an address specified by the Committee.

(4) Every member shall notify the secretary of the death of any dependant within the period/s prescribed in clause 7 of this Chapter.

11. ONTBINDING VAN DIE SKEMA

(1) Klousule 7 (1) tot klousule 7 (4) van Hoofstuk II van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op die Skema.

(2) By die likwidering van die Skema ingevolge klousule 7 (1) of 7 (2) van Hoofstuk II moet die Komitee, likwidateur of trustees, na gelang van die geval—

(a) onverwyld daartoe oorgaan om alle beleggings en bates van die Skema in kontantfondse om te skep en om sodanige kontant binne 30 dae as onmiddellik opeisbare kontant te belê;

(b) alle krediteure, administrasie- en likwidasielaste uit die fondse van die Skema.

(3) Ondanks andersluidende bepalings in hierdie Hoofstuk, moet alle geld, as daar geld daarna oorbly in die krediet van die Skema nadat dit ooreenkomstig subklousule (2) gelikwideer is, inbetaal word in die Siektebystandsgenootskap vir Transvaalse Meubel- en Beddegoedwerkers.

(4) Ingeval die Siektebystandsgenootskap vir Transvaalse Meubel- en Beddegoedwerkers reeds gelikwideer is, moet die geld in subklousule (3) bedoel aan die vakvereniging betaal word, in verhouding tot die bedrag van bydraes oorge- dra ten opsigte van lede van die vakvereniging, om die vakvereniging te help om weer 'n soortgelyke skema in te stel. As die vakvereniging nie meer bestaan nie, moet daar oor die geld wat kragtens hierdie subklousule betaal word, beskik word ooreenkomstig die bepalings van artikel 13 van die Wet asof dit deel van die bates van die vakvereniging uitmaak.

AANHANGSEL A

Lys van totale aftrekkings vir die Voorsorgfonds vir die Meubel- en Beddegoedvervaardigingsnywerheid, Transvaal, die Siektebystandsgenootskap vir Transvaalse Meubel- en Beddegoedwerkers en die Sterfte- en Ongeskiktheidskema vir Transvaalse Meubel- en Beddegoedwerkers.

	A Weeklikse afrekening van werknemer	B Weeklikse bydra van werkgewer
Werknemer vir wie lone voorgeskryf is in die Hoof-ooreenkoms. Vak- leerlinge en leerlinge	5 persent van normale loon, plus R5,25	5 persent van normale loon, plus R5,25.
Werkende werkgewers soos omskryf in die Hoof- ooreenkoms gepubliseer in Goewermentskennis- gewing R. 1879 van 12 September 1986	Nul	10 persent van die hoogste minimum loon voorgeskryf in die Hoof- ooreenkoms, plus R10,50.

Namens die partye op hede die 16de dag van Maart 1992 te Johannesburg onderteken.

R. CORNICK,

Voorsitter van die Raad.

S. M. LE ROUX,

Ondervoorsitter van die Raad.

P. C. SMIT,

Hoofsekretaris van die Raad.

11. DISSOLUTION OF THE SCHEME

(1) The provisions of clause 7 (1) to clause 7 (4) of Chapter II shall *mutatis mutandis* apply in respect of the Scheme.

(2) Upon the liquidation of the Scheme in accordance with the provisions of clause 7 (1) or 7 (2) of Chapter II, the Committee, liquidator or the trustee(s), as the case may be, shall—

(a) forthwith proceed to convert all investments and assets of the Scheme into cash funds and invest such cash on call within 30 days.

(b) pay all creditors, administration and liquidation expenses from the funds of the Scheme.

(3) Notwithstanding anything to the contrary contained in this Chapter, should any moneys thereafter remain to the credit of the Scheme upon liquidation in accordance with subclause (2), such moneys shall be paid into the Transvaal Furniture and Bedding Workers' Sick Benefit Society.

(4) In the event of the Transvaal Furniture and Bedding Workers' Sick Benefit Society having already been liquidated, the moneys referred to in subclause (3) shall be paid to the trade union in proportion to the amount of contributions diverted in respect of members of the trade union to assist the trade union in the re-establishment of a similar scheme. Should the trade union no longer be in existence, the moneys to be paid to them in terms of this subclause shall be dealt with in accordance with the provisions of section 13 of the Act as though they formed part of the assets of the trade union.

ANNEXURE A

Schedule of total deductions to the Provident Fund for the Furniture and Bedding Manufacturing Industry, Transvaal, the Transvaal Furniture and Bedding Workers' Sick Benefit Society and the Transvaal Furniture and Bedding Workers' Death and Disability Scheme.

	A Employee's weekly deductions	B Employer's weekly contribution
Employee for whom wages are prescribed in the Main Agreement. Apprentices and learners	5 per cent of normal wage, plus R5,25	5 per cent of normal wage, plus R5,25.
Working employers as defined in the Main Agreement published in Government Notice R. 1879 of 12 September 1986	Nil	10 per cent of the highest minimum wage prescribed in the Main Agreement, plus R10,50.

Signed at Johannesburg, on behalf of the parties, this 16th day of March 1992.

R. CORNICK,

Chairman of the Council.

S. M. LE ROUX,

Vice-Chairman of the Council.

P. C. SMIT,

General Secretary of the Council.

10. Ontbinding van die fonds

(1) Met die beëindiging van die skema moet die bates van die fonds aan die Raad oorgedra word, wat in ooreenstemming met sy konstitusie daarvoor 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 siviël of strafregtelik, wat voortspruit uit 'n bewering dat daar te kwader trou gehandel is en waarin die uitspraak in sy guns gelever word of waarvan hy vrygespreek word.

13. Vrystellings

Enige aansoek om vrystelling van enige bepaling van hierdie Skema, wat deur die Minister van Mannekrag 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 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 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,

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 landdrostdistrikte Die Kaap, Wynberg, Simonstad, Goodwood en Bellville, in die gedeeltes van die landdrostdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermentskennisgewings Nos. 171 van 8 Februarie 1957 en 283 van 2 Maart 1962 binne die landdrostdistrik Bellville geval het, in die gedeelte van die landdrostdistrik Kuilsrivier wat voor die publikasie van Goewermentskennisgewing No. 661 van 19 April 1974 binne

with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE HAIRDRESSING
TRADE, CAPE PENINSULA**

AGREEMENT

in accordance with the provisions of the Labour Relations Act, Act No. 28 of 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 District 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 landdrostdistrik Stellenbosch geval het maar wat voor 2 Maart 1962 binne die landdrostdistrik Bellville geval het, in die gedeelte van die landdrostdistrik Kuilsrivier, wat voor die publikasie van Goewermentskennisgewing No. 1683 van 7 Augustus 1987 binne die landdrostdistrik Bellville geval het en in die gedeelte van die landdrostdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermentskennisgewing No. 173 van 9 Februarie 1973) binne die landdrostdistrik 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 Haarkappersbedryf 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 "deeltjys":

" 'operateur' 'n werknemer wat enigeen of meer van die volgende werksaamhede verrig:

(a) Dra-, oplaag- 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 drank maak;

(e) handdoeke of oorpakke of ander beskermende klere was of stryk;

(f) sjampoeëring; sluiers; spelde, rollers, knippies en enige ander sethulpmiddels verwyder; klante voorberei vir bleikstrepe of bobleiking; spoelmiddels of kleursjampoos aanwend; klante onder droërs plaas en klante onder droërs 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

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

2. CLAUSE 3: DEFINITIONS

(1) Substitute the following for the definition of "casual employee":

" 'casual employee' means an employee who is employed by the same employer for not more than two days up to a maximum of 16 hours in any one week;".

(2) Substitute the following for the definition of "experience":

" 'experience means'—

(a) in relation to a hairdresser, the total period or periods of service an employee has had in the Hairdressing Trade;

(b) in relation to a receptionist and/or telephonist, the total period or periods of employment which an employee has had in the following occupations, viz. writing and/or typing and/or any other form of clerical work, and/or as a receptionist and/or cashier and/or telephonist and/or sales assistant;

(c) in relation to an operator, the total period of employment during which an employee has performed the duties of an operator in the Hairdressing Trade; or any period of employment as a general assistant or 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 of 'n vakleerling, wat een of meer van die werksaamhede bedoel in die omskrywing van 'toilet dienste' 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' Association 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 voorgeskryf is, 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 voorgeskryfde 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 Hair-dressing 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 and 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 verkreeë 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 voorafverkreeë 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 addisionele 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), hernoem paragrawe (c), (d) en (e) tot (b), (c) en (d).

10. Skrap klousule 26.

11. Skrap Bylae B van die Ooreenkoms.

12. Hernoem 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) *Public 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)."

TABEL 2 • TABLE 2

Soort oliesade Kind of oilseeds	Spesiale heffing per ton (BTW ingesluit) Special levy per ton (VAT included)
	R
1. Gedopte eetgrondbone/Shelled edible groundnuts.....	11,00
2. Ongedopte eetgrondbone/Unshelled edible groundnuts.....	7,98
3. Gedopte persgrondbone/Shelled crushing groundnuts.....	1,10
4. Ongedopte persgrondbone/Unshelled crushing groundnuts.....	0,80
5. Sonneblomsaad/Sunflower seed	—
6. Eetmark sojabone/Edible market soya beans	15,40"

DEPARTEMENT VAN MANNEKRAG

No. R. 1861

3 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, TRANSVAAL: WYSIGING
VAN HOOFOOREENKOMSEk, 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 30 Desember 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 30 Desember 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 in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAENYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(TRANSVAAL)**HOOFOOREENKOMS**Ingevolge die Wet op Arbeidsverhoudinge, 1956, gesluit deur
en aangegaan tussen die**Transvaal Clothing Manufacturers' Association**(hierna die "werkgewers" of die "werkgewersorganisasie"
genoem), aan die een kant, en die**South African Clothing and Textile Workers' Union**(hierna die "werknemers" of die "vakvereniging" genoem),
aan die ander kant.**DEPARTMENT OF MANPOWER**

No. R. 1861

3 July 1992

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL: AMENDMENT
OF MAIN AGREEMENTI, Glen Morris Edwin Carelse, Deputy Minister of
Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 December 1992, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 December 1992, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULEINDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(TRANSVAAL)**MAIN AGREEMENT**in accordance with the provisions of the Labour Relations
Act, 1956, made and entered into by and between the**Transvaal Clothing Manufacturers' Association**(hereinafter referred to as the "employers" or the
"employers' organisation"), of the one part, and the**South African Clothing and Textile Workers' Union**(hereinafter referred to as the "employees" or the "trade
union"), of the other part.

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Transvaal),

tot wysiging van die Hoofooreenkoms gepubliseer by Goewermentskennisgewing R. 3149 van 24 Desember 1991, soos hernieu by Goewermentskennisgewings R. 242 van 10 Januarie 1992 en R. 1064 van 16 April 1992.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Klerasienywerheid betrokke is en deur alle werknemers wat lede van die vakverenigings is en in dié Nywerheid werksaam is;

(b) in die provinsie Transvaal.

(2) Hierdie ooreenkoms is nie van toepassing op patroonmakers, patroongradeerders, voormanne en ambagsmanne wat meer as 15% meer as die minimum loon wat op hulle kategorie werk van toepassing is, verdien nie.

2. KLOUSULE 4: LONE

Vervang klousule 4 (1) deur die volgende:

"4. LONE

(1) Behoudens subklousules 2 (a), 2 (b), (3), (5) en (6) van hierdie klousule is minstens die volgende weeklikse minimum lone betaalbaar aan ondervermelde kategorieë werknemers vanaf die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms en op elke betaaldag daarna: Met dien verstande dat leerlinge wie se verhoogde ondervinding soos op 31 Desember 1991 hulle geregtig maak op 'n hoër loon ingevolge die tabel hieronder, die verhoogde loon betaal word vanaf die eerste betaaldag na inwerkingtreding van die Ooreenkoms en op die betaaldag daarna:

being the parties to the Industrial Council for the Clothing Industry (Transvaal),

to amend the Main Agreement published under Government Notice R. 3149 of 24 December 1991, as renewed by Government Notice R. 242 of 10 January 1992 and R. 1064 of 16 April 1992.

1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) by all employers who are members of the employers' organisation and who are engaged in the Clothing Industry, and by all employees who are members of the trade union and who are employed in that industry;

(b) in the Province of the Transvaal.

(2) The terms of this Agreement shall not apply to pattern makers, pattern graders, foremen and artisans earning in excess of 15% above the minimum wage applicable to their category of work.

2. CLAUSE 4: WAGES

Substitute the following for Clause 4 (1):

"4. WAGES

(1) Subject to the provisions of subclauses 2 (a), 2 (b), (3), (5) and (6) of this clause, not less than the following weekly minimum wages shall be paid to the undermentioned categories of employees from the first pay-day after the coming into operation of this Agreement and on each pay-day thereafter: Provided that learners whose increased experience as at 31 December 1991 entitles them to a higher wage in terms of the table below shall be paid the increased wage from the first pay-day after the coming into operation of this Agreement and on each pay-day thereafter:

VOORGESKREWE LOONSKALE VIR KLERASIEWERKERS (TVL.) VIR DIE TYDPERK 92-01-01 TOT 92-06-30

Kategorie	Beroep	Ge-kwalifiseerd	9de ½ jaar ond.	8ste ½ jaar ond.	7de ½ jaar ond.	6de ½ jaar ond.	5de ½ jaar ond.	4de ½ jaar ond.	3de ½ jaar ond.	2de ½ jaar ond.	1ste ½ jaar ond.
		P/week	P/week	P/week	P/week	P/week	P/week	P/week	P/week	P/week	P/week
		R	R	R	R	R	R	R	R	R	R
A	Patroonmaker en/of -gradeerder	360,64	334,71	308,79	282,87	256,95	231,03	205,11	179,19	153,27	127,35
B	Afmerker	299,09	279,99	260,91	241,83	222,75	203,67	184,59	165,51	146,43	127,35
C	Werktuigkundige	291,69	273,43	255,17	236,91	218,65	200,39	182,13	163,87	145,61	127,35
D	Uitsnyer, snyer en/of hersnyer, negatiefmaker, skermmaker (graveerder), skermdrukker, monstersnyer	217,16	Q	Q	Q	Q	199,19	181,23	163,27	145,31	127,35
E	Naaimasjienwerker, afwerker, operateur van 'n ketelmasjien, omsluitsteekmasjien en/of naaimasjien; fynstopper, borduurder, borduurmasjienwerker (behalwe borduurmasjienbediener); sierlaswerker, kraleaanwerker en/of handplooiër, ryger, fatsoeneerder, saampasser, nasiener, parser van kledingstukke, assistentskermmaker (graveerder) assistentskermdrukker, donkerkamerassistent, meng-en filtreerbediener, oond- en droogmaakbediener, skermkontroleur skermbereider, aanstrykerbereider en versendingsverpakker	184,00	Q	Q	Q	Q	Q	169,83	155,67	141,51	127,35
F	Assistenttoesighouer, versendingsklerk, fabrieksklerk, magasynman	233,05	Q	Q	Q	Q	Q	210,04	197,02	184,00	127,35
G1	Ander parsers nie elders vermeld nie, voorparser, parser van hemde, dasse, pajamas en ander nagklere, hoede, pette, onderklere, breidrag, voorskote, oorpakke en bloese sonder kant, borduurwerk, opnaaisels en handgemaakte plooië, masjiendryfbandhegter, onderhoudsassistent, laagopplëer, gewone naaldwerker, operateur van 'n knoopoortrekmasjien, ritssluitmasjien en/of plooi-masjien; werknemer betrokke by die trubenisering van boordjies en/of perssnyer en fatsoeneerder volgens patroonplaat, algemene werker, appliekknipper, natrekker en/of merker en/of ramer, plooiwerker, borduurmasjienbediener	150,11	Q	Q	Q	Q	Q	144,42	138,73	133,04	127,35

[illegible]

PREScribed WAGE SCALES FOR CLOTHING WORKERS (TVL.) FOR THE PERIOD 92-01-01 TO 92-06-30

[illegible]

(2) Vervang klousule 2 (b) deur die volgende tabel:

Werkskategorie	Kolom 1	Kolom 2
	R	R
A	336,73	23,91
B	279,27	19,82
C	272,25	19,44
D	202,76	14,40
E	170,00	14,00
F	208,26	14,79
G1	137,60	12,51
G2	140,80	11,78
H1	463,00	29,07
H2	250,73	17,80
H3	524,04	37,21
H4	156,60	12,96
H5	186,40	13,76
H6	183,60	13,80
H7	196,56	13,96
Monstermasjienwerker	195,50	16,10"

3. KLOUSULE 6: KORTTYD

(1) In subklousule (1), vervang die bedrag "R1,40" deur die bedrag "R2,80".

Op hede die 7de dag van Februarie 1992 te Johannesburg onderteken.

W. ARON,
Voorsitter.

N. RATSHIDI,
Ondervoorsitter.

L. WANNENBURG,
Sekretaris.

No. R. 1862

3 Junie 1992

WET OP MANNEKRAGOPLEIDING, 1981
(WET No. 56 VAN 1981)

LUGRUIMNYWERHEID OPLEIDINGSRAAD: AAN-
WYSING VAN AMBAGTE EN VOORSKRYWING VAN
LEERVOORWAARDES

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, handelende kragtens artikel 13 van die Wet op Mannekragopleiding, 1981—

- (a) trek hierby, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, Goewermentskennisgewing No. R. 1987 van 13 November 1970 (soos toegepas by Goewermentskennisgewing No. R. 307 van 5 Maart 1971), soos gewysig by Goewermentskennisgewings Nos. R. 1945 van 25 Oktober 1974 (soos toegepas by Goewermentskennisgewing No. R. 10 van 10 Januarie 1975) en R. 1141 van 24 Junie 1977 (soos toegepas by Goewermentskennisgewing No. R. 1810 van 9 September 1977), in: Met dien verstande dat die klousules betreffende leertyd, tegniese studies, betaling van klas-, kursus- en eksamen-gelde, ambagstoetse en opleidingskursusse in die Leervooraardes voorgeskryf by genoemde Goewermentskennisgewing, van toepassing bly ten opsigte van vakleerlinge wie se kontrakte van vakleerlingskap aangegaan is voor die datum van inwerkingtreding van hierdie kennisgewing;

(2) Substitute the following for the table under clause 2 (b):

Job category	Column 1	Column 2
	R	R
A	336,73	23,91
B	279,27	19,82
C	272,25	19,44
D	202,76	14,40
E	170,00	14,00
F	208,26	14,79
G1	137,60	12,51
G2	140,80	11,78
H1	463,00	29,07
H2	250,73	17,80
H3	524,04	37,21
H4	156,60	12,96
H5	186,40	13,76
H6	183,60	13,80
H7	196,56	13,96
Sample machinist	195,50	16,10"

3. CLAUSE 6: SHORT TIME

(1) In subclause (1), substitute the figure "R2,80" for the figure "R1,40".

Signed at Johannesburg this 7th day of February 1992.

W. ARON,
Chairman.

N. RATSHIDI,
Vice-Chairman.

L. WANNENBURG,
Secretary.

No. R. 1862

3 June 1992

MANPOWER TRAINING ACT, 1981
(ACT No. 56 OF 1981)

AEROSPACE INDUSTRY TRAINING BOARD: DES-
IGNATION OF TRADES AND PRESCRIPTION OF
CONDITIONS OF APPRENTICESHIP

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, acting in terms of section 13 of the Manpower Training Act, 1981—

- (a) hereby withdraw, with effect from the second Monday after the date of publication of this notice, Government Notice No. R. 1987 of 13 November 1970 (as applied by Government Notice No. R. 307 of 5 March 1971), as amended by Government Notices Nos. R. 1945 of 25 October 1974 (as applied by Government Notice No. R. 10 of 10 January 1975) and R. 1141 of 24 June 1977 (as applied by Government Notice No. R. 1810 of 9 September 1977): Provided that the clauses pertaining to period of apprenticeship, technical studies, payment of class, course and examination fees, trade tests and courses of training in the Conditions prescribed by the said Government Notice, shall remain applicable in respect of apprentices whose contract of apprenticeship was entered into prior to the date of coming into operation of this notice;

'Living Wage' march planned

PRETORIA. — Cosatu is to organise a march on the Union Buildings on Monday to demand a living wage for workers, it announced yesterday.

The organisation has also warned it would not be intimidated on the issue of mass action.

Business leaders this week formally opposed the proposed mass action campaign, warning that workers who participated in strikes would face disciplinary action. — Sapa

RECEIVED 11/11/92

11/11/92

DEPT. OF MINISTERS OF
GENERAL AFFAIRS

DEPT. OF MINISTERS
OF DEFENCE

DEPT. OF MINISTERS OF
INDUSTRIAL DEVELOPMENT

DEPT. OF MINISTERS OF
LABOUR

Strikers stage sleep-in at I & J's canteen

Striking Irvin and Johnson factory workers in Springs have been sleeping-in at the company canteen since last Monday after a demand for a 30 percent across-the-board increase was refused. **STAR 9/7/92**

Food and Allied Workers' Union spokesman

Clifford Mdlalo said the sleep-in would continue until worker demands were met.

Mr Mdlalo said a conciliation board had failed to resolve the dispute.

Irvin and Johnson personnel manager Hank de Beer said the company had offered the strikers a

15,5 percent wage increase against their demands for a 26,3 percent rise.

"The present situation is that the union and the company have resumed negotiations on wages," Mr de Beer said. — East Rand Bureau.

R1 612 minimum pay at SA Brews

51 Times (BUS) 12/17/92

(355) (424) By ADRIAN HERSCH (182)

SA BREWERIES and the Food and Allied Workers Union (Fawu) have agreed on a 15% pay increase.

This year's wage talks were concluded well within the negotiation period — for the first time ever.

Fawu negotiator Ernest Buthelezi says the rise takes the minimum wage to R8,53 an hour — about R1 612 a month for a 45-hour week.

The minimum for those working a 40-hour week will be about R1 433 a month.

The relationship between SAB and the union has improved since the seven-week strike in 1989. (222)

SAB public affairs manager Adrian Botha says negotiations were held in a positive fashion.

Mr Botha says: "This is the first time we have been able to conclude negotiations before the expiry of the current substantive agreement — and without any third party intervention."

Mr Buthelezi is not entirely unhappy with the agreement, but says the union would have "preferred an agreement about 3% or 4% above the inflation rate".

Fawu did not push strongly for this because the union is also giving attention to improvements in non-wage issues — housing and medical aid.

These matters are being discussed in a separate forum.

Mr Buthelezi says "some progress" has been made.

Strike averted by last-minute talks

CAPE TOWN — A threatened strike by clothing workers to back wage demands has been averted at the 11th hour and the beleaguered clothing industry has been rescued from what employers say would have been a disastrous blow.

Finishing touches were being placed on agreements in the western Cape, Natal and Transvaal on Friday, with only the eastern Cape still plagued by indecision.

The agreements were reached in informal, closed door negotiations after the SA Clothing Workers' Union declared a formal dispute and workers staged a march.

Wage increases averaged 11%-12%, with packages ranging between 12,75% in the Cape and 13,9% in the Transvaal.

Cape Clothing Manufacturers' Association and Cape Knitting Industries Association executive-director Peter Cragg said the settlement was realistic in current economic conditions. Retrenchments were at record levels.

National Clothing Federation (NCF) figures showed that over the last eight months the number of manufacturers in the western Cape, Natal and Transvaal had fallen by 73, and more than 13 000 jobs had been lost.

The clothing, footwear and textiles index fell about 25% since July 1991.

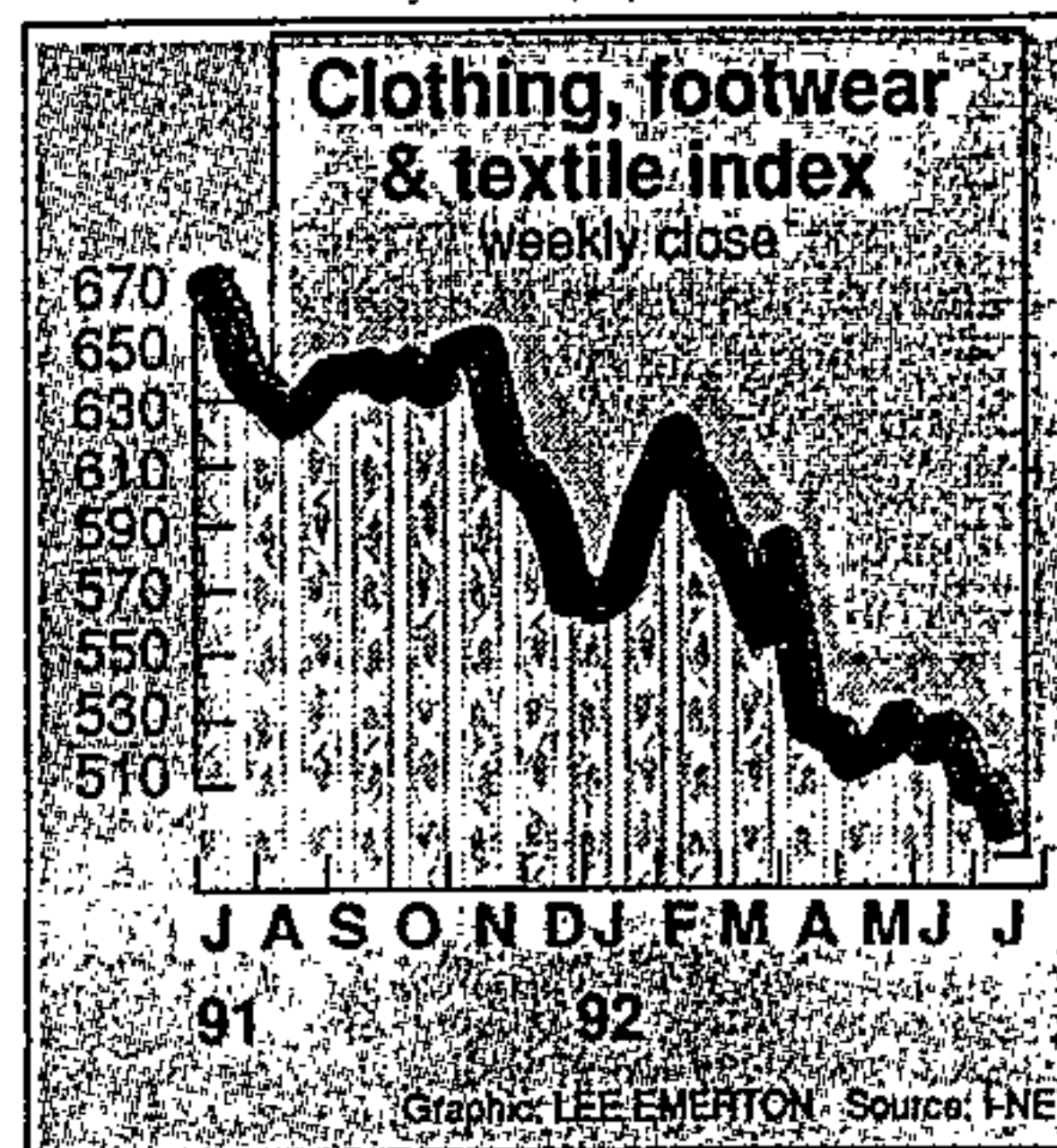
Cragg said Cape employers, unlike those

LINDA ENSOR

in Natal and Transvaal, would not accede to calls for the creation of a slack fund and for a guaranteed annual bonus.

Chief negotiator for Cape employers and Seardel industrial relations executive Johan Baard said employers had started out with a 5% offer and the union with a package which amounted to a 45% increase. A dispute was declared at the point

To Page 2



Poverty wages: Lonrho worst offender

LONDON. — Multinational Lonrho was the worst offender among 16 British companies which paid black South Africans less than the European Community Code of Conduct's minimum of £175 (about R875) a month, says a report published yesterday by the Trades Union Congress.

The congress is an umbrella organisation for Britain's 7.5 million trade

union members. It said Lonrho paid 334 black employees below the minimum. Other companies at fault were Siebe (141), Hickson International (44), BPB Industries (34), Low and Bonar (27), Tel-fos Holdings (9), Hunting (2), T and N (1) and Wimpey (1).

Six other firms — Cadbury Schweppes, Courtaulds Textiles,

GEC, Great Universal Stores, Marley and Suter — admit paying black staff below the code minimum but withheld the numbers, said the TUC.

The code level is calculated by the University of South Africa for a family of five. It is usually fixed at 50% above the poverty level.

Frank Fehr paid five black workers less than the poverty rate, TUC said.

The number of firms providing training and with apprenticeships open to all races has dropped as has the number with policies to employ and promote black workers in supervisory and management jobs.

It was reported earlier that Lonrho chief Mr Tiny Rowland paid about R3m for former ANC president Mr Oliver Tambo's mansion.

23/7/92 353

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.....thisday of19.....

AS WITNESSES:

1.

2.

.....
Employer

.....
Trainee Hairdresser

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal),

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2748 van 11 Desember 1987 (hierna die "Herbekragtigingsooreenkoms" genoem), soos hernieu en gewysig by Goewermentskennisgewings Nos. R. 1660 van 19 Augustus 1988, R. 726 van 14 April 1989, R. 1528 van 14 Julie 1989, R. 2106 van 29 September 1989, R. 397 van 23 Februarie 1990, R. 398 van 23 Februarie 1990, R. 637 van 23 Maart 1990, R. 1321 van 15 Junie 1990, R. 2550 van 2 November 1990, R. 136 van 25 Januarie 1991, R. 1636 van 12 Julie 1991, R. 2413 van 4 Oktober 1991, R. 2589 van 1 November 1991 en R. 1747 van 26 Junie 1992.

DEEL I

ALGEMENE VOORWAARDES VAN TOEPASSING OP HIERDIE HELE OOREENKOMS

1. TOEPASSINGSBESTEK

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

(a) wat lede van onderskeidelik die werkgewersorganisasie en die vakverenigings is; en

(b) wat betrokke is by of in diens is in die Nywerheid in die provinsie Natal, uitgesonderd enige gedeeltes van daardie gebied wat binne die selfregerende gebied KwaZulu val.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes of kennisgewings wat daarkragtens voorgeskryf of bestel is nie.

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

2. SPESIALE BEPALINGS

Vervang klousule 3 van die Herbekragtigingsooreenkoms deur die volgende:

"3. SPESIALE BEPALINGS

Die bepaling vervat in klousules 8 (2) (a) (vii), 18, 34, 35, 36 en 37 (3) van Deel 1 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 967 van 13 Mei 1983, soos gewysig en herbekragtig by Goewermentskennisgewings R. 25 van 6 Januarie 1984, R. 1287 van 29 Junie 1984, R. 1367 van 21 Junie 1985, R. 995 van 23 Mei 1986, R. 1342 van 27 Junie 1986, R. 2748 van 11 Desember 1987, R. 1660 van 19 Augustus 1988, R. 398 van 23 Februarie 1990, R. 637 van 23 Maart 1990, R. 136 van 25 Januarie 1991 en R. 2589 van 1 November 1991 (hierna die "vorige Ooreenkoms" genoem), soos van tyd tot tyd gewysig, herbekragtig en verleng/hernieu, is van toepassing op werkgewers en werknemers."

3. ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtigingsooreenkoms deur die volgende:

"4. ALGEMENE BEPALING

Die bepaling vervat in klousules 3 tot 8 (2) (a) (vi), 8 (2) (b) tot 17, 19 tot 33, 37 (1) en (2) en 38 tot 41 van Deel I en klousules 1 tot 7 van Deel II (soos gewysig by klousule 4 hieronder) van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers."

being the parties to the Industrial Council for the Electrical Industry (Natal),

to amend the Agreement published under Government Notice No. R. 2748 of 11 December 1987 (hereinafter referred to as the "Re-enacting Agreement"), as renewed and amended by Government Notices Nos. R. 1660 of 19 August 1988, R. 726 of 14 April 1989, R. 1528 of 14 July 1989, R. 2106 of 29 September 1989, R. 397 of 23 February 1990, R. 398 of 23 February 1990, R. 637 of 23 March 1990, R. 1321 of 15 June 1990, R. 2550 of 2 November 1990, R. 136 of 25 January 1991, R. 1636 of 12 July 1991, R. 2413 of 4 October 1991, R. 2589 of 1 November 1991 and R. 1747 of 26 June 1992.

PART I

GENERAL CONDITIONS APPLICABLE THROUGHOUT THIS AGREEMENT

1. SCOPE OF APPLICATION

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

(a) who are members of the employers' organisation and the trade unions, respectively; and

(b) who are engaged or employed in the Industry in the province of Natal, excluding any portions of that area falling within the self-governing territory of KwaZulu.

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

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

2. SPECIAL PROVISIONS

Substitute the following for clause 3 of the Re-enacting Agreement:

"3. SPECIAL PROVISIONS

The provisions contained in clauses 8 (2) (a) (vii), 18, 34, 35, 36, and 37 (3) of Part I of the Agreement published under Government Notice No. 967 of 13 May 1983, as amended and re-enacted by Government Notices R. 25 of 6 January 1984, R. 1287 of 29 June 1984, R. 1367 of 21 June 1985, R. 995 of 23 May 1986, R. 1342 of 27 June 1986, R. 2748 of 11 December 1987, R. 1660 of 19 August 1988, R. 398 of 23 February 1990, R. 637 of 23 March 1990, R. 136 of 25 January 1991 and R. 2589 of 1 November 1991 (hereinafter referred to as the "Former Agreement"), as amended, re-enacted and extended/renewed from time to time shall apply to employers and employees."

3. GENERAL PROVISIONS

Substitute the following for clause 4 of the Re-enacting Agreement:

"4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 8 (2) (a) (vi), 8 (2) (b) to 17, 19 to 33, 37 (1) and (2) and 38 to 41 of Part I and clauses 1 to 7 of Part II (as amended by clause 4 hereunder) of the Former Agreement shall apply to employers and employees."

DEEL II**4. KLOUSULE 4: LONE EN/OF VERDIENSTES**

Vervang klousule 4 deur die volgende:

"4. OPGAWE VAN LONE EN/OF VERDIENSTE

Geen laer lone as die onderstaande mag deur 'n werkgewer betaal en deur 'n werknemer aanvaar word nie:

	Gebied A Per uur Sent	Gebied B Per uur Sent
Meester-elektrisiën	1 623	1 379
Elektrisiën en ambagsman.....	1 399	1 189
Elkonop 3.....	1 018	865
Elkonop 2.....	864	734
Elkonop 1.....	532	452
Hersteller vir huishoudelike toestelle.....	656	558
Drywer van 'n voertuig waarvan die onbelaste massa—		
(a) hoogstens 3 500 kg is	585	497
(b) van 3 501 kg tot 9 000 kg is.....	692	589
(c) 9 001 kg en meer is	769	653
Arbeider	459	389"

Soos gemagtig, vir en namens die partye by die Raad, op hede die 19de dag van Mei 1992 te Durban onderteken.

B. CARR,

Voorsitter van die Raad.

T. EVANS,

Ondervoorsitter van die Raad.

L. A. DICKASON,

Sekretaris van die Raad.

No. R. 2116

24 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

VERBETERINGSKENNISGEWING

MEUBELNYWERHEID, GRENS: WYSIGING VAN SIEKTEBYSTANDSVERENIGINGS-OOREENKOMS

Onderstaande verbetering aan Goewermementskennisgewing No. R. 1704 wat in die *Staatskoerant* No. 14060 van 26 Junie 1992 verskyn, word hierby vir algemene inligting gepubliseer:

In die Engelse teks van die Bylae vervang die uitdrukking "dental services" in Klousule 4, subklousule (1) (e) met die uitdrukking "optical services" waar dit in die eerste reël van die paragraaf voorkom.

No. R. 2118

24 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

WINKELHANDEL: HERNUWING VAN 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

PART II**4. CLAUSE 4: SCHEDULE OF WAGES AND/OR EARNINGS**

Substitute the following for clause 4:

"4. SCHEDULE OF WAGES AND/OR EARNINGS

No employer shall pay and no employee shall accept wages at rates lower than the following:

	Area A Per hour Cents	Area B Per hour Cents
Master electrician.....	1 623	1 379
Electrician and artisan.....	1 399	1 189
Elkonop 3.....	1 018	865
Elkonop 2.....	864	734
Elkonop 1.....	532	452
Domestic appliance repairer	656	558
Driver of a vehicle, the unladen mass of which is—		
(a) up to 3 500 kg.....	585	497
(b) from 3 501 kg to 9 000 kg...	692	589
(c) 9 001 kg and over.....	769	653
Labourer	459	389"

Signed at Durban as authorised, for and on behalf of the parties to the Council, this 19th day of May 1992.

B. CARR,

Chairman of Council.

T. EVANS,

Vice-Chairman of Council.

L. A. DICKASON,

Secretary of Council.

No. R. 2116

24 July 1992

LABOUR RELATIONS ACT, 1956

CORRECTION NOTICE

FURNITURE INDUSTRY, BORDER: AMENDMENT OF SICK BENEFIT SOCIETY AGREEMENT

The following correction to Government Notice No. R. 1704 appearing in *Government Gazette* No. 14060 of 26 June 1992 is hereby published for general information:

In the English text of the Schedule, substitute the expression "dental services" in Clause 4, subclause (1) (e) with the expression "optical services" where it appears in the first line of the paragraph.

No. R. 2118

24 July 1992

LABOUR RELATIONS ACT, 1956

STOREKEEPING TRADE: RENEWAL OF AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour

die bepalings van Goewermentskennisgewing R. 1082 van 2 Junie 1989, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1992 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 2108

24 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

**ELEKTROTEGNIJSE NYWERHEID, OOS-LONDEN:
HERNUWING VAN HOOFOOREENKOMS**

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Manekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings R. 1749 van 17 Augustus 1984, R. 1363 van 21 Junie 1985, R. 361 van 20 Februarie 1987, R. 452 van 11 Maart 1988, R. 2414 van 4 Oktober 1991 en R. 1342 van 15 Mei 1992, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 2117

24 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

**MEUBELNYWERHEID, GRENS: WYSIGING VAN
HOOFOOREENKOMS**

Ek, Glen Morris Edwin Carelse, Adjunkminister van Manekrag, 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 20 Maart 1993 eindig, bindend is vir die werkgewersorganisasie 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 5 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 20 Maart 1993 eindig, bindend is vir alle ander werkgewers en 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 Manekrag.

Relations Act, 1956, declare the provisions of Government Notice R. 1082 of 2 June 1992, to be effective from the date of publication of this notice and for the period ending 30 September 1992.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 2108

24 July 1992

LABOUR RELATIONS ACT, 1956

**ELECTRICAL INDUSTRY, EAST LONDON:
RENEWAL OF MAIN AGREEMENT**

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 R. 1749 of 17 August 1984, R. 1363 of 21 June 1985, R. 361 of 20 February 1987, R. 452 of 11 March 1988, R. 2414 of 4 October 1991 and R. 1342 of 15 May 1992, to be effective from the date of publication of this notice and for the period ending 30 June 1993.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 2117

24 July 1992

LABOUR RELATIONS ACT, 1956

**FURNITURE MANUFACTURING INDUSTRY, BOR-
DER: AMENDMENT OF MAIN AGREEMENT**

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 20 March 1993, upon the employers' organisation and the trade union which entered into the amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 5, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 20 March 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

BYLAE**NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID,
GRENS****HOOFOOREENKOMS**

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

Border Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Grens,

om die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R. 1227 van 22 Junie 1984 (hierna die Herbekragtigingsooreenkoms genoem), soos verleng, gewysig en hernieu by Goewermmentskennisgewings Nos. R. 523 van 15 Maart 1985, R. 859 van 19 April 1985, R. 991 van 23 Mei 1986, R. 1454 van 11 Julie 1986, R. 433 van 27 Februarie 1987, R. 847 van 16 April 1987, R. 340 van 4 Maart 1988, R. 787 van 22 April 1988, R. 614 van 31 Maart 1989, R. 1242 van 16 Junie 1989, R. 778 van 5 April 1990, R. 2083 van 31 Augustus 1990, R. 2078 van 31 Augustus 1991 en R. 924 van 27 Maart 1992, te wysig.

DEEL I**BEPALINGS VAN TOEPASSING OP DIE NYWERHEID
ORAL IN DIE GEBIEDE WAT DEUR DIE OOREENKOMS
GEDEK WORD, TENSY DIE TEENOORGESTELDE
GEMELD WORD****1. TOEPASSINGSBESTEK VAN OOREENKOMS**

(1) Hierdie Ooreenkoms moet nagekom word in die Meubelnywerheid, Grens—

(a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging en wat onderskeidelik betrokke is by of werksaam is in genoemde Nywerheid;

(b) in die landdrostdistrikte Albert, Aliwal-Noord, Fort Beaufort (uitgesonderd die gedeelte wat voor die publikasie van Goewermmentskennisgewing No. 1904 van 30 Augustus 1985 in die landdrostdistrik Stockenström geval het), Oos-Londen (uitgesonderd die gedeeltes wat voor die publikasie van Goewermmentskennisgewings Nos. R. 1877 van 4 September 1981, R. 1079 van 10 Junie 1988 en 2354 van 5 Oktober 1990 in die Ciskei geval het), Queenstown (uitgesonderd die gedeelte wat voor die publikasie van Goewermmentskennisgewing No. 1904 van 30 Augustus 1985 in die landdrostdistrik Stockenström geval het) en Stutterheim (insluitende die gedeelte wat voor die publikasie van Goewermmentskennisgewing No. 2354 van 5 Oktober 1990 in die landdrostdistrik Stutterheim geval het).

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

(a) slegs op werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word;

(b) op vakleerlinge slegs in die mate waarin dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarvolgens vasgestel nie.

2. ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtigingsooreenkoms deur die volgende:

"4. ALGEMENE BEPALINGS

Klousules 3 tot en met 9 (4) (b), 9 (4) (d) tot en met 19, 21, 24 tot en met 27 en 29 tot en met 39 van Deel I, Deel II en klousules 1 tot en met 3 (6) (a) en 3 (6) (c) tot en met 12 van

SCHEDULE**BORDER INDUSTRIAL COUNCIL FOR THE FURNITURE
MANUFACTURING INDUSTRY****MAIN AGREEMENT**

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

Border Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

being the parties to the Border Industrial Council for the Furniture Manufacturing Industry,

to amend the Agreement published under Government Notice No. R. 1227 of 22 June 1984 (hereinafter referred to as the Re-enacting Agreement), as extended, amended and renewed by Government Notices Nos. R. 523 of 15 March 1985, R. 859 of 19 April 1985, R. 991 of 23 May 1986, R. 1454 of 11 July 1986, R. 433 of 27 February 1987, R. 847 of 16 April 1987, R. 340 of 4 March 1988, R. 787 of 22 April 1988, R. 614 of 31 March 1989, R. 1242 of 16 June 1989, R. 778 of 5 April 1990, R. 2083 of 31 August 1990, R. 2078 of 23 August 1991 and R. 924 of 27 March 1992.

PART I**PROVISIONS APPLICABLE TO THE INDUSTRY
THROUGHOUT THE AREAS COVERED BY THE
AGREEMENT, UNLESS THE CONTRARY IS STATED****1. SCOPE OF APPLICATION OF AGREEMENT**

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

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union and who are engaged or employed respectively in the said Industry;

(b) within the Magisterial District of Albert, Aliwal North, East London (excluding those portions which prior to the publication of Government Notices Nos. R. 1877 of 4 September 1981, R. 1079 of 10 June 1988 and 2354 of 5 October 1990 fell within the Ciskei), Fort Beaufort (excluding that portion which prior to the publication of Government Notice No. 1904 of 30 August 1985 fell within the Magisterial District of Stockenström), Queenstown (excluding that portion which prior to the publication of Government Notice No. 1904 of 30 August 1985 fell within the Magisterial District of Stockenström) and Stutterheim (including that portion which prior to the publication of Government Notice No. 2354 of 5 October 1990 fell within the Magisterial District of Stutterheim).

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

(a) only to employees for whom minimum wages are prescribed in this Agreement;

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

2. GENERAL PROVISIONS

Substitute the following for clause 4 of the Re-enacting Agreement:

"4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 9 (4) (b) inclusive, 9 (4) (d) to 19 inclusive, 21, 24 to 27 inclusive and 29 to 39 inclusive of Part I, Part II, and clauses 1 to 3 (6) (a) inclusive

Deel III van die Vorige Ooreenkoms soos van tyd tot tyd herbekragtig en gewysig, verleng en hernieu, is van toepassing op werkgewers en werknemers."

3. WOORDOMSKRYWING

In subklousule (1), skrap die omskrywing van "tydelike werknemer".

4. KLOUSULE 16: UITGAWES VAN DIE RAAD

Vervang die uitdrukking "24c" deur die uitdrukking "28c".

5. KLOUSULE 20: VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Vervang klousule 20 deur die volgende:

"20. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Elke werkgewer moet aan al sy werknemers wat verteenwoordigers in die Raad is, alle redelike fasiliteite verleen om hul pligte na te kom in verband met vergaderings van die Raad, en om ten minste drie volle Raadsvergaderings per jaar by te woon met volle besoldiging."

6. KLOUSULE 24: LONE

(1) In subklousule (2) (a), vervang die uitdrukking "20 Maart 1991" waar dit die eerste twee keer voorkom deur die uitdrukking "20 Maart 1992", en vervang die uitdrukking "20 Maart 1990" deur die uitdrukking "20 Maart 1991".

(2) In subklousule (2) (b), vervang die uitdrukking "20 Maart 1991" deur die uitdrukking "20 Maart 1992" en die uitdrukking "20 Maart 1991" deur die uitdrukking "20 Maart 1992".

7. Voeg die volgende klousule in na klousule 39:

"40. MENSLEKHEIDSVLOF

In die geval van die dood van 'n geregistreerde afhanklike is die werknemer geregtig op twee dae menslekheidsverlof met volle besoldiging."

8. Voeg die volgende klousule in na klousule 40:

"41. DISSIPLINÊRE KODE EN PROSEDURE EN GRIEWEPROSEDURE

(a) Dissiplinêre Kode en Prosedure:

1. Inleiding:

1.1 Dit is die Bestuur se reg om tugstappe te doen, en die dissiplinêre kode en prosedure is 'n handleiding vir sowel die Bestuur as vir die werknemers, om te verseker dat die tugstappe billik is.

1.2 Tugstappe moet, waar moontlik, voorligting en bystand aan die werknemer verleen, sodat die nodige gedragstandaard of werkverrigting verkry of verbeter kan word. Sodanige stappe moet so spoedig moontlik na die gebeure gedoen word.

1.3 'n Volledige dissiplinêre verhoor moet gehou word waar die moontlikheid van ernstige tugstappe bestaan.

1.4 Werknemers wat onderworpe is aan tugstappe, kan deur 'n medewerker, 'n werkwinkelvertegenwoordiger of 'n vakvereniging beaampte bygestaan of verteenwoordig word.

2. Dissiplinêre kode:

Voorbeelde van geringe werkprobleme wat tot tugstappe kan lei:

Onbevredigende werk; swak bywoning; gebruik van beledigende taal, ensovoorts.

and 3 (6) (c) to 12 inclusive of Part III of the Former Agreement, as re-enacted and amended, extended and renewed time to time shall apply to employers and employees."

3. DEFINITION

In subclause (1) delete the definition of "temporary employee".

4. CLAUSE 16: EXPENSES OF THE COUNCIL

Substitute the expression "28c" for the expression "24c".

5. CLAUSE 20: TRADE UNION REPRESENTATIVES ON THE COUNCIL

Substitute the following for clause 20:

"20. TRADE UNION REPRESENTATIVES ON THE COUNCIL

Every employer shall grant to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with meetings of the Council and to attend a minimum of three full Council meetings per calendar year on full pay."

6. CLAUSE 24: WAGES

(1) In subclause (2) (a), substitute the expression "20 March 1992" for the expression "20 March 1991" in the first two instances in which it occurs and substitute the expression "20 March 1991" for the expression "20 March 1990".

(2) In subclause (2) (b), substitute the expression "20 March 1992" for the expression "20 March 1991" and substitute the expression "20 March 1992" for the expression "20 March 1991".

7. Insert the following clause after clause 39:

"40. COMPASSIONATE LEAVE

In the event of the death of a registered dependant an employee shall be entitled to two days' compassionate leave on full pay."

8. Insert the following clause after clause 40:

"41. DISCIPLINARY CODE AND PROCEDURE AND GRIEVANCE PROCEDURE

(a) Disciplinary Code and Procedure:

1. Introduction:

1.1 It is Management's right to take disciplinary action and the disciplinary code and procedure are a guide to both Management and employees to ensure that disciplinary action is fair.

1.2 Disciplinary action will, wherever possible, consist of instruction and assistance to the employee in order that the required standard of behaviour or performance may be attained and surpassed. Such action will be taken as soon after the event as possible.

1.3 Wherever the possibility of severe disciplinary action exists, a full disciplinary enquiry will be held.

1.4 Employees subject to disciplinary action may be assisted, or represented, by a fellow employee, a shop steward or a trade union official.

3. Disciplinary code:

Examples of minor work problems which may result in disciplinary action:

Unsatisfactory work; poor timekeeping; use of abusive language etc.

Voorbeelde van ernstiger werkprobleme wat tot tugstappe kan lei:

Die gebruik of besit van, of onder die invloed wees, van alkohol of ander nie-voorgeskrewe dwelmiddels; diefstal of die onwettige besit van die maatskappy se eiendom; ongemagtigde afwesigheid; versuim om veiligheidsreëls na te kom; aanranding, ensovoorts.

3. *Dissiplinêre prosedure:*

3.1 Waar ook al moontlik, moet toenemende dissipline toegepas word: Mondelinge voorligting moet gegee word en as geen verbetering vorendag kom nie, moet strenger tugstappe dan gedoen word.

3.2 Indien ernstiger werkprobleme egter ontstaan, kan ernstiger tugstappe waarskynlik gedoen word wat by die eerste geleentheid dat dit aanleiding kan gee tot 'n finale skriftelike waarskuwing of selfs ontslag kan lei.

Bewyse deur werknemer

Getuie.....

Getuie.....

Getuie.....

Beslissing van Voorsitter van die ondersoek

Getuienis ter versagting.....

Stappe gedoen

Werknemer in kennis gestel van sy reg om appèl binne 48 uur aan te teken.

..... Datum/tyd
Handtekening van Voorsitter.....

(b) *Grieweprosedure:*

1. *Inleiding*

1.1 Dit is in belang van beide die Bestuur en die werknemers dat griewe soos spoedig moontlik, deur die grieweprosedure opgelos word.

1.2 'n Grief is enige ontevredenheid of gevoel van onreg deur 'n werknemer, en wat uit 'n werksituasie spruit.

1.3 By die indiening van 'n grief, kan 'n werknemer deur 'n medewerker bygestaan word.

1.4 'n Werknemer sal nie deur die indiening van 'n grief geïklimiseer word nie, en sy gewone basiese loon, ensovoorts, moet aan hom betaal word terwyl hy gedurende gewone werkure aan die oplossing van 'n grief deelneem.

1.5 Die grieweprosedure moet nie deur 'n werknemer gebruik word vir die doel om—

1.5.1 'n ooreenkoms wat tussen die Maatskappy en die vakvereniging aangegaan is, of die prosedure van die Dissiplinêre Kode, te wysig nie;

1.5.2 kollektiewe bedinging van besoldiging of diensvoorwaardes te verkry nie;

1.5.3 'n dissiplinêre of ontslagaangeleentheid te verwerk nie;

Examples of more serious work problems which may result in disciplinary action:

Using, possessing or being under the influence of alcohol or other non-prescribed drugs; theft or unauthorised possession of Company property; unauthorised absence; failure to obey safety rules; assault etc.

3. *Disciplinary procedure:*

3.1 Wherever possible, progressive discipline will be applied: verbal counselling will be given and if no improvement is forthcoming, more severe disciplinary action will then be taken.

3.2 However, when more serious work problems have arisen, disciplinary action is likely to be more severe and could on the first occasion be a final written warning or even dismissal.

Evidence brought by employee

Witness

Witness

Witness

Decision of enquiry Chairman.....

Evidence of mitigation

Action taken.....

Employee advised of right of appeal within 48 hours.

..... Date/time.
Signature of Chairman.....

(b) *Grievance procedure:*

1. *Introduction:*

1.1 It is in the interests of both Management and employees that grievances are resolved as speedily as possible through the grievance procedure.

1.2 A grievance is any dissatisfaction or feeling of injustice which an employee may feel and which arises from the work situation.

1.3 In submitting a grievance an employee may be assisted by a fellow employee.

1.4 An employee will not be victimised for submitting grievances and his normal basic wage, etc., shall be paid to him while he is participating in the resolution of a grievance during normal working hours.

1.5 The grievance procedure shall not be invoked by an employee for the purpose of—

1.5.1 amending any agreement entered into between the Company and the trade union, or the Disciplinary Code of Procedure;

1.5.2 collective bargaining on remuneration or the conditions of service;

1.5.3 processing a disciplinary or dismissal matter;

1.5.4 enige aangeleentheid met betrekking tot die Wet op Masjinerie en Beroepsveiligheid te opper nie.

1.6 'n Grief moet ingedien word binne vyf dae, vanaf die gebeure wat aanleiding gegee het tot sodanige grief.

2. Stappe van die grieweprosedure

2.1 Die werknemer moet die grief by sy onmiddellike meerdere opper.

2.2 Die werknemer se onmiddellike meerdere moet die griewevorm voltooi en probeer om die saak binne twee dae, of 'n langer wedersydse aanvaarbare tydperk, op te los.

2.3 Indien die werknemer se onmiddellike meerdere nie die saak kan oplos nie, moet die saak na die Bestuurder verwys word.

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, getuie 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 werkdade na afloop van die vorige vergadering, op te los.

2.5 Indien die grief na vyf werkdade 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 bestuursvertegenwoordiger 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. DEEL II VAN DIE VORIGE OOREENKOMS

Vervang Deel II deur die volgende:

"DEEL II

LONE

Graad I

1. Werknemers in diens in enige van of al die werksaamhede wat in die Meubelnywerheid verrig word uitgesonderd die werknemers in klousules 5 tot 15 van hierdie Deel bedoel, maar met inbegrip van voormanne en/of toesighouers:

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1.5.4 raising any matter relating to the Machinery and Occupational Safety Act.

1.6 A grievance should be lodged within five days of the occurrence which gave rise to it.

2. Stages of the grievance procedure:

2.1 The employee raises the grievance with his immediate superior.

2.2 The employee's immediate superior shall complete the grievance form and attempt to resolve the matter within two days or a mutually acceptable longer period.

2.3 If the employee's immediate superior cannot resolve the matter, the grievance shall be referred to the Manager.

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. PART II OF THE FORMER AGREEMENT

Substitute the following for Part II:

"PART II

WAGES

Grade I

1. Employees engaged in any or all of the operations performed in the Furniture Manufacturing Industry, with the exception of the employees referred to in clauses 5 to 15 of this Part, but including foremen and/or supervisors:

	Cents per hour
During period ending 20 March 1993.....	580

2. Leerlinge in diens om die werksaamhede te leer wat deur klousule 1 gedek word:

Graad 1L1: Vir die eerste jaar diens: 466 sent per uur;

Graad 1L2: Vir die tweede jaar diens: 494 sent per uur;

Graad 1L3: Vir die derde jaar diens: 523 sent per uur;

Graad 1L4: Vir die vierde jaar diens: 548 sent per uur;

daarna, die loon by klousule 1 voorgeskryf.

3. (a) Jeugdige manlike werknemers in diens in 'n ambag of tak van 'n ambag aangewys kragtens die Wet op Mannekragopleiding, 1981, moet die loon betaal word wat ingevolge daardie Wet vir die toepaslike leerjaar voorgeskryf word.

(b) Alle ander jeugdige: Die minimum loon voorgeskryf vir volwasse werknemers werksaam in dieselfde klas werk.

4. (a) Werknemers wat metaalsweiswerk verrig, uitgesonderd puntsweiswerk; en

(b) werknemers wat masjinerie onderhou:

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Graad II

5. (a) Werknemers wat die volgende werk verrig:

(1) Beddegoedmakery, d.w.s. die vervaardiging met die hand of 'n meganiese toestel, hetsy in die geheel of gedeeltelik, van alle soorte matrasse gevul met klapperhaar, haarlok, vlokieskapok, katoenwatte, hare, vesel, wol, vere, gras, kaf, strooi, rubber of 'n ander soortgelyke stof; of 'n kombinasie van veerbinnewerk, alle soorte draadvere, ketting-en/of spiraalvere, volspiraalvere, maasvere, heliese vere, alle soorte vere en/of veereenhede; kopkussings, stoelkussings, peule, bomatrasse, kuiltte die vasslaan en/of vashaak van veermatrasdrade, kettingveermase, spiraalvere en heliese vere aan rame vir beddegoed, maar uitgesonderd die diverse werksaamhede in subklousules (b) en (c) bedoel;

(2) veermaaswerk vleg;

(3) vulsel in matrasslope instop, hetsy met die hand of 'n masjien;

(4) sye stik;

(5) kwassiesmaak, hetsy met die hand of 'n masjien;

(6) 'n randkwiltmasjien bedien;

(7) 'n bo-kwiltmasjien bedien;

(8) rame en rollers vir die bo-kwiltmasjien gereed maak;

(9) vervlegte kussinkies aan veereenhede vassit, -stik of kram, hetsy met die hand of 'n masjien;

(10) stoelkussings met veerbinnewerk en/of veereenhede vul;

(11) vulsel op 'n veereenheid uitsprei;

(12) matrasbostukke, hetsy gekwilt of nie, in 'n posisie vassit om 'n vooraf geboude binnewerk of veermatras te bou;

(13) bande aan die kante van 'n binneveermatras stik;

(14) Rolomrandwerk met die hand of 'n masjien:

	Sent per uur
Gedurende die tydperk eindigende 20 Maart 1993	446

(b) Werknemers wat puntsweiswerk verrig:

	Sent per uur
Gedurende die tydperk eindigende 20 Maart 1993	446

(c) Werknemers in diens as versendingsklerke of magasynmanne:

	Sent per uur
Gedurende die tydperk eindigende 20 Maart 1993	446

2. Learners employed in learning the operations covered by clause 1:

Grade 1L1: For the first year of employment: 466 cents per hour;

Grade 1L2: For the second year of employment: 494 cents per hour;

Grade 1L3: For the third year of employment: 523 cents per hour;

Grade 1L4: For the fourth year of employment: 548 cents per hour;

thereafter, the wage prescribed in clause 1.

3. (a) Juvenile male employees engaged in a trade or branch of a trade designated under the Manpower Training Act, 1981, shall be paid the wage prescribed in terms of that Act for the appropriate year of apprenticeship.

(b) All other juveniles: The minimum wage prescribed for adult employees employed on the same class of work.

4. (a) Employees engaged in the welding of metal, other than spot welding; and

(b) employees engaged in the maintenance of machinery:

	Cents per hour
During the period of ending 20 March 1993.....	580

Grade II

5. (a) Employees engaged in—

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

(2) weaving of spring mesh;

(3) stuffing filling into mattress cases, whether by hand or machine;

(4) side stitching;

(5) tufting, whether by hand or machine;

(6) operating a border quilting machine;

(7) operating a top quilting machine;

(8) preparing frames and rollers for the top quilting machine;

(9) securing, sewing or stapling interlaced pads to spring units, whether by hand or machine;

(10) filling of cushions with spring interiors and/or spring units;

(11) laying out filling material upon a spring unit;

(12) securing mattress tops, whether quilted or not, in a position for building a prebuilt interior or spring mattress;

(13) tape ending a spring interior mattress;

(14) roll edging by hand or machine:

	Cents per hour
During the period ending 20 March 1993.....	446

(b) Employees engaged in spot welding:

	Cents per hour
During the period ending 20 March 1993.....	446

(c) Employees employed as despatch clerks or storeman:

	Cents per hour
During the period ending 20 March 1993.....	446

(d) Leerlinge in diens om die klasse werk bedoel in klousule 5 (a) te leer:

Gedurende die eerste jaar waarin hierdie Ooreenkoms in werking tree:

Per week:

Graad 2L1: Vir die eerste ses maande diens: 367 sent per uur;

Graad 2L2: Vir die tweede ses maande diens: 399 sent per uur;

daarna, die loon voorgeskryf vir 'n werknemer in diens in werk in klousule 5 (a) bedoel.

6. Werknemers wat die volgende werk verrig:

Alle masjiene bedien waar sodanige masjiene deur 'n masjiensteller of 'n toesighouer ingestel is, alle herhalingsstofwerk (maar nie herstoffeerwerk, prototipe en enkeltipe werk nie), sproeispuite bedien, gordynrolletjies en rolwiel-etjies aanbring en alle herhalingsmonteerwerkzaamhede:

*Sent per
uur*

Gedurende die tydperk eindigende 20 Maart

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7. Leerlinge in diens om die werkzaamhede bedoel in klousule 6 te leer:

Gedurende die eerste jaar waarin hierdie Ooreenkoms in werking tree:

Per week:

Graad 2L1: Vir die eerste ses maande diens: 367 sent per uur;

Graad 2L2: Vir die tweede ses maande diens: 399 sent per uur;

daarna, die loon voorgeskryf vir 'n werknemer in diens in werk in klousule 6 bedoel.

Graad III

8. Werknemers wat die volgende werk verrig:

(1) 'n Werkzaamheid of proses, hetsy in die geheel of gedeeltelik, met die hand of 'n meganiese toestel, in glipsteek; stik en/of aanmekaarwerk van oortreksels, teenstroke, stoelkussings, koorde, gordynkappe of peule, maar nie die sny van oortreksels nie;

(2) knope aan verwyderbare en/of los stoelkussings vaswerk;

(3) gimp en/of galon en/of stolpplooisel vassit, maar nie vaskram en/of met hegspykers vasslaan nie;

*Sent per
uur*

Gedurende die tydperk eindigende 20 Maart

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9. Werknemers wat die volgende werk verrig:

(1) Alle stikwerk nodig by die vervaardiging van bostukke, rande, matrasslope, ateljeerusbankoortreksels en komponente;

(2) matrashandvatsels aan rande stik;

(3) gekwilde rande aan matraseenhede stik vóór die vasstik van kantbande;

(4) die bek van 'n matras met die hand of a masjien toe-
werk;

(5) randlengtes aanmekaarwerk;

(6) kopkussings, stoelkussings en peule toewerk;

(7) bostukke, rande en slope uitsny;

*Sent per
uur*

Gedurende die tydperk eindigende 20 Maart

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(d) Learners employed in learning the classes of work referred to in clause 5 (a);

During the first year in which this Agreement comes into operation:

Per week:

Grade 2L1: For the first six months of employment: 367 cents per hour;

Grade 2L2: For the second six months of employment: 399 cents per hour;

thereafter, the wage prescribed for an employee engaged on work referred to in clause 5 (a).

6. Employees engaged in—

operating all machines where such machines have been set by a setter or supervisor, all repetitive upholstery work (but excluding re-upholstery, prototype and one off work), operating spray guns, curtain and roller castors and all repetitive assembly operations:

~~(355)~~ (355) Cents per
hour

During the period ending 20 March 1993 446

7. Learners employed in learning the operations referred to in clause 6:

During the first year in which this Agreement comes into operation:

Per week:

Grade 2L1: For the first six months of employment: 367 cents per hour;

Grade 2L2: For the second six months of employment: 399 cents per hour;

thereafter, the wage prescribed for an employee engaged on work referred to in clause 6.

Grade III

8. Employees engaged in—

(1) any operation or process, in whole or in part, performed by hand or mechanical appliance, in slipstitching; sewing and/or joining covers, flies, cushions, cords, pelmets or bolsters, but excluding the cutting of covers;

(2) buttoning of removable and/or loose cushions;

(3) affixing gimp and/or braid and/or box pleating, but excluding the stapling and/or tacking thereof:

*Cents per
hour*

During the period ending 20 March 1993 351

9. Employees engaged in—

(1) all sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts;

(2) sewing mattress handles to border;

(3) sewing quilted borders onto mattress units prior to tape edging;

(4) closing up by hand or machined the mouth of a mattress;

(5) joining border lengths;

(6) closing pillows, cushions and bolsters;

(7) cutting tops, borders and cases:

*Cents per
hour*

During the period ending 20 March 1993 351

10. Leerlinge in diens om die klasse werk bedoel in klousules 8 en 9 te leer:

Per week:

Graad 3L1: Vir die eerste ses maande diens: 332 sent per uur;

Graad 3L2: Vir die tweede ses maande diens: 340 sent per uur;

daarna, die loon voorgeskryf vir 'n werknemer in diens in werk in klousules 8 en 9 bedoel.

11. Werknemers wat die volgende werk verrig:

(1) Klaargemaakte rottangmatte vassit;
(2) 'n enkelrolskuurder, oopskyfskuurder, tolskuurder en luggevlude skuurder opstel en bedien;

(3) gate boor;

(4) slegs met die tapmasjien tapgate sny;

(5) die skarnieruitholmasjien bedien om uithollings vir slotte en skarniere te sny;

(6) stoelkussings met veerbinnewerk en/of veereenhede vul;

(7) 'n tappeninvoegmasjien bedien;

(8) hangerbout insteek en 'n poot vasbout of inskroef, maar nie die vassit van die plaat en/of hegstuk aan die raamwerk waaraan die hangerbout moet kom nie;

(9) 'n kantfineermasjien bedien, maar nie kantlyste aansit nie;

(10) met 'n masjien skuur, maar nie met 'n twee- en drierol- en kombinasierol-en-band-skuurder nie;

(11) hout- en metaallatte en dwarsstawe aan rame vir stof-
feerwerk in posisie plaas:

*Sent per
uur*

Gedurende die tydperk eindigende 20 Maart
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Graad IV

12. Werknemers wat die volgende werk verrig:

(1) Vasbout;

(2) houttappen en -penne met die hand en/of 'n masjien maak en/of spits maak;

(3) met die hand en/of 'n draagbare skuurder skuur, ongeag of die artikels wat geskuur word, stilstaan of draai;

(4) soliede hout met die hand of d.m.v. 'n meganiese proses buig;

(5) gate of barste in meubels met houtvulsel of soortgelyke stowwe vul;

(6) bedysters, koepels en sokke vir rolwieleltjies vassit;

(7) was aanwend;

(8) rande verf en/of vul;

(9) deure en toebehore afhaal voordat dit vir poleerwerk gereedgemaak word;

(10) met gips of 'n ander vulstof vul;

(11) meubels met sure of 'n ander bleikmiddel bleik;

(12) 'n gepoleerde oppervlak stippel;

(13) slegs met die hand beits, olie, vul en/of vernuwe;

(14) webband en/of plaasvervangers aansit, maar nie spiraalvere vaswoel nie;

(15) laaghout of hardebord aan los sitplekke vir stof-
feerwerk vasspyker;

(16) metaal bespuit;

(17) riempieswerk;

(18) heliese vere en/of ketting- en/of sigsag- of niedeursak-
tipe veerwerk aanhaak;

10. Learners employed in learning the classes of work referred to in clauses 8 and 9:

Per week:

Grade 3L1: For the first six months of employment: 332 cents per hour;

Grade 3L2: For the second six months of employment: 340 cents per hour;

thereafter, the wage prescribed for an employee engaged in work referred to in clauses 8 and 9.

11. Employees engaged in—

(1) fixing up of ready-made cane mats;
(2) setting up and operating single-drum sander, opendisc sander, bobbin sander and air-filled sander;

(3) boring holes;

(4) morticing on the mortice machine only;

(5) operating the hinge recessing machine for the purpose of cutting recesses for locks and hinges;

(6) filling cushions with spring interior and/or spring units;

(7) operating a dowel insertion machine;

(8) inserting hanger bolt, and bolting on or screwing in of a leg, but excluding the affixing of the plate and/or attachment to the carcass to take the hanger bolt;

(9) operating an edge veneering machine, but excluding edge banding;

(10) machine sanding, excluding double and triple drum and combination drum and belt sander;

(ii) positioning of wooden and metal laths and cross bars to frames for upholstery;

*Cent per
hour*

During the period ending 20 March 1993

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Grade IV

12. Employees engaged in—

(1) bolting;

(2) making and/or pointing of wooden dowels and pins by hand and/or machine;

(3) Sandpapering by hand and/or portable sander, regardless of whether the articles sandpapered are stationary or rotating;

(4) bending of solid timber by hand or mechanical process;

(5) filling of holes or cracks in furniture with wood filler or similar substances;

(6) fixing bed irons, domes and sockets for castors;

(7) applying wax;

(8) painting and/or filling edges;

(9) removing doors and fittings prior to preparation for polishing;

(10) filling in with plaster of Paris or any other filling material;

(11) bleaching furniture with acids or any other bleaching agent;

(12) stippling polished surface;

(13) staining, oiling, filling and/or reviving by hand only;

(14) fixing of webbing and/or substitutes, but excluding the lashing of coil springs;

(15) tacking of plywood or hardboard onto loose seats for upholstery purposes;

(16) spraying of metal;

(17) riempies work;

(18) hooking on of helical springs and/or chain and/or zig-zag or no-sag type of springing;

- (19) klapperhaar of ander materiaal met 'n masjien pluïs;
 (20) die agtergrond van houtsnijwerk stippel en pons;
 (21) T- en G-randstroke met die hand vasslaan, maar nie verstekhoekprofiel nie;
 (22) bome aan gestoffeerde artikels vasspyker;
 (23) werk in verband met enige van die prosesse by die vervaardiging van veerbinnewerk en/of veereenhede en die vervaardiging van hul onderdele;
 (24) paneelpenne en/of -spykers en/of -kramme wat uitsteek met 'n pons wegkap in die handskuurseksie;
 (25) rolle stoffeermateriaal, goiing, kaliko, crownflex en dergelike stowwe met die hand oopmaak en/of van selfkant to selfkant sny, maar uitdruklik nie 'n patroon en/of fatsoen, gereed vir stoffeerwerk, na grootte sny nie;
 (26) handvatsels met skroewe, boute en moere en skroef-boute deur vooraf geboorde gate vasheg;
 (27) spieëls deur middel van kleefband vassit;
 (28) opknapwerk by die op- en/of aflaaiplek;

Sent per
uur

Gedurende die tydperk eindigende Maart
 1993 325

13. Werknemers wat die volgende werk verrig:

- (1) Bedmatrasrame, ateljeerusbankrame en bababeddens met die hand vasbout;
 (2) spoel vir 'n randkwiltmasjien gereedmaak;
 (3) gekwiltte rande volgens lengte sny;
 (4) gate in matrasrande pons;
 (5) ventileerders en handvatsels aan matrasrande aanbring;
 (6) die vervlegmasjien voer;
 (7) kussinkies uitsny en maak, ongeag die materiaal wat gebruik word;
 (8) latte en dwarsstawe in posisie plaas of webband aan matras- of bedrame heg;
 (9) matrasrame beits;
 (10) ore aan matrasrame vasheg;
 (11) maas aan 'n matrasraam in posisie plaas en vasheg;
 (12) lusse aan naalde by drukdeursteekwerk;
 (13) 'n materiaalspreimasjien laai, stoot en bedien;
 (14) 'n pluïsmasjien bedien;
 (15) 'n lusmaakmasjien bedien;
 (16) lusse, knope of kwassies vasheg;
 (17) rame vir beddegoed met die hand beits en/of vernis;
 (18) geweefde draadmaas en kettingveermase aan rame vir beddegoed monteer, vasslaan of vashaak, ongeag die materiale waarvan die rame gemaak is;
 (19) bedysters aanbring;
 (20) veereenhede aan bedrame vasheg;

Sent per
uur

Gedurende die tydperk eindigende 20 Maart
 1993 325

14. Werknemers wat die volgende werk verrig:

- (1) Persele skoonmaak en vee;
 (2) masjinerie, uitrusting, gereedskap, sproeispuite en werktuie skoonmaak;
 (3) masjiene en/of voertuie olie smeer;
 (4) afwit;

- (19) teasing coir or other materials by machine;
 (20) stippling and punching the background of carving;
 (21) knocking on of T and G edge strips by hand, excluding mitred corner sections;
 (22) tacking on of bottoms to upholstered articles;
 (23) work in connection with any of the processes in the construction of springs interior and/or spring units and the manufacture of their component parts;
 (24) punching away protruding panel pins and/or nails and/or nails and/or staples in the hand-sanding section;
 (25) breaking up and/or cutting from selfedge to selfedge by hand of rolls of upholstery material, hessian, calico, crownflex and similar materials, but expressly excluding the cutting to size of pattern and/or shape ready for upholstering;
 (26) fixing of handles by screws, bolts and nuts, and screwbolts through prebored holes;
 (27) affixing of mirrors by the use of adhesive tape;
 (28) touching up at the point of loading and/or offloading;

Cents per
hour

During the period ending March 1993..... 325

13. Employees engaged in—

- (1) bolting by hand of bed mattress frames, studio couch frames and cots;
 (2) preparing spools for a border quilting machine;
 (3) cutting quilted borders to length;
 (4) punching holes in mattress borders;
 (5) fitting ventilators and handles to mattress borders;
 (6) feeding the interlacing machine;
 (7) cutting and making of pads, irrespective of materials used;
 (8) positioning of laths and cross-bars, or fixing webbing to mattress or bed frames;
 (9) staining mattress frames;
 (10) affixing lugs to mattress frames;
 (11) positioning and securing mesh to a mattress frame;
 (12) hanging loops on needles in compression tufting;
 (13) loading, wheeling and operating a cloth-spreading machine;
 (14) operating a teasing machine;
 (15) attending a loop machine;
 (16) attaching loops or buttons or tufts;
 (17) staining and/or varnishing frames for bedding by hand;
 (18) assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames for bedding, irrespective of the materials of which such frames are made;
 (19) fixing bed irons;
 (20) attaching spring units to bed frames;

Cents per
hour

During the period ending 20 March 1993..... 325

14. Employees engaged in—

- (1) cleaning and sweeping of premises;
 (2) cleaning machinery, plant, tools, spray guns and utensils;
 (3) oiling and greasing machines and/or vehicles;
 (4) lime-washing;

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| <p>(5) voertuie laai en/of aflaai;</p> <p>(6) materiaal hanteer;</p> <p>(7) 'n voertuig of handkar stoot of trek;</p> <p>(8) met handvoertuie aflewer;</p> <p>(9) grondstowwe uitpak, baal en ontbaal;</p> <p>(10) uitrusting skoonmaak en skoonblaas;</p> <p>(11) 'n stoomketel, verbrander en/of oond bedien;</p> <p>(12) droogoonde laai en ontlaai;</p> <p>(13) tee of ander dergelike drank maak;</p> <p>(14) hout vir preserving behandel;</p> <p>(15) artikels in kartonne en/of kartonhouers verpak;</p> <p>(16) artikels in kartonne en/of kartonhouers verpak en daarna die kartonne en kartonhouers vul en toemaak;</p> <p>(17) lym afwas en/of afvee;</p> <p>(18) gebruikte stoffeerwerk en beddegoed uitmekaarhaal;</p> <p>(19) 'n meubelmasjienwerker help om materiale voor en na masjienbewerking te hanteer;</p> <p>(20) metaalstawe, skarniere, metaalbuise, metaalstroke, ketting, draad, hoepelyste en dergelike materiale sny;</p> <p>(21) ysterboute en -stawe vasklink of skroefdraad daarin sny;</p> <p>(22) enige soort pers bedien;</p> <p>(23) stoffeervere baal en indompel;</p> <p>(24) stofsakke en/of siklone van skuurmasjiene versorg;</p> <p>(25) skuurpapierskywe vaslym;</p> <p>(26) in papier of karton toedraai;</p> <p>(27) rubbereenhede in matrasslope insit;</p> <p>(28) rubber of plaasvervangers daarvan uitsny en aan mekaar vaslym;</p> <p>(29) finere met kleefband vassit en 'n fineerpers bedien;</p> <p>(30) lym en papier van geperste finere verwyder, afwas en afvee;</p> <p>(31) hoepelyster wat vir webband gebruik word, reguit maak en/of sny;</p> <p>(32) kopkussings, stoelkussings en peule met stowwe of materiaal vul, maar nie met veerbinnewerk en/of veereenhede nie;</p> <p>(33) klapperhaar met die hand uitklop en/of pluig;</p> <p>(34) metaalstawe skoonmaak;</p> <p>(35) die massa van kopkussings, peule, kwilte en stoelkussings bepaal;</p> <p>(36) klapperhaar of ander materiaal met die hand pluig;</p> <p>(37) beddegoed uitmekaarhaal;</p> <p>(38) lym van meubels verwyder;</p> <p>(39) metaaldele buig, pons, vasklink, boor en/of inmeekaarsit;</p> <p>(40) lym meng, massameet en voorberei;</p> <p>(41) lym en lymverharders met die hand, 'n kwas of masjien aanwend en/of spreid, maar uitdruklik nie meubelonderdele inmeekaarsit of monteer nie behalwe in die geval van die werknemers in subklousule (45) hieronder bedoel;</p> <p>(42) 'n tapplaatdrukmasjien bedien;</p> <p>(43) met 'n patroonplaat, patrone en/of 'n setmaat afmerk ter voorbereiding vir masjinerie;</p> <p>(44) 'n patroon, patroonplaat en/of setmaak afmerk;</p> <p>(45) meubelonderdele wat geklem, geklamp of gepers moet word, inmeekaarsit of monteer: Met dien verstande dat die getalsverhouding van werknemers wat hierdie werksaamheid verrig tot werknemers wat die loon ontvang wat by klousule 1 van hierdie Deel voorgeskrif word en wat klem-, klamp- of perswerk verrig, hoogstens twee tot een mag wees;</p> | <p>(5) loading and/or unloading vehicles;</p> <p>(6) handling materials;</p> <p>(7) pushing or pulling a vehicles or handcart;</p> <p>(8) delivery by manually propelled vehicles;</p> <p>(9) unpacking, baling and unbalancing raw materials;</p> <p>(10) cleaning and blowing down of equipment;</p> <p>(11) attending boiler, incinerator and/or oven;</p> <p>(12) loading and unloading kilns;</p> <p>(13) making tea or other similar beverages;</p> <p>(14) treating timber for preservation;</p> <p>(15) packing articles into cartons and/or cardboard containers;</p> <p>(16) packing articles into cartons and/or cardboard containers and thereafter filling and closing such cartons and containers;</p> <p>(17) washing and/or wiping off glue;</p> <p>(18) stripping second-hand upholstery and bedding;</p> <p>(19) assisting a furniture machinist in handling materials before and after machining;</p> <p>(20) cutting metal rods, hinges, metal tubes, metal strips, chain, wire, hoop-iron and similar materials;</p> <p>(21) riveting or making threads on iron bolts and rods;</p> <p>(22) operating presses of any type;</p> <p>(23) baling and dipping of upholstery springs;</p> <p>(24) attending to dust bags and/or cyclones of sanding machines;</p> <p>(25) glueing sandpaper discs;</p> <p>(26) wrapping in paper or cardboard;</p> <p>(27) inserting rubber units into mattress cases;</p> <p>(28) cutting and glueing together of rubber or substitute materials;</p> <p>(29) taping of veneers and attending veneers press;</p> <p>(30) removing, washing and/or cleaning of glue and paper from pressed veneers;</p> <p>(31) straightening and/or cutting hoop-iron used for webbing;</p> <p>(32) filling of pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units;</p> <p>(33) beating and/or teasing coir by hand;</p> <p>(34) cleaning metal rods;</p> <p>(35) mass-measuring pillows, bolsters, quilts and cushions;</p> <p>(36) teasing coir or any other materials by hand;</p> <p>(37) stripping bedding;</p> <p>(38) removing glue from furniture.</p> <p>(39) bending, punching, riveting, drilling and/or assembling metal parts;</p> <p>(40) mixing, mass-measuring and preparing glue;</p> <p>(41) applying and/or spreading glue and glue hardeners by hand, brush or machine, but expressly excluding the putting together or assembling of furniture parts except in the case of the employees referred to in subclause (45) hereunder;</p> <p>(42) operating tenon squashing machine;</p> <p>(43) marking off by template, patterns and/or jig in preparation for machining;</p> <p>(44) marking pattern, template and/or jig;</p> <p>(45) putting together or assembling furniture parts which are to be cramped, clamped or pressed: Provided that the ratio of employees performing this operation to employees in receipt of the wage prescribed in clause 1 of this Part who are engaged in cramping, clamping or pressing shall not exceed two to one;</p> |
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- (46) skuurpapier of -skrywe en -bande vir oopbandskuurders maak en las;
 (47) materiale deursyg;
 (48) finere, laaghout en hardbord met kleeftand, kramme en/of hegspykers aan rame of kernmateriaal vassit vir perswerk;
 (49) bandlose laswerk met 'n masjien;
 (50) enige soort vakuumsak en -pers laai en ontlai;
 (51) gom- of ander bande afwas;
 (52) onderdele na perswerk opstapel;
 (53) 'n stoffeerder help deur die oortreksel vas te hou;
 (54) lymblokke aanvryf;
 (55) kartelkramme insit in die proses van rame inmeekaarsit;
 (56) oortollige fineer met die hand of 'n handwerktuig wegwerk nadat fineer aangesit is;
 (57) skroewe in vooraf geboorde gate insit voordat vasgeskroef word;
 (58) moere en/of moerdoppies aan boutte vassit;
 (59) handvatsels vasbout;
 (60) glas in vooraf gemaakte groewe of sponnings laat sak, maar nie glas by kraallyswerk in posisie vassit en/of glas op 'n ander manier vassit nie;
 (61) rantfineerwerk met die hand;
 (62) skuimrubber en/of dergelike stowwe na fatsoen en/of grootte sny;
 (63) 'n skuimmaalmasjien bedien;
 (64) karton in die stoffeerseksie met die hand en/of 'n valmes sny, maar nie 'n ander masjien gebruik of karton in 'n ander afdeling sny nie;
 (65) los stoelkussingslope met vulmateriaal vul;
 (66) houttappen met die hand inslaan;
 (67) skuimrubber en/of dergelike stowwe aan oortrekmateriaal vaslym slegs vir deurstikwerk:

*Sent per
uur*

Gedurende die tydperk eindigende 20 Maart
1993 325

15. (a) Werknemers in diens as opsigters of wagte:

*Rand per
week*

Gedurende die tydperk eindigende 20 Maart
1993 154,90

(b) (i) Werknemers in diens as verpakkers;

(ii) werknemers in diens as kantoorbodes;

(iii) los werknemers:

*Sent per
uur*

Gedurende die tydperk eindigende 20 Maart
1993 325."

DEEL III VAN DIE VORIGE OOREENKOMS

10. KLOUSULE 3. WOORDOMSKRYWING

In subklousule (1), skrap die omskrywing van "tydelike werknemer".

11. KLOUSULE 2: LONE

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

"(1) (a) Werknemers, uitgesonderd los werknemers.—'n Werknemer wat 'n voertuig, uitgesonderd 'n stoomwa, dryf waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa wat deur sodanige voertuig getrek word—

(i) hoogstens 2 722 kg is:

354c per uur gedurende die tydperk eindigende 20 Maart 1993;

(46) making and jointing sandpaper or discs and belts for open belt sanders;

(47) straining of materials;

(48) taping, stapling and/or tacking veneers, plywood and hardboard on to frames or core material for pressing;

(49) tapeless jointing by machine;

(50) loading and unloading vacuum bag and press of any kind;

(51) washing off gum or other tapes;

(52) stacking parts after pressing;

(53) assisting upholsterer in holding cover;

(54) rubbing on glue blocks;

(55) inserting corrugated fasteners in the process of assembling frames;

(56) trimming away by hand or hand tool of excess veneer after affixing of veneer;

(57) inserting screws into pre-bored holes preparatory to screwing;

(58) affixing nuts and/or nut covers to bolts;

(59) bolting handles;

(60) dropping glass into pre-made grooves or rebates, but excluding the affixing of glass in position with beading and/or securing glass in any other manner;

(61) edge veneering by hand;

(62) cutting foam rubber and/or similar substances to shape and/or size;

(63) operating a foam mincing machine;

(64) cutting cardboard in the upholstery section by hand and/or guillotine, but excluding the use of any other machine or the cutting of cardboard in any other department;

(65) filling loose cushion cases with filling material;

(66) knocking in wooden dowels by hand;

(67) glueing foam rubber and/or similar substances to cover material for quilting only:

*Cents per
hour*

During the period ending 20 March 1993..... 325

15. (a) Employees employed as caretakers or watchmen:

*Rand per
week*

During the period ending 20 March 1993..... 154,90

(b) (i) Employees employed as packers;

(ii) employees employed as office messengers;

(iii) casual employees;

*Cents per
hour*

During the period ending 20 March 1993..... 325

PART III OF THE FORMER AGREEMENT

10. CLAUSE 3. DEFINITIONS

In subclause (1) delete the definition of "temporary employee".

11. CLAUSE 2: WAGES

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

"(1) (a) Employees, other than casual employees.—An employee who drives a vehicle, other than a steam-wagon, the unladen mass of which, together with the unladen mass of a trailer drawn by such vehicle—

(i) does not exceed 2 722 kg;

354c per hour during the period ending 20 March 1993;

~~355~~
355

(ii) meer as 2 722 kg maar hoogstens 4 536 kg is:
396c per uur gedurende die tydperk eindigende 20 Maart 1993;

(iii) meer as 4 536 kg:
414c per uur gedurende die tydperk eindigende 20 Maart 1993."

Namens die partye op hede die 10de dag van Maart 1992 te Oos-Londen onderteken.

N. G. TERBLANCHE,
Voorsitter van die Raad.

G. M. MANN,
Ondervoorsitter van die Raad.

W. J. CHERRY,
Sekretaris van die Raad.

DEPARTEMENT VAN LANDBOU

No. R. 2074

24 Julie 1992

WET OP BEHEER OOR WYN EN SPIRITUS, 1970
(WET 47 VAN 1970)

PRYS- EN BETALINGSREËLINGS MET BETREK-
KING TOT GOEIEWYN, 1992/93: VOORGESTELDE
WYSIGING

Hiermee word bekendgemaak dat die Ko-operatiewe Wijnbouwers Vereniging van Zuid-Afrika, Beperkt, kragtens artikel 18 (6) (a) van die Wet op Beheer oor Wyn en Spiritus, 1970 (Wet No. 47 van 1970), die prys- en betalingsreëlings vermeld in Goewermentskennisgewing No. R. 416 van 7 Februarie 1992 met betrekking tot wyn, soos omskryf in artikel 14 van genoemde Wet, gewysig het deur in klousule 9 (1) van Bylae 2 daarvan die volgende items na item 13 in te voeg:

Tipe houer en verpakkings- materiaal	Byvoeging per liter	
	Uitsluitende karton	Insluitende karton
"13A. Drie liter tapsak (insluitende kartonomhulsel).....	122c	127c
13B. Drie liter tapsak (uitsluitende kartonomhulsel).....	85c	—"

Alle belanghebbendes word hierby aangesê om enige besware wat hulle teen genoemde wysiging het, binne 14 dae na datum van publikasie van hierdie kennisgewing skriftelik by die Direkteur-generaal, Departement van Landbou, Privaatsak X250, Pretoria, 0001, in te lewer.

S. W. JOUBERT,
Sekretaris: Ko-operatiewe Wijnbouwers Vereniging van
Zuid-Afrika, Beperkt.

No. R. 2079

24 Julie 1992

WET OP DRANKPRODUKTE, 1989
(WET No. 60 VAN 1989)

REGULASIES: WYSIGING

Die Minister van Landbou het kragtens artikel 27 van die Wet op Drankprodukte, 1989 (Wet No. 60 van 1989), die regulasies in die Bylae uitgevaardig.

(ii) exceeds 2 722 kg but does exceed 4 536 kg:
396c per hour during the period ending 20 March 1993;

(iii) exceeds 4 536 kg:
414c per hour during the period ending 20 March 1993."

Signed at East London on behalf of the parties this 10th day of March 1992.

N. G. TERBLANCHE,
Chairman of the Council.

G. M. MANN,
Vice Chairman of the Council.

W. J. CHERRY,
Secretary of the Council.

DEPARTMENT OF AGRICULTURE

No. R. 2074

24 July 1992

WINE AND SPIRIT CONTROL ACT, 1970
(ACT 47 OF 1970)

PRICE AND PAYMENT ARRANGEMENTS WITH
REGARD TO GOOD WINE, 1992/93: PROPOSED
AMENDMENT

It is hereby made known that the Ko-operatiewe Wijnbouwers Vereniging van Zuid-Afrika, Beperkt, acting in terms of section 18 (6) (a) of the Wine and Spirit Control Act, 1970 (Act No. 47 of 1970), has amended the price and payment arrangements set out in Government Notice No. R. 416 of 7 February 1992 with regard to wine, as defined in section 14 of the said Act, by the insertion in clause 9 (1) of Schedule 2 thereto of the following item after item 13:

Type of container and packing material	Addition per litre	
	Excluding carton	Including carton
"13A. Three litre tapped bag (includ- ing carton housing)	122c	127c
13B. Three litre tapped bag (exclud- ing carton housing)	85c	—"

All interested persons are called upon to lodge any objections which they may have against the said amendment, in writing with the Director-General, Department of Agriculture, Private Bag X250, Pretoria, 0001, within 14 days of the date of publication of this notice.

S. W. JOUBERT,
Secretary: Ko-operatiewe Wijnbouwers Vereniging van
Zuid-Afrika, Beperkt.

No. R. 2079

24 July 1992

LIQUOR PRODUCTS ACT, 1989
(ACT No. 60 OF 1989)

REGULATIONS: AMENDMENT

The Minister of Agriculture has under section 27 of the Liquor products Act, 1989 (Act No. 60 of 1989), made the regulations in the Schedule.

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 GOEWERMEN-
KENNISGEWING

HAARKAPPERSBEDRYF, NATAL

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermensken-nisgewing 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 publika-sie van hierdie kennisgewing en vir die tydperk wat op 30 September 1993 eindig, bindend is vir die werkgewersorganisasie en vir die vakvere-niging 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 Rela-tions 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 employ-ers' 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 bepaling van die Ooreenkoms, uitgesonderd 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 bepaling 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 werkgewers-organisasie 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.

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 toilet dienste 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 toilet dienste uitsluitlik vir swart haarkappery aangebied en/of verskaf word;

3.1.7 **"los werknemer"** 'n gekwalifiseerde haarkapper wat by dieselfde werkgever 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 werkgever 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 toilet dienste 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 toilet dienste 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 toilet dienste 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 sjampoeë 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 toilet dienste 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 toilet dienste, uitvoer;

3.1.18 **"haarkapper (gekwaliifiseerd)"** '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 werkgewers-organisasie of van enige afdeling daarvan; of

(f) 'n bevoegdheidsertifikaat in ope haarkapperij het;

3.1.19 **"haarkappersbedryf"** die skoonheidskundige bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die doel om toilet dienste 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 gebruikelike 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 toilet dienste persoonlik uit te voer nie;

3.1.26 **"bevoegdheidsertifikaat in ope haarkapperij"** 'n bevoegdheidsertifikaat wat deur die Raad kragtens klousule 8.6.1 (a) hiervan uitgereik is;

3.1.27 **"ope salon"** 'n bedryf waarin toilet dienste in swart haarkapperij en algemene haarkapperij aangebied en/of verskaf word of verskaf sal word, en "ope haarkapperij" beteken swart en algemene haarkapperij;

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 toilet dienste gegee word;

3.1.33 **"ontvangsdame en/of telefoniste"** 'n werknemer aangestel vir die doel om klante 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 **"sjampoeis"** '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 kartelhulpmiddels; 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 haarkappers-behandeling; die aanwending van vaste golfmiddels; neutralisering en spoel van vaste golwings en ontspanners; sonstreping deurtrek en bleikmiddels aanwend oor 'n sonstrepingskappie; 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 toilet dienste gebruik word of gebruik mag word;

3.1.38 **"toilet dienste"** 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, vloei-middels 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 toilet dienste 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 hoër 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 lene 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 lene 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 toilet dienste.

4. VERBOD OP DIE VERRIGTING VAN ENIGE DAAD AS HAARKAPPER ONDER SEKERE OMSTANDIGHED

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 toilet dienste opgedra is;

4.1.3 as hy 'n werkende werkgewer is, 'n geldige sertifikaat aan hom uitgereik is om oop haarkapperij uit te voer: Met dien verstande dat—

(a) as die besigheid 'n swart salon is, by slegs 'n sertifikaat om swart haarkapperij te beoefen, benodig;

(b) as die besigheid 'n algemene salon is, by slegs 'n sertifikaat om algemene haarkapperij 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 nie-werkende werkgewers beskou word op wie die bepalinge van klousule 4.1.2 van toepassing is;

4.1.4 'n geldige sertifikaat om oop haarkapperij 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 toilet dienste in die besigheid aan 'n persoon wat gekwalifiseerd is om swart haarkapperij te beoefen, opgedra mag word;

(b) as die besigheid 'n algemene salon is, die beheer oor en bestuur van die verskaffing van toilet dienste in die besigheid aan 'n persoon wat gekwalifiseerd is om algemene haarkapperij te beoefen, opgedra mag word;

(c) as die besigheid 'n oop salon is, die beheer oor en bestuur van die verskaffing van toilet dienste in die besigheid gesamentlik aan persone wat gekwalifiseerd is om respektiewelik swart haarkapperij en algemene haarkapperij 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. ~~281~~ 355

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 registrasietydperk 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 bepalinge 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 toilet dienste 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 toilet dienste 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 bepalinge van klousule 4.3 is *mutatis mutandis* op hierdie klousule van toepassing.

5.13 Die bepalinge 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 appèl 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 aggrieved by a decision of the Secretary as a result of which he has been denied registration shall have the right to appeal to the Council within 21 days from the date of receipt of notice of such refusal. The notice of appeal shall be in writing and shall be signed personally by the appellant, specifying the decision appealed against and the grounds of appeal.

5.15.2 Every appeal in respect of clause 5.22 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 reëls 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 werkgever mag, sonder om die voorafgaande toestemming van die Raad te verkry, veroorsaak of toelaat dat enige perseel of enige gedeelte daarvan waarop hy toilet-dienste 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 toilet-dienste nie. Die Raad kan sy toestemming na goeddunke verleen of weerhou.

6.3 Geen werkgever 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 werkgever 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 werkgever 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 werkgever 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 premises or any part thereof in which he is performing or has performed toilet services to be let or sublet or occupied by any person for the purpose of such person's engaging in any work directly or indirectly connected with the Hairdressing trade or the provision of toilet services. The consent of the Council may be given or withheld in its discretion. (355)

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 calendar 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 kategorieë 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. 355

7.6.5 Every application for the issuing of a certificate to practise hairdressing shall be accompanied by the levy prescribed in clause 7.8, which shall not be refundable under any circumstances.

7.6.6 No certificate to practise hairdressing shall be issued to—

(a) any hairdresser who does not comply with the standard of training prescribed by clause 8.8;

(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 geëndosseer 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 beëdigde 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 bepalinge 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 (gekwalfiseerd) 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 sertifikaat.

(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 of 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 forthwith 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 bevoegdheidssertifikaat vir swart haarkappery;

(c) in die geval waar 'n persoon aansoek doen om 'n sertifikaat vir algemene haarkappery, die bevoegdheidssertifikaat vir algemene haarkappery.

8.6.2 In die geval waar 'n persoon aansoek doen om 'n sertifikaat vir manshaarkappery, is die bevoegdheidssertifikaat 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, blaasstileringsny, sonstrepingsny 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, stileringsny van hare (vry stileringsny), stileringsny 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, blaasstileringsny, sonstrepingsny 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 bevoegdheidssertifikate.

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 bevoegdheidssertifikaat 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 bevoegdheidssertifikaat 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 gentlemen'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 hairdressing 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, semi-permanent 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 eniger 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 standaard 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 ander 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 toilet dienste nie behalwe 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 toilet dienste, welke toestemming van die Raad na goeddinke gegee of weerhou kan word, en sonder om enige rede daarvoor te verstrek;

(b) met die oog op wins enige toilet dienste 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 insinuer 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, of vir 'n spesifieke tydperk of 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 (gekwalfiseerd) 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 (gekwalfiseerd) 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 toilet dienste in 'n bedryfsinrigting verskaf nie, en mag nie verwag of toelaat dat enige persoon dit verskaf nie, tensy so 'n werkgewer of persoon 'n gekwalfiseerde haarkapper, 'n vakleerling, 'n minderjarige, 'n leerlinghaarkapper, 'n sjampoeis of 'n manikuris en/of 'n skoonheidskundige is.

9.3 Die enigste werk of toilet dienste 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; ~~(25)~~ (355)

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 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 bepalinge 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 toilet dienste 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 bepalinge 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 vakttoets slaag met die gevolg dat sy vakleerlingkontrak ooreenkomstig die WMO/ITB as beëindig 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: Provided 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 diensbeëindigings 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 sjampoeis in diens is nie, as 'n sjampoeis deur enige werkgewer in diens geneem word nie tensy so 'n persoon vir ten minste 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 ooreenkoms, 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 hoër 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 aange-teken 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. (28/7) (355)

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;

10.2.2 the rate of commission agreed upon and the conditions of entitlement;

10.2.3 the day of the week or month when commission earned is due and payable;

10.2.4 the period of notice, which shall not be less than one week and shall be in writing, to be given by the employer or his employee in order to cancel or to negotiate for the alteration of the conditions on which the commission is payable.

Commission payable in terms of this clause shall be entered in the wage book in the same manner as wages payable in terms of clause 11.

10.2.5 Such commission agreement shall be signed by the parties thereto before two witnesses within 30 days from commencement of employment.

10.3 Every employer shall within three days of being requested to do so—

(a) by an employee who has entered into a commission agreement with such employer;

(b) by the Secretary or an agent of the Council, supply any such person so requesting it with a copy thereof.

10.4 'n Kommissie-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 werkgever betaal en deur 'n werknemer aanvaar word nie:

KODE	QET—	Voltooide vakleerlingkontrak (tydsverloop).
	COTT—	Vorige vaktoets—Vaktoetsertifikaat.
	CC—	Raadbevoegdheidsertifikaat.
	MC—	Meestersertifikaat.
	COH—	Sertifikaat vir oop haarkappery.
	CE—	Vrygestel deur Raad—Raadvrystelling.
	TH—	Leerlinghaarkapper.
	NW—	Nie-werkende werkgever.

* Behoudens 'n bywoningstoelae van R15 per maand.

Werknemer	Loon per maand
Haarkapper (gekwalfiseerd) met kode QET, CC of COH:	
Eerste jaar na kwalifikasie.....	720,00
Daarna.....	840,00
Haarkapper (gekwalfiseerd) 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
Sjampoeis*	
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 leerlingsjampoeis 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 commission agreement may be in the form set out in Annexure G hereto or in a substantially similar form.

11. PAYMENT OF WAGES (355)

11.1 No employer shall pay and no employee shall accept wages at rates lower than the following:

KODE	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 gebruikelike 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 werkgever 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 werkgever 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 werkgever 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 werkgever in diens is, deur daardie werkgever 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 werkgever gegee word, mag die werkgever, 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 werkgever 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. ~~255~~ 355

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 or 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 werkdag nie, behalwe soos in klousule 12.9 hiervan bepaal.

12.2 Die werkdag 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 Maandag tot en met Vrydag 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

Maandag, Dinsdag, Woensdag, Donderdag, Vrydag: Werkure mag nie agt in 'n 24-uurtydperk oorskry nie.

Saterdag: 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 Sondag en/of openbare vakansiedag:* '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):

= 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 off 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 hair-dressing 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):

= 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 $\times 1,5 \times$ uurloon:

= Oortydloon.

12.10 Openbare vakansiedae:

Teikens 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 tye aantekeninge hou van alle—

- (a) lone betaal;
- (b) kommissie betaal;
- (c) tyd gewerk;
- (d) oortyd gewerk; en
- (e) aftrekkings.

Step 2:

Prescribed weekly wage divided by 46:

$$= \frac{\text{Prescribed Weekly Wage}}{46}$$

= hourly rate

Step 3:

Total overtime hours worked $\times 1,5 \times$ 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 tydstaat 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 balpuntepen 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 werkdag 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 reëling 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. ~~13.2~~ (355)

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 werkgever en die werknemer gereël is ten minste ses maande voordat sulke verlof beskikbaar word, en moet in ieder geval deur die werkgever 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 beëindig 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 diensbeëindiging, 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 werkgever voltooi het, word daarna van hom vereis om verlof te neem ooreenkomstig klousule 14, en van sy werkgever word vereis om sulke verlof aan hom te gee binne twee maande nadat dit beskikbaar word ingevolge hierdie klousule, en die werkgever 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 werkgever 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 werkgever, bereken vanaf die datum van sy eerste betrekking by so 'n werkgever, of vanaf die datum waarop hy laas geregtig was op jaarlikse verlof.

14.8 As genoemde werkgever of werknemer die genoemde diens beëindig nadat die werknemer vir verlof kwalifiseer, moet die werkgever 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 beëindig 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 geëis 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 geëis 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 werkgever; of

14.12.4 militêre diens doen ingevolge die Verdedigingswet, 1957;

wat in die geheel in enige jaar nie meer as 10 weke beloop nie met betrekking tot die tydperke in 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 Werkgever 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 werkgever 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 werkgever 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 werkgever 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 werkgever rente betaal op so 'n

14.11 All monies held by the Council in terms hereof shall be paid into the funds of the Council and shall be dealt with in accordance herewith.

14.12 Any period during which an employee—

14.12.1 is on leave in terms of clause 14.2; or

14.12.2 is absent from work owing to illness; or

14.12.3 is absent from work on the instructions or at the request of the employer; or

14.12.4 is doing military service in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in clause 14.12.1, 14.12.2 and 14.12.3, plus up to four months of any period of military service referred to in clause 14.12.4 done in that year, shall, for the purposes of 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 the provisions of clause 12.9.1 of the Agreement, no employee shall be entitled to further compensation in respect of such public holiday.

14.15.4 Notwithstanding the provisions of clauses 12.10 and 12.11 hereof, an employee who is required by his employer to work on the working day immediately prior to and/or succeeding a public holiday and who absents himself on such working day(s) shall not be entitled to payment for such public holiday: Provided that an employee shall be entitled to payment for such public holiday where the employer has given permission for such absence, or has condoned such absence, or where the employee was sick and can produce a medical certificate to prove it if so required by the employer or where the public holiday falls during the period of the annual leave of the employee.

15. INTEREST

15.1 Should any amount due or payable to the Council in terms of clauses 5.1.5, 5.18, 5.22, 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 beëindig, 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 eniger 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 beëindiging;

(b) in die geval van 'n week kennis, die weekloon, uitsluitende oortydbetaling, wat die werknemer ontvang ten tyde van sodanige beëindiging;

(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 diens beëindig 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 werkdag van 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 beïnvloed nie:

(a) Die reg van 'n werkgewer of 'n werknemer om die kontrak sonder kennisgewing te beëindig 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 Hair-dressing 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 ongeleerde 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
Sjampoeis.....	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 concurrently with or the notice shall not be given during an employee's absence on leave, or whilst he is rendering military service in terms of the Defence Act, 1957, or during any period of absence owing to illness.

16.5 An employer or his employee, except an illiterate employee, shall give the notice referred to in this clause in writing.

17. EXPENSES OF THE COUNCIL

17.1 For the purpose of meeting the expenses of the Council, funds shall be obtained in the following manner:

17.1.1 Every employee and every employer shall contribute to the funds of the Council as set out in the following table:

A Category	B Employees contribution per month
Hairdressers:	
KODES:	
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 werkgever 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 werkgever 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 werkgever wat betrokke is in die Haarkappersbedryf—

(a) enige daad as 'n haarkapper uitvoer nie behalwe in die loop en binne die bestek van sy diens as sodanig; of

(b) 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 werkgever 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 werkgevers en werknemers.

19.2 Die Raad kan van tyd tot tyd enige vorms voorskryf wat deur werkgevers en/of werknemers ingevul moet word ten einde nakoming van enige bepalings van hierdie Ooreenkoms te vergemaklik.

19.3 'n Werkgever 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 werkgever of werknemer bekend geword het, of binne 'n verdere tydperk wat die Raad kan toelaat. Met dien verstande dat 'n werkgever of werknemer wat hom nie 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 werkgever 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 werkgever 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 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.

18.5 **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 writing 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 received 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 aangebring 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 Nattale 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 reëlins 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 reëlins 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 conducive 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 toepassing 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 Reëls 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 beëindig. 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 beëindig op grond van gedrag wat ten nadele van die Fonds is.

24.5 Membership:

24.5.1 Membership of either Scheme A or Scheme B shall be compulsory for the following:

(a) All employers and employees working in the Trade.

(b) Persons other than those referred to in paragraph (a) who are—

(i) directly or indirectly engaged or employed in the Hairdressing Trade;

(ii) employees of the trade union and the employers' organization which are the parties to this Agreement.

24.5.2 Employees of the Industrial Council for the Hairdressing Trade may be admitted to membership of the Fund at the discretion of the Board of Management.

24.5.3 Notwithstanding the provisions of clauses 24.5.1 (a) to (c), a member who has paid contributions to the Fund for at least five years immediately prior to retirement and is a *bona fide* pensioner, or the widow of a deceased member may apply to the Board of Management to become a 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 Beëindiging 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 opge-loop 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 appél na die Bestuursraad teen enige besluit van 'n komitee van die Fonds kragtens klousule 24.5.2. Die Bestuursraad moet die appél aanhoor en kan die ondersoek 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 diensbeëindiging sonder die betaling van bydraes, geag word 'n lid van die Fonds te wees vir 'n tydperk van een kalendermaand vanaf die datum van diensbeëindiging in die Bedryf;

(b) sodra 'n 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 beëindig 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 niesteenstaande 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 voorgelê 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 gezondheid 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 werkgever wat 'n lid van die werkgewers-organisasie 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 werkgever 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 afhank- like	L + 2	L + 3	L + 4
Werkgever (verbonde)	Y	12,00	50,00	90,00	130,00	170,00	210,00
Werkgever (nie-verbonde)	Y	12,00	50,00	90,00	130,00	170,00	210,00
Haarkapper: Kode QET, CC, COH en CE	X 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
Shampooërs	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 = Werkgever se deel.

2. Werkgevers (verbonde of nie) betaal slegs die "Y"-bydrae vir hulleself.

3. Werkgevers se bydrae in Skema B is dieselfde soos in Skema A voorgeskryf met betrekking tot hulle werknemers, en werkgevers 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 werkgever 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 bepalinge 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 bepalinge 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, bepalinge en vereistes van die reëls 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 siekgebeldbystand 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 bepalinge van klousule 24.4.1 is lede vir wie lone voorgeskryf is in klousule 11 van hierdie Ooreenkoms, geregtig op siekgebeldbystand 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%	65%	85%
van voorgeskrewe basiese loon.	van voorgeskrewe basiese loon.	van voorgeskrewe basiese loon.

24.9.7 Geen lid is geregtig op siekgebeldbystand 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 siekgebeldbystand 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%	65%	85%
of prescribed basic wage.	of prescribed basic wage.	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, bepalinge 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 bepalinge 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 herindiening in die Bedryf.

24.10.4 Die Bestuursraad, na sy uitsluitlike goeddunke, kan, nieteenstaande die bepalinge 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 bepalinge 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 geadmineistreer 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 reëls 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 reëls 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.

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 to 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 as 12 persent van die bydraes en inkomste ontvang deur die Fonds in enige jaarlikse bystandsiklus, en andersins volgens bepalinge 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 appél 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 bepalinge 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 deleger wat nie teenstrydig met hierdie Ooreenkoms of met die reëls 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 bepalinge 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 shall 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 agreed 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 handeling 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:*

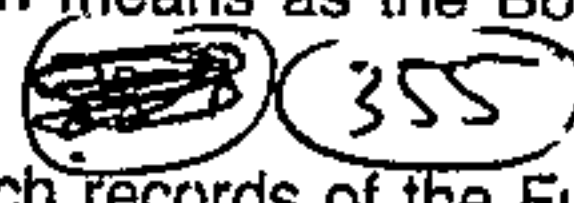
24.14.1 Enige ooreenkoms wat deur die Minister as bindend verklaar word kragtens artikel 48 van die Wet, wat hierdie Ooreenkoms vervang of opvolg, kan voorsiening maak vir die voortsetting en administrasie van die Fonds.

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 Nywerheidsregistrator 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 published 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 constituted 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 occurring on such Board may be filled 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 gelikwedeer word. Met likwidasië 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 likwidasiëkoste, gelykop verdeel word tussen die werkgersorganisasie en die vakvereniging. Die Fonds moet gelikwedeer 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 appél 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 reëls deur die Bestuursraad gemaak is, is die Fonds nie aanspreeklik om bystand te betaal nie vir enige siekte waarvoor Siektebystandsfonds vir die Haarkappers-bedryf 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 medical 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 Ongevalwet, 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 (gekwalfiseerd), 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) sonstrepingskappe:

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 maatreëls neem, of volgens die Wet of volgens die Raad se Konstitusie.

27. ULTRA VIRES-BEPALINGS IN OOREENKOMS

Indien enige bepaling in hierdie Ooreenkoms ongeldig of *ultra vires* die bevoegdheid 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 beëindig word as gevolg van drostery, moet 'n werkgewer met die beëindiging 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 diensbeëindiging van die werknemer en sy loonskaal ten tyde van die diensbeëindiging 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), shall 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 werkgever 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 aftretings- 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 werkgever 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 werkgever '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 afwesigheidsydperke met onbetaalde verlof en afwesigheid weens siekte, besering op diens of militêre diens, wanneer geen betaling aan die werknemer verskuldig is deur die werkgever 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 werkgever 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 goedge-dunke 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 deeltidse 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 goedge-dunke, tot lidmaatskap van die Fonds toegelaat word, en die bepalinge van hierdie klousule is *mutatis mutandis* op enige persoon wat aldus toegelaat word, van toepassing:

(a) 'n Werknemer van 'n vakvereniging of 'n werkgeversorganisasie 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 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 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 werkgever 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 werkgever '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 werkgever 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 Uittredingsannuïteitsfonds 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 uittredingsannuïteite aan sy lede te verskaf.

32.3 Die Fonds word deur sy reëls 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 werkgever moet die bydrae ingevolge klousule 32.4 stuur aan die Sekretaris van die Raad, Posbus 2182, Durban, 4000, nie later nie as die 7de dag van die maand wat 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 reëls 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.

(9) Waar 'n werknemer by 'n werkplek blootgestel is of blootgestel kan word aan 'n potensiële gevaar van besering aan of absorpsie deur die vel as gevolg van skielike aanraking met 'n groot hoeveelheid toksiese, invretende, hoërisiko- of soortgelyke gevaarlike stof, moet die betrokke werkgewer toesien dat 'n vinnig reagerende vloedstortbad met skoon water of 'n soortgelyke fasiliteit by of in die onmiddellike omgewing van die werkplek van sodanige werknemer is en dat elke sodanige werknemer in die gebruik daarvan opgelei is.

BYLAE

(Regulasie 3)

MINIMUM INHOUD VAN 'N EERSTEHULPKAS

In die geval van winkels en kantore, mag die hoeveelhede onder items 1, 8, 9, 10, 14, 15, 17 en 18 halveer word.

- Item 1: Wondreiniger/ontsmettingsmiddel (100 ml).
- Item 2: Deppers vir reiniging van wonde.
- Item 3: Watte vir kussinkies (100 g).
- Item 4: Steriele gaasstroke (minimum hoeveelheid 10).
- Item 5: 1 Pinset (vir splinters).
- Item 6: 1 Skêr (minimum grootte 100 mm).
- Item 7: 1 Stel haakspelde.
- Item 8: 4 Driehoekverbande.
- Item 9: 4 Rolverbande (75 mm × 5 m).
- Item 10: 4 Rolverbande (100 mm × 5 m).
- Item 11: 1 Rol hegpleister (25 mm × 3 m).
- Item 12: 1 Nie-allergiese kleefstrook (25 mm × 3 m).
- Item 13: 1 Pakkie kleefverbandstrokies (minimum hoeveelheid 10 verskillende groottes).
- Item 14: 4 Eerstehulpverbande (75 mm × 100 mm).
- Item 15: 4 Eerstehulpverbande (150 mm × 200 mm).
- Item 16: 2 Reguit spalke.
- Item 17: 2 Paar groot en 2 paar medium wegdoenbare latekshandskoene.
- Item 18: 2 KPR-mondstukke of soortgelyke toestelle.

No. R. 2247

7 Augustus 1992

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND: HERBEKRAGTING VAN MEDIESE HULPVERENIGINGOOREENKOMS

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

(9) Where an employee at a workplace is exposed or can be exposed to a potential hazard of injury to or absorption through the skin as a result of sudden contact with a large amount of toxic, corrosive, high risk or similar hazardous substance, the employer concerned shall make sure that there is a fast-reacting deluge-shower with clean water or a similar facility in the immediate vicinity of the workplace of such employee and that the employee is trained in the use thereof.

ANNEXURE

(Regulation 3)

MINIMUM CONTENTS OF A FIRST AID BOX

In the case of shops and offices, the quantities stated under items 1, 8, 9, 10, 14, 15, 17 and 18 may be reduced by half.

- Item 1: Wound cleaner/antiseptic (100 ml).
- Item 2: Swabs for cleaning wounds.
- Item 3: Cotton wool for padding (100 g).
- Item 4: Sterile gauze (minimum quantity 10).
- Item 5: 1 Pair of forceps (for splinters).
- Item 6: 1 Pair of scissors (minimum size 100 mm).
- Item 7: 1 Set of safety pins.
- Item 8: 4 Triangular bandages.
- Item 9: 4 Roller bandages (75 mm × 5 m).
- Item 10: 4 Roller bandages (100 mm × 5 m).
- Item 11: 1 Roll of elastic adhesive (25 mm × 3 m).
- Item 12: 1 Non-allergenic adhesive strip (25 mm × 3 m).
- Item 13: 1 Packet of adhesive dressing strips (minimum quantity, 10 assorted sizes).
- Item 14: 4 First aid dressings (75 mm × 100 mm).
- Item 15: 4 First aid dressings (150 mm × 200 mm).
- Item 16: 2 Straight splints.
- Item 17: 2 Pairs large and 2 pairs medium disposable latex gloves.
- Item 18: 2 CPR mouth pieces or similar devices.

No. R. 2247

7 August 1992

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE: RE-ENACTMENT OF MEDICAL BENEFIT SOCIETY 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

hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1993 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) en 2 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1993 eindig, bindend is vir alle ander werkgewers en 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 KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND: MEDIESE HULPVERENIGING

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 1956, gesluit deur en aangegaan tussen die

Orange Free State and Northern Cape Clothing Manufacturers' Association

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

South African Clothing and Textile Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid, Oranje-Vrystaat en Noord-Kaapland.

1. KLOUSULE 1—TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die landdrostdistrik Kimberley nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en wat by die Klerasienywerheid betrokke is en deur alle werknemers wat lede van die vakverenigings is en in dié Nywerheid werksaam is.

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

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 April 1993 of vir die tydperk wat hy bepaal.

heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1993, upon the employers' organisation and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organisation or union; and

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) and 2 shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE: MEDICAL BENEFIT SOCIETY

AGREEMENT

in terms of the Industrial Conciliation Act, 1956, made and entered into by and between the

Orange Free State and Northern Cape Clothing Manufacturers' Association

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

South African Clothing and Textile Workers' Union

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

being parties to the Industrial Council for the Clothing Industry, Orange Free State and Northern Cape,

1. CLAUSE 1—SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial District of Kimberley by all employers who are members of the employers' organisation and who are engaged in the Clothing Industry and by all employees who are members of the trade unions and employed in that Industry.

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in force for the period ending 30 April 1993 or for such period as may be determined by him.

3. ALGEMENE BEPALINGS

Die bepalings soos vervat in klousules 3 tot 10 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2812 van 14 Desember 1979, soos gewysig en hernieu is deur Goewermentskennisgewings R. 1203 en R. 1204 van 10 Junie 1983, R. 2153 en R. 2154 van 25 September 1987, R. 287 van 24 Februarie 1989 en R. 2114 van 29 September 1989, (hierna die "Vorige Ooreenkoms" genoem) soos verder verleng, hernieu, gewysig of herbekragtig van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

4. KLOUSULE 8—BYSTAND

(1) In subklousule (2) voeg die uitdrukking "(a)" na die uitdrukking "(2)" in.

(2) In subklousule (2) (a) vervang die uitdrukking "R27,50", "R55,00" en "R82,50" deur die uitdrukking "R200,00", "R120,00" en "R150,00" onderskeidelik.

(3) In subklousule (2) voeg die volgende paragrafe (b) en (c) in:

"(b) 'n Lid word toegelaat om 'n maksimum van 8 besoeke in 'n kalenderjaarkringloop te bring aan 'n mediese praktisyn wat deur die Vereniging aangestel is en 'n klinieksuster. Vir 'n lid in die eerste 3 jaar van lidmaatskap begin die kringloop op sy aanvangsdatum;

(2) (c) 'n Lid betaal 'n R3,00-konsultasieheffing vir elke besoek aan die dokter."

Namens die partye, op hede die 25ste dag van November 1991 te Johannesburg onderteken.

A. LAIRD SMITH,

Voorsitter van die Raad.

N. RATSHIDI,

Lid van die Raad.

H. BROOKSTEIN,

Adjunk Sekretaris van die Raad.

No. R. 2248

7 Augustus 1992

WET OP ARBEIDSVERHOUDINGE, 1956**JUWERLIERSWARE- EN EDELMETAALNYWERHEID, KAAP: 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 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 klousules 1 (1) (a), 2 en 3 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember

3. GENERAL PROVISIONS

The provisions of clauses 3 to 10 of the Agreement published under Government Notice R. 2812 of 14 December 1979 as amended and renewed by Government Notices R. 1203 and R. 1204 of 10 June 1983, R. 2153 and R. 2154 of 25 September 1987, R. 287 of 24 February 1989 and R. 2114 of 29 September 1989, (hereinafter referred to as the "Former Agreement") as further extended, renewed, amended or re-enacted from time to time, shall apply to employers and employees.

4. CLAUSE 8—BENEFITS

(1) In subclause (2) insert the expression "(a)" after the expression "(2)".

(2) In subclause (2) (a) substitute the expressions "R100,00", "R120,00" and "R150,00" for the expressions "R27,50", "R55,00" and "R82,50", respectively.

(3) In subclause (2) insert the following paragraphs (b) and (c):

"(b) Members shall be allowed a maximum of 8 visits in a calendar year cycle to a medical practitioner appointed by the Society and to a clinic sister. For members in their first 3 years of membership, the cycle shall commence on their starting date.

(2) (c) Members shall pay a R3,00 consultation levy to the doctor per visit."

Signed at Johannesburg, on behalf of the parties, this 25th day of November 1991.

A. LAIRD SMITH,

Chairman of the Council.

N. RATSHIDI,

Member of the Council.

H. BROOKSTEIN,

Deputy Secretary of the Council.

No. R. 2248

355

7 August 1992

LABOUR RELATIONS ACT, 1956**JEWELLERY AND PRECIOUS METAL INDUSTRY, CAPE: AMENDMENT OF MAIN AGREEMENT**

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

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

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1992, upon all employers and

1992 eindig, bindend is vir alle ander werkgewers en werknemers as 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 JUWELIERS-WARE- EN EDELMETAALNYWERHEID (KAAP)

OOREENKOMS

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

Cape Jewellery Manufacturers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem).

Jewellers' and Goldsmiths' Union

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

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

om die Hofooreenkoms, gepubliseer by Goewermmentskennisgewing R. 1133 van 8 Junie 1984, soos gewysig en her-nieuw by Goewermmentskennisgewing R. 2070 van 26 September 1986, R. 107 van 16 Januarie 1987, R. 146 van 30 Januarie 1987, R. 975 van 30 April 1987, R. 1992 van 11 September 1987, R. 2635 van 27 November 1987, R. 70 van 22 Januarie 1988, R. 1233 van 24 Junie 1988, R. 1675 van 19 Augustus 1988, R. 2591 van 23 Desember 1988, R. 1454 van 7 Julie 1989, R. 393 en R. 394 van 23 Februarie 1990 en R. 1762 van 2 Augustus 1991, te wysig, R. 2858 van 29 November 1991 en R. 818 van 13 Maart 1992.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in die landdrostdistrik Die Kaap, uitgesonderd daardie gedeeltes wat voor 24 Oktober 1958 en 9 Maart 1973 (Goewermmentskennisgewings No. 1559 van 24 Oktober 1958 en 173 van 9 Februarie 1973), binne die landdrostdistrik Wynberg geval het, maar met inbegrip van daardie gedeeltes van die landdrostdistrik Goodwood wat voor 3 Oktober 1975 en 12 Desember 1980 (Goewermmentskennisgewings Nos. 1882 van 3 Oktober 1975 en 2536 van 12 Desember 1980) binne die landdrostdistrik Die Kaap geval het.

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

(a) slegs op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

(b) op vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan of 'n voorwaarde wat daarkragtens gestel is nie.

employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

SCHEDULE

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

AGREEMENT

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

Cape Jewellery Manufacturers' Association

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

Jewellers' and Goldsmiths' Union

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

being the parties to the Industrial Council for the Jewellery and Precious Metal Industry (Cape),

to amend the Main Agreement, published under Government Notice R. 1133 of 8 June 1984, as amended and renewed by Government Notices R. 2070 of 26 September 1986, R. 107 of 16 January 1987, R. 146 of 30 January 1987, R. 975 of 30 April 1987, R. 1992 of 11 September 1987, R. 2635 of 27 November 1987, R. 70 of 22 January 1988, R. 1233 of 24 June 1988, R. 1675 of 19 August 1988, R. 2591 of 23 December 1988, R. 1454 of 7 July 1989, R. 393 and R. 394 of 23 February 1990 and R. 1762 of 2 August 1991, R. 2858 of 29 November 1991 and R. 818 of 13 March 1992.

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial District of The Cape, excluding those portions which prior to 24 October 1985 and 9 March 1973 (Government Notices 1559 of 24 October 1958 and 173 of 9 February 1973), fell within the Magisterial District of Wynberg, but including those portions of the Magisterial District of Goodwood which, prior to 3 October 1975 and 12 December 1980 (Government Notices Nos. 1882 of 3 October 1975 and 2536 of 12 December 1980), fell within the Magisterial District of the Cape.

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

(a) apply only to employees for whom wages are prescribed in this Agreement, and to the employers of such employees;

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

2. KLOUSULE 20: LEDEGELD VAN VAKVERENIGING

Vervang klousule 20 deur die volgende:

"KLOUSULE 20: LEDEGELD VAN VAKVERENIGING

(1) Welke werkgever moet van die werkloon of maandelikse salaris van elke werknemer die bedrag van die ledegeld wat deur sodanige werknemer aan die vakvereniging betaalbaar is, aftrek en die bedrag aldus afgetrek maand vir maand aan die Sekretaris van die Nywerheidsraad vir die Juweliers- en Edelmetaalnywerheid (Kaap), Posbus 1536, Kaapstad, 8000, stuur en wel voor of op die 10de dag van die daaropvolgende maand. Die Sekretaris van die Raad moet die bedrag wat aldus ontvang word, daarna aan die Sekretaris van die Jewellers' and Goldsmiths' Union stuur.

(2) (a) Indien die Raad 'n bedrag wat ingevolge hierdie klousule verskuldig is, nie ontvang teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, is die werkgever onverwyld aanspreeklik vir en moet hy rente betaal op sodanige bedrag of op sodanige mindere bedrag as wat nog nie betaal is nie, teen die rentekoers voorgeskryf by die Wet op die Voorgeskrewe Rente, Wet No. 55 van 1975, bereken vanaf sodanige 15de dag tot die dag waarop die betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad na sy uitsluitlike goedgekeurde betaling van sodanige rente of 'n gedeelte daarvan in 'n individuele geval kan kwytgeld.

(b) Ingeval die Raad koste moet aangaan of verplig word om invorderingskommissie te betaal vanweë die werkgewer se versuim om voor of op die vervaldatum te betaal, is die werkgever dan ook daarvoor aanspreeklik om onverwyld al sodanige koste van watter aard ook al soos tussen prokureur en kliënt en al sodanige invorderingskommissie te betaal en kan die Raad na sy uitsluitlike goedgekeurde enige betaling deur die werkgever aanwend eerstens ter vereffening van sodanige koste, invorderingskommissie en rente en daarna ter vermindering van die agterstallige kapitaalbedrag."

3. KLOUSULE 21: LEDEGELD VAN WERKGEWERS-ORGANISASIE

Vervang klousule 21 deur die volgende:

"KLOUSULE 21: LEDEGELD VAN WERKGEWERS-ORGANISASIE

(1) Die ledegeld wat deur 'n lid aan die Cape Jewellery Manufacturers' Association betaalbaar is, moet maand vir maand en wel voor of op die 10de dag van die daaropvolgende maand aan die Sekretaris van die Raad gestuur word saam met 'n staat wat die volgende meld:

- (a) Die naam en adres van die werkgever; en
- (b) die tydperk waarop die bedrag betrekking het.

Die Sekretaris van die Raad moet die bedrag wat aldus ontvang word, daarna aan die Sekretaris van die Cape Jewellery Manufacturers' Association stuur.

(2) (a) Indien die Raad 'n bedrag wat ingevolge hierdie klousule verskuldig is, nie ontvang teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, is die werkgever onverwyld aanspreeklik vir en moet hy rente betaal op sodanige bedrag of op sodanige mindere bedrag as wat nog nie betaal is nie, teen die rentekoers voorgeskryf by die Wet op die Voorgeskrewe Rente, Wet No. 55 van 1975, bereken vanaf sodanige 15de dag tot die dag waarop die betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad na sy uitsluitlike goedgekeurde betaling van sodanige rente of 'n gedeelte daarvan in 'n individuele geval kan kwytgeld.

2. CLAUSE 20: TRADE UNION SUBSCRIPTIONS

Substitute the following for clause 20:

"CLAUSE 20: TRADE UNION SUBSCRIPTIONS

(1) Every employer shall deduct from the weekly wages or monthly salaries of each employee the amount of subscription payable by such employee to the trade union and shall forward the amount so deducted to the Secretary of the Industrial Council for the Jewellery and Precious Metal Industry (Cape), P.O. Box 1536, Cape Town, 8000, month by month and not later than the 10th day of the following month. The amount so received shall thereafter be transmitted by the Secretary of the Council to the Secretary of the Jewellers' and Goldsmiths' Union.

(2) (a) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, Act No. 55 of 1975, calculated from such 15th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

(b) In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date the employer shall then also be liable forthwith to pay all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer first in satisfaction of such costs, collection commission and interest and thereafter in reduction of the overdue capital amount."

3. CLAUSE 21: EMPLOYER ASSOCIATION'S SUBSCRIPTIONS

Substitute the following for clause 21:

"CLAUSE 21: EMPLOYER ASSOCIATION SUBSCRIPTIONS

(1) The subscription payable by a member to the Cape Jewellery Manufacturers' Association shall be forwarded to the Secretary of the Council month by month and not later than the 10th day of the following month, together with a statement showing—

- (a) the name and address of the employer; and
- (b) the period to which the amount relates.

The amount so received shall thereafter be transmitted by the Secretary of the Council to the Secretary of the Cape Jewellery Manufacturers' Association.

(2) (a) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, Act No. 55 of 1975, calculated from such 15th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

(b) Ingeval die Raad koste moet aangaan of verplig word om invorderingskommissie te betaal vanweë die werkgewer se versuim om voor of op die vervaldatum in te betaal, is die werkgewer dan ook daarvoor aanspreeklik om onverwyld al sodanige koste van watter aard ook al soos tussen prokureur en kliënt en al sodanige invorderingskommissie te betaal en kan die Raad na sy uitsluitlike goeddunke enige betaling deur die werkgewer aanwend eerstens ter vereffening van sodanige koste, invorderingskommissie en rente en daarna ter vermindering van die agterstallige kapitaalbedrag."

4. KLOUSULE 31: FONDSE VAN DIE RAAD

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

"(7) (a) Indien die Raad 'n bedrag wat ingevolge hierdie klousule verskuldig is, nie ontvang teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, is die werkgewer onverwyld aanspreeklik vir en moet hy rente betaal op sodanige bedrag of op sodanige mindere bedrag as wat nog nie betaal is nie, teen die rentekoers voorgeskryf by die Wet op die Voorgeskrewe Rente, Wet No. 55 van 1975, bereken vanaf sodanige 15de dag tot die dag waarop die betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad na sy uitsluitlike goeddunke betaling van sodanige rente of 'n gedeelte daarvan in 'n individuele geval kan kwytsteld.

(b) Ingeval die Raad koste moet aangaan of verplig word om invorderingskommissie te betaal vanweë die werkgewer se versuim om voor of op die vervaldatum te betaal, is die werkgewer dan ook daarvoor aanspreeklik om onverwyld al sodanige koste van watter aard ook al soos tussen prokureur en kliënt en al sodanige invorderingskommissie te betaal en kan die Raad na sy uitsluitlike goeddunke enige betaling deur die werkgewer aanwend eerstens ter vereffening van sodanige koste, invorderingskommissie en rente en daarna ter vermindering van die agterstallige kapitaalbedrag.

5. KLOUSULE 37: PENSIOENFONDS

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

"(9) (a) Indien die Raad 'n bedrag wat ingevolge hierdie klousule verskuldig is, nie ontvang teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, is die werkgewer onverwyld aanspreeklik vir en moet hy rente betaal op sodanige bedrag of op sodanige mindere bedrag as wat nog nie betaal is nie, teen die rentekoers voorgeskryf by die Wet op die Voorgeskrewe Rente, Wet No. 55 van 1975, bereken vanaf sodanige 15de dag tot die dag waarop die betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad na sy uitsluitlike goeddunke betaling van sodanige rente of 'n gedeelte daarvan in 'n individuele geval kan kwytsteld.

(b) Ingeval die Raad koste moet aangaan of verplig word om invorderingskommissie te betaal vanweë die werkgewer se versuim om voor of op die vervaldatum te betaal, is die werkgewer dan ook daarvoor aanspreeklik om onverwyld al sodanige koste van watter aard ook al soos tussen prokureur en kliënt en al sodanige invorderingskommissie te betaal en kan die Raad na sy uitsluitlike goeddunke enige betaling deur die werkgewer aanwend eerstens ter vereffening van sodanige koste, invorderingskommissie en rente en daarna ter vermindering van die agterstallige kapitaalbedrag.

Geteken te Kaapstad op hierdie 12de dag van Maart 1992.

M. LEVIN,
Voorsitter.

J. DAVIDS,
Onder-voorsitter.

Mej. K. A. MARTIN,
Sekretaris.

(b) In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date the employer shall then also be liable forthwith to pay all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer first in satisfaction of such costs, collection commission and interest and thereafter in reduction of the overdue capital amount."

4. CLAUSE 31: COUNCIL FUNDS

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

"(7) (a) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, Act No. 55 of 1975, calculated from such 15th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

(b) In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date the employer shall then also be liable forthwith to pay all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer first in satisfaction of such costs, collection commission and interest and thereafter in reduction of the overdue capital amount."

5. CLAUSE 37: PENSION FUND

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

"(9) (a) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, Act No. 55 of 1975, calculated from such 15th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

(b) In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date the employer shall then also be liable forthwith to pay all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer first in satisfaction of such costs, collection commission and interest and thereafter in reduction of the overdue capital amount."

Signed at Cape Town this 12th day of March 1992.

M. LEVIN,
Chairman.

J. DAVIDS,
Vice-Chairman.

Ms K. A. MARTIN,
Secretary.

No. R. 2249

7 Augustus 1992

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIËSE NYWERHEID, NATAL: WYSIGING VAN SIEKTEBYSTANDSFONDSOORENKOMS

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 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir alle ander werkgewers en werknemers as 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 ELEKTROTEGNIËSE NYWERHEID (NATAL)

SIEKTEBYSTANDSFONDS

OOREENKOMS

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

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

en die

Metal and Electrical Workers' Union of South Africa

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal),

om die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1658 van 19 Augustus 1988 (hierna die Herbekragtigingsooreenkoms genoem), soos verleng en gewysig by Goewermentskennisgewings Nos. R. 1213 van 9 Junie 1989, R. 395 van 23 Februarie 1990, R. 1494 van 29 Junie 1990, R. 1873 van 10 Augustus 1990, R. 1231 van 30 Mei 1991, R. 2274 van 20 September 1991 en R. 574 van 21 Februarie 1992, te wysig.

No. R. 2249

7 August 1992

LABOUR RELATIONS ACT, 1956 (355)

ELECTRICAL INDUSTRY, NATAL: AMENDMENT OF SICK PAY FUND AGREEMENT

I, Glen, Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)

SICK PAY FUND

AGREEMENT

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

Electrical Contractor's Association (South Africa)

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

South African Electrical Workers' Association

and the

Metal and Electrical Workers' Union of South Africa

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

being the parties to the Industrial Council for the Electrical Industry (Natal),

to amend the Agreement published under Government Notice No. R. 1658 of 19 August 1988 (hereinafter referred to as the Re-enacting Agreement), as extended and amended by Government Notices Nos. R. 1213 of 9 June 1989, R. 395 of 23 February 1990, R. 1494 of 29 June 1990, R. 1873 of 10 August 1990, R. 1231 of 30 May 1991, R. 2274 of 20 September 1991 and R. 574 of 21 February 1992.

DEEL I**1. TOEPASSINGSBESTEK VAN OOREENKOMS**

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

(a) wat lede van onderskeidelik die werkgewersorganisasie en die vakverenigings is; en

(b) wat betrokke is by of in diens is in die Nywerheid in die provinsie Natal, uitgesonderd enige gedeeltes van daardie gebied wat binne die selfregerende gebied KwaZulu val.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms nie van toepassing nie op —

(a) werknemers in diens van die werkgewers in subklousule (1) bedoel wat, hoewel hulle ingevolge die geregistreerde bestek van 'n vakvereniging wat 'n party by hierdie Ooreenkoms is lede van so 'n vakvereniging kan word, nie lede van so 'n vakvereniging is nie;

(b) werknemers, uitgesonderd dié in diens van werkgewers in subklousule (1) bedoel.

2. SPESIALE BEPALINGS

Klousule 9 van Deel 1 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2827 van 30 Desember 1983, soos gewysig en herbekragtig by Goewermentskennisgewings Nos. R. 2481 van 16 November 1984, R. 992 van 23 Mei 1986 en R. 2069 van 26 September 1986 (hierna die "Vorige Ooreenkoms" genoem), soos van tyd tot tyd gewysig, herbekragtig en verleng/hernieu, is van toepassing op werkgewers en werknemers.

3. ALGEMENE BEPALINGS

Die bepalinge van klousules 3 tot en met 8 en 10 tot en met 16 van Deel I van die Vorige Ooreenkoms, soos van tyd tot tyd gewysig, herbekragtig en verleng/hernieu, is van toepassing op werkgewers en werknemers.

4. KLOUSULE 13—EISE

In subklousule (2), vervang die syfer "30" deur die syfer "60".

Soos gemagtig, vir en namens die partye by die Raad, op hede die 3de dag van Maart 1992 te Durban onderteken.

B. CARR,

Voorsitter van die Raad.

T. EVANS,

Ondervoorsitter van die Raad.

L. A. DICKASON,

Sekretaris van die Raad.

PART I

355

1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) who are members of the employers' organisation and the trade unions, respectively; and

(b) who are engaged or employed in the Industry in the Province of Natal, excluding any portions of that area falling within the Self-governing Territory of KwaZulu.

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

(a) employees employed by the employers referred to in subclause (1) who, whilst being allowed in terms of the registered scope of a trade union which is a party to this Agreement to become members of such a trade union, are not members of such a trade union;

(b) employees other than those employed by employers referred to in subclause (1).

2. SPECIAL PROVISIONS

The provisions of clause 9 of Part I of the Agreement published under Government Notice No. R. 2827 of 30 December 1983, as amended and re-enacted by Government Notices Nos. R. 2481 of 16 November 1984, R. 992 of 23 May 1986 and R. 2069 of 26 September 1986 (hereinafter referred to as the "Former Agreement"), as amended re-enacted and extended/renewed from time to time, shall apply to employers and employees.

3. GENERAL PROVISIONS

The provisions contained in clauses 3 to 8, inclusive, and 10 to 16, inclusive, of Part I of the Former Agreement, as amended, re-enacted and extended/renewed from time to time, shall apply to employers and employees.

4. CLAUSE 13—CLAIMS

In subclause (2), substitute the figure "60" for the figure "30".

Signed at Durban, as authorised, for and on behalf of the parties, this 3rd day of March 1992.

B. CARR,

Chairman of Council.

T. EVANS

Vice-Chairman of Council.

L. A. DICKASON,

Secretary of Council.

Werk mooi daarmee.

Ons leef  daarvan.

water is kosbaar

Use it.

Don't abuse  it.

water is for everybody

11 500 jobs to go as BP losses grow

LONDON. — British Petroleum had its darkest day for decades as it cut its dividend for the first time since World War 1, reported a substantial first-half loss and said it was cutting 11 500 jobs.

The loss and redundancies were the result of a cost-cutting and asset sales programme, for which the company made an exceptional charge of £1 billion (£5.3 billion).

The charge transformed a second-quarter net profit of £107 million (£567 million) into an unprecedented £812 million (£4 303 million) net loss. The first-half loss was £717 million (£3 800 million) compared with an £834 million (£4 420 million) profit in the 1991 period.

The second-quarter dividend was halved to 2.1p (11.1c). BP's shares fell 10p (53c) to 196p (£10.39) yesterday.

Last clue today to win R20 000

TODAY the last clue for The Argus/Steers R20 000 in cash Stick-a-Pic competition is on page 7. Clues from last Monday and Tuesday are also reprinted on that page so those who failed to get their copies of The Argus on those days, as a result of distribution difficulties,

Ramaphosa warns of more mass action

The Argus Correspondent

DURBAN. — ANC secretary-general Mr Cyril Ramaphosa has warned that South Africa would face another lap of "rolling mass action" unless the government heeded the call for an interim government, constituent assembly and embarked on constructive steps to end violence.

Speaking during a visit to Empangeni, Mr Ramaphosa indicated that this week's mass action campaign, "which has successfully brought this country to a standstill", would be taken further unless demands were met.

He was reacting to President De Klerk's announcement on Wednesday that he was prepared to resume talks.

Addressing more than 70 000 ANC supporters who marched to the Union Buildings in Pretoria on Wednesday, Mr De Klerk said there was an urgent need for negotiations to be resumed.

"I am prepared to sit down tomorrow," he said.

The naked truth?

DIXON (Illinois). — A prisoner is suing for what he says is his freedom under the First Amendment to worship in the nude. The lawsuit by Mr Jesse Loden asks for R3-million from the Illinois Department of Corrections and from 13 people who work at the Dixon Prison.

— Sapa-AP.

However, Mr Ramaphosa threw the ball back into the government's court yesterday, saying that any new talks would depend on the government response to ANC demands.

"We will talk to Mr De Klerk only when he is ready to give us our freedom", said Mr Ramaphosa.

Recent reports indicated that the government, the ANC and the IFP might meet under the auspices of the National Peace Commission to discuss violence.

Also speaking at Empangeni yesterday, the secretary-general of Cosatu, Mr Jay Naidoo, said organised labour would continue to support the ANC demands.

Expressing Cosatu support for continuing mass action, Mr Naidoo said that being voteless, the black people had no other means to express political aspirations.

SA Communist Party general-secretary Mr Chris Hani told cheering residents at Esikhawini township that democratic elections would soon be held and they should mobilise numbers to ensure a democratic government.

Mr Hani and Mr Naidoo were accompanying Mr Ramaphosa on a fact-finding mission to investigate the killing of 11 people in Esikhawini on Sunday night.

Health strikers take over office

SHARON SOROUR, Labour Reporter

ABOUT 60 striking members of the Health Workers' Union occupied the manager's office at the hospital central laundry in Pinelands today.

The strikers occupied the Cape Provincial Administration premises at 8am, according to union shop steward Mr Isaac Ngame. Police monitored proceedings.

Mr Ngame said they were demanding that management open the staff tearoom to allow the strikers to hold a meeting.

About 80 of the workforce of 309 have been on strike at the laundry for about seven weeks.

Mr Ngame said management locked the tearoom because they said it had been damaged by the strikers.

"This is not true. We asked the manager to show us what damage had been caused, but he refused," said Mr Ngame.

At 10am the group was still in the manager's office, singing and chanting, while police, management and union officials negotiated.

Police vehicles were on the premises but the atmosphere was calm.

Non-strikers and workers from other Cape Provincial Administration institutions carried on working. Mr Ngame said strikers would not interfere with non-strikers.

About 20 singing and chanting strikers stood outside the building. They said they would occupy the office until their demands were met.

The Health Workers' Union is demanding permanent status for all workers, a R724 minimum monthly wage and a 15.3 percent increase.

The manager refused to comment.

● See page 7.

End of road for chauffeur

NICE. — Police have arrested the chauffeur of a Franco-Lebanese millionaire on charges of stealing four paintings — by Matisse, Degas and Modigliani — from his employer's French Riviera home. Together valued at R100-million, they were snatched a week ago. — Sapa-Reuter.

R150-m wage deal

Sowetan 11/8/92

355

By Ike Motsapi

■ **BIG PACKAGE** Sactwu says new agreement

covers 107 000 workers in clothing business:

WAGE AGREEMENTS covering 107 000 workers in the clothing industry have been reached between employers and the South African Clothing and Textile Workers' Union.

Assistant general secretary of Sactwu Mr Ebrahim Patel said the agreement, worth about R150 million, would last for 12 months. It covers improvements on wages, provident funds, sick funds, annual bonuses and the setting up of short-time funds in some regions.

He said the package included increases measured on the existing wage rate of the sewing machinists category. This category consists of 60 percent of the workforce.

These wage hikes varied between 14 and 15 percent.

He said: "Employers further agreed to meet with Sactwu in October this year to consider other proposals made by the union."

These are:

- National centralised bargaining;
- A national productivity council;
- Wage parity;
- A must-skill wage incentive;
- A national procedural agreement on grievances, discipline and retrenchments and;
- Job grading in the clothing industry.

Meanwhile, the Steel and Engineering Industries Federation of South Africa is planning to appeal against the dismissal in the Pretoria Su-

preme Court last Friday of its application for an interdict declaring the national strike by members of the National Union of Metalworkers of South Africa illegal.

The application, on the grounds of strike ballot irregularities, was dismissed on the basis that Seifsa and its associations had no legal standing to bring the action on behalf of individual employers.

About 135 000 Numsa members in the three industries are affected by the strike.

About 113 000 are in the engineering, 17 000 in the motor assembly and 5 000 in the tyre and rubber industry.

Agreement may stabilise ailing clothing sector

8 Times [Cape Metro] 16/8/92

By EVE VOSLOO

AN HISTORIC agreement signed in Cape Town this week after three months of "extremely tough" negotiations between clothing manufacturers and a trade union, is expected to bring stability to the hard-pressed industry.

Spokesmen for both sides said after signing that the agreement, the first country-wide industrial agreement in South Africa, was fair.

It was signed by the South African Clothing and Textile Workers' Union (Sactwu), The Cape, Natal, Transvaal and Eastern Province Clothing Manufactur-

ers' Associations, the Cape Knitting Industry Association and the Garment Manufacturers' Association under the aegis of the Clothing Industrial Council, which gives it sanction and force of law by publication.

Some of its terms are:

- Wage increases of R22 per week and R23 in Natal.
- Cover for dependents of members through medical aid facilities.
- New protection for workers against dismissals which do not comply with

the Labour Relations Act.

The agreement also contains peace clauses and provision for the parties to meet again in October to discuss key issues for the long-term future of the industry.

Among these are national centralised bargaining, a national productivity council, wage parity, a multi-skill wage incentive, a national grievance procedure, discipline and retrenchment and job grading.

The union's assistant general secretary, Mr Ebrahim Patel, said at the signing that the bargaining had been done against the background of a "very harsh" economic climate.

The union had sought maximum improvements in its members' working conditions and had tried to help create a viable industry with the capacity to employ people and provide long-term stability.

Exciting

He said the union had changed in the past five years — it no longer existed only to bargain with employers on pay and conditions.

"We have a vision," Mr Patel said — which included the view that organised labour had a right to influence society and could and should strive for democracy.

Mr Patel said it was "very exciting" that employer associations were beginning to develop the same vision.

If business and labour could progress to this point in South Africa it could happen in other spheres, including the political sphere.

The chairman of the Cape Clothing Manufacturers' Association, Mr Simon Jorum, said a fair agreement had been reached but the industry was not yet out of the woods.

"Work stoppages, stayaways and mass demonstrations added tremendously to costs which have had to be absorbed and nearly brought our industry to its knees," he said.

Retrench

The industry now had to consolidate and control costs and both employers and employees had to get on with the job to make good quality clothing at the right prices and deliver on time.

"Hopefully the coming year will see the unions and ourselves engaged in creating job opportunities and increasing productivity through co-operation and consultation."

Mr Patrick Boers, chairman of the Garment Manufacturers' Association, said the industry faced the worst recession in 20 years. In six months 6 000 workers had been retrenched.

"The writing is on wall unless all parties play a positive role," he said.

Manufacturers were being squeezed, retailers wanted unreasonable mark-ups and the high expectations of the workforce could not always be met.

Sactwu had to play a role in addressing the issue of higher productivity.

"South Africa desperately needs to create employment," Mr Boers said.

Furniture workers out

■ABOUT 4 000 members of the South African Commercial, Catering and Allied Workers' Union at Lubners and Melody's furnitures came out on strike this week. Workers are demanding R230 across the board increase, minimum wage of R1 200, interest-free housing loans and education assistance. The company is offering workers R150 across the board and a R1 050 minimum wage. Saccawu is now pressing Amrel, the parent company, to intervene in the dispute.

W/may 17/77-23/42

Job security deal for Numsa

B/DAY 20/8/92

DIRK HARTFORD

MOTOR manufacturers and Numsa are likely to sign soon an innovative agreement on job security — to replace last year's moratorium on retrenchments in the industry — as part of this year's settlement on wages and conditions.

Numsa and motor manufacturers will be meeting again tomorrow to try to finalise the agreement.

The plan is to set up a work security fund to support and retrain laid-off workers. Employers will contribute 10c an hour per worker. Other sources of funding — including assistance for training from the Unemployment Insurance Fund and national training boards — will also be pursued.

Retrenched workers will have the option of entering the fund on full pay for 15 working days. In this period they will receive individual counselling and information on matters such as employment possibilities, training requirements and financial problems. They can then enter the training activities of the fund for 12

weeks, again on full pay. Training will be appropriate to the industry and the needs of the worker.

Participants in the fund will have preference for re-employment in the industry. If re-employed, they will have all periods of continuous service in the industry recognised for benefits.

Other proposals are that employers finance full-time training in industrial or production engineering for union-nominated workers; a minimum industry wage of R6,60 an hour; and severance pay ranging from 20 days (less than two years' service) to 120 days (10 years or more).

□ Agreement has been reached on a moratorium on retrenchments in the tyre industry after a week-long strike by workers at Tycon, Firestone and Gentyre, says Numsa's Les Ketteldas. The minimum industry wage is up by 20,5% to R5,50 an hour.

● See Page 3

6. KLOUSULE 39 VAN DIE VORIGE OOREENKOMS: NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

Vervang subklousule (2) deur die volgende:

"(2) Elke werkgewer moet 'n bedrag van 45c per week tot die Nasionale Ontwikkelingsfonds bydra vir elkeen van sy werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word."

7. KLOUSULE 45 VAN DIE VORIGE OOREENKOMS: LEDEGELDE: BOU-INDUSTRIEËFEDERASIE (SUID-AFRIKA)

In subklousule (1) vervang die uitdrukking "15c" deur die uitdrukking "30c".

Namens die partye op hede die 6de dag van Februarie 1992 te Kimberley onderteken.

V. N. SMAILES.

A. R. HERMANUS.

P. R. SERFONTEIN.

No. R. 2355

21 Augustus 1992

WET OP ARBEIDSVERHOUDINGE, 1956**KLERASIENYWERHEID, KAAP: HERNUWING VAN OOREENKOMS VIR DIE PLATTELANDSE GEBIEDE**

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 R. 1375 van 1 Julie 1983, R. 2659 van 2 Desember 1983, R. 1261 van 22 Junie 1984, R. 1554 van 27 Julie 1984, R. 2670 van 7 Desember 1984, R. 1744 van 9 Augustus 1985, R. 2693 van 6 Desember 1985, R. 306 van 21 Februarie 1986, R. 252 van 6 Februarie 1987, R. 2857 van 31 Desember 1987, R. 2068 van 14 Oktober 1988, R. 2328 van 27 Oktober 1989 en R. 2087 van 31 Augustus 1990, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 2356

21 Augustus 1992

WET OP ARBEIDSVERHOUDINGE, 1956**ELEKTROTEGNIËSE NYWERHEID, NATAL: WYSIGING VAN OOREENKOMS VIR DIE ELEKTROTEGNIËSE AANNEMINGSEKSIE**

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

6. CLAUSE 39 OF THE FORMER AGREEMENT: NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

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

"(2) Every employer shall contribute to the National Fund in respect of each of his employees for whom wages are prescribed in this Agreement, an amount of 45c per week."

7. CLAUSE 45 OF THE FORMER AGREEMENT: SUBSCRIPTIONS: BUILDING INDUSTRIES FEDERATION (SOUTH AFRICA)

- (1) Substitute the expression "45c" for the expression "15c".

V. N. SMAILES.

A. R. HERMANUS.

P. R. SERFONTEIN.

No. R. 2355

21 August 1992

LABOUR RELATIONS ACT, 1956**CLOTHING INDUSTRY, CAPE: RENEWAL OF AGREEMENT FOR THE COUNTRY AREAS**

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 R. 1375 of 1 July 1983, R. 2659 of 2 December 1983, R. 1261 of 22 June 1984, R. 1554 of 27 July 1984, R. 2670 of 7 December 1984, R. 1744 of 9 August 1985, R. 2693 of 6 December 1985, R. 306 of 21 February 1986, R. 252 of 6 February 1987, R. 2857 of 31 December 1987, R. 2068 of 14 October 1988, R. 2328 of 27 October 1989 and R. 2087 of 31 August 1990, to be effective from the date of publication of this notice and for the period ending 30 June 1993.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 2356

21 August 1992

LABOUR RELATIONS ACT, 1956**ELECTRICAL INDUSTRY, NATAL: AMENDMENT OF AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION**

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule 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

wat op 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd die vervat in klousules 1 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir alle ander werkgewers en werknemers as die genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIJSE NYWERHEID (NATAL)

ELEKTROTEGNIJSE AANNEMINGSEKSIE

OOREENKOMS

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

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

en die

Metal and Electrical Workers' Union of South Africa

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal),

om die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2748 van 11 Desember 1987 (hierna die "Herbektigingsooreenkoms" genoem), soos hernieu en gewysig deur Goewermentskennisgewings Nos. R. 1660 van 19 Augustus 1988, R. 726 van 14 April 1989, R. 1528 van 14 Julie 1989, R. 2106 van 29 September 1989, R. 397 van 23 Februarie 1990, R. 398 van 23 Februarie 1990, R. 637 van 23 Maart 1990, R. 1321 van 15 Junie 1990, R. 2550 van 2 November 1990, R. 136 van 25 Januarie 1991, R. 1636 van 12 Julie 1991, R. 2413 van 4 Oktober 1991, en R. 2589 van 1 November 1991 en R. 1747 van 26 Junie 1992, te wysig.

DEEL I

ALGEMENE VOORWAARDES VAN TOEPASSING OP HIERDIE HELE OOREENKOMS

1. TOEPASSINGSBESTEK

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

(a) wat lede van onderskeidelik die werkgewersorganisasie en die vakverenigings is; en

(b) wat betrokke is by of in diens is in die Nywerheid in die provinsie Natal, uitgesonderd enige gedeeltes van daardie gebied wat binne die selfregerende gebied KwaZulu val.

period ending 30 June 1993 upon the employers organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 2 shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993 upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)

ELECTRICAL CONTRACTING SECTION

AGREEMENT

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

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

and the

Metal and Electrical Workers' Union of South Africa

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

being the parties to the Industrial Council for the Electrical Industry (Natal),

to amend the Agreement published under Government Notice No. R. 2748 of 11 December 1987 (hereinafter referred to as the "Re-enacting Agreement"), as renewed and amended by Government Notices Nos. R. 1660 of 19 August 1988, R. 726 of 14 April 1989, R. 1528 of 14 July 1989, R. 2106 of 29 September 1989, R. 397 of 23 February 1990, R. 398 of 23 February 1990, R. 637 of 23 March 1990, R. 1321 of 15 June 1990, R. 2550 of 2 November 1990, R. 136 of 25 January 1991, R. 1636 of 12 July 1991, R. 2413 of 4 October 1991, R. 2589 of 1 November 1991 and R. 1747 of 26 June 1992.

PART I

GENERAL CONDITIONS APPLICABLE THROUGHOUT THIS AGREEMENT

1. SCOPE OF APPLICATION

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

(a) who are members of the employers' organisation and the trade unions, respectively; and

(b) who are engaged or employed in the Industry in the province of Natal, excluding any portions of that area falling within the self-governing territory of KwaZulu.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes of kennisgewings wat daarkragtens voorgeskryf of bestel is nie.

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

2. SPESIALE BEPALINGS

Vervang klousule 3 van die Herbekragtigingsooreenkoms deur die volgende:

"3. SPESIALE BEPALINGS

Die bepalinge van klousules 8 (2) (a) (vii), 18, 34, 35, 36 en 37 (3) van Deel 1 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 967 van 13 Mei 1983, soos gewysig en herbekragtig deur Goewermentskennisgewings R. 25 van 6 Januarie 1984, R. 1287 van 29 Junie 1984, R. 1367 van 21 Junie 1985, R. 995 van 23 Mei 1986, R. 1342 van 27 Junie 1986, R. 2748 van 11 Desember 1987, R. 1660 van 19 Augustus 1988, R. 398 van 23 Februarie 1990, R. 637 van 23 Maart 1990, R. 136 van 25 Januarie 1991 en R. 2589 van 1 November 1991 (hierna die "Vorige Ooreenkoms" genoem), soos van tyd tot tyd gewysig, herbekragtig en verleng/hernieu, is van toepassing op werkgewers en werknemers."

3. ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtigingsooreenkoms deur die volgende:

"4. ALGEMENE BEPALINGS

Die bepalinge vervat in klousules 3 tot 8 (2) (a) (vi), 8 (2) (b) tot 17, 19 tot 33, 37 (1) en (2) en 38 tot 41 van Deel I en klousules 1 tot 7 van Deel II (soos gewysig by klousule 4 hieronder) van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers."

DEEL II

4. KLOUSULE 2: UITGAWES VAN DIE RAAD

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

"A	B	C
Loongroep of werknemersklas	Werknemers-bydrae	Werkgewers-bydrae
	Sent per week	Sent per week
Meester-elektrisiën.....	80	80
Werktuigkundige vir huishoudelike toestelle.....	65	65
Elektrisiën en ambagsman.....	65	65
Elkonop 3.....	60	60
Elkonop 2.....	50	50
Elkonop 1.....	35	35
Hersteller vir huishoudelike toestelle.....	35	35
Drywer.....	35	35
Vakleerling.....	35	35
Arbeider.....	25	25"

(2) In subklousule (4), vervang die uitdrukking "R15" deur die uitdrukking "R20" waar dit ook al voorkom.

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

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

2. SPECIAL PROVISIONS

Substitute the following for clause 3 of the Re-enacting Agreement:

"3. SPECIAL PROVISIONS

The provisions contained in clauses 8 (2) (a) (vii), 18, 34, 35, 36 and 37 (3) of Part 1 of the Agreement as published under Government Notice R. 967 of 13 May 1983, as amended and re-enacted by Government Notices R. 25 of 6 January 1984, R. 1287 of 29 June 1984, R. 1367 of 21 June 1985, R. 995 of 23 May 1986, R. 1342 of 27 June 1986, R. 2748 of 11 December 1987, R. 1660 of 19 August 1988, R. 398 of 23 February 1990, R. 637 of 23 March 1990, R. 136 of 25 January 1991 and R. 2589 of 1 November 1991 (hereinafter referred to as the "Former Agreement"), as amended, re-enacted and extended/renewed from time to time, shall apply to employers and employees."

3. GENERAL PROVISIONS

Substitute the following for clause 4 of the Re-enacting Agreement:

"4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 8 (2) (a) (vi), 8 (2) (b) to 17, 19 to 33, 37 (1) and (2) and 38 to 41 of Part I and clauses 1 to 7 of Part II (as amended by clause 4 hereunder) of the Former Agreement shall apply to employers and employees."

PART II

4. CLAUSE 2: EXPENSES OF THE COUNCIL

(1) In subclause (1) substitute the following for the existing table:

"A	B	C
Wage group or class of employee	Employee's contributions	Employer's contributions
	Cents per week	Cents per week
Master Electrician.....	80	80
Domestic Appliance Mechanic.....	65	65
Electrician and Artisan.....	65	65
Elkonop 3.....	60	60
Elkonop 2.....	50	50
Elkonop 1.....	35	35
Domestic appliance repairer.....	35	35
Driver.....	35	35
Apprentice.....	35	35
Labourer.....	25	25"

(2) In subclause (4) substitute the expression "R20" for the expression "R15" wherever it appears.

Soos gemagtig, vir en namens die partye by die Raad op hede die 3de dag van Maart 1992 te Durban onderteken.

B. CARR,

Voorsitter van die Raad.

T. EVANS,

Ondervoorsitter van die Raad.

L. A. DICKASON,

Sekretaris van die Raad.

Signed at Durban as authorised, for and on behalf of the parties to the Council, this 3rd day of March 1992.

B. CARR,

Chairman of Council.

T. EVANS,

Vice-Chairman of Council.

L. A. DICKASON,

Secretary of Council.

No. R. 2357

21 Augustus 1992

WET OP ARBEIDSVERHOUDINGE, 1956

VERBETERINGSKENNISGEWING

TEEKAMER- RESTOURLANT- EN VERVERSINGSBEDRYF, PRETORIA: WYSIGING VAN HOOFOOREENKOMS

Onderstaande verbeterings aan Goewermentskenisgewing No. R. 1558 wat in *Staatskoerant* No. 14024 van 12 Junie 1992 verskyn, word hierby vir algemene inligting gepubliseer:

1. In die Afrikaanse teks van die Bylae:

(a) 2. KLOUSULE 4: BESOLDIGING

Vervang die loonskedule in klousule 4 deur die volgende:

No. R. 2357

21 August 1992

LABOUR RELATIONS ACT, 1956

CORRECTION NOTICE

TEAROOM, RESTAURANT AND CATERING TRADE, PRETORIA: AMENDMENT OF MAIN AGREEMENT

The undermentioned corrections to Government Notice No. R. 1558 appearing in *Government Gazette* No. 14024 of 12 June 1992, is published herewith for general information:

1. In the Afrikaans text to the Schedule:

(a) 2. KLOUSULE 4: BESOLDIGING

Substitute the wage schedule in clause 4 with the following:

Nuwe maandelikse lone	Datum van inwerking van ooreenkoms tot Februarie 1993			1 Maart 1993 en daarna		
	Maand	Week	Oortyd per uur	Maand	Week	Oortyd per uur
Kroegman:	R	R	R	R	R	R
Gekwalifiseer	626	145	4,51	689	159	4,97
Ongekwalifiseer:						
Gedurende eerste jaar ondervinding	390	90	2,81	429	99	3,09
Gedurende tweede jaar ondervinding	470	109	3,39	517	119	3,73
Gedurende derde jaar ondervinding	550	127	3,96	605	140	4,36
Kassier:						
Gekwalifiseer	470	109	3,39	527	122	3,80
Ongekwalifiseer	390	90	2,81	429	99	3,09
Bakker—Banketwareleweransiers:						
Gekwalifiseer	600	139	4,32	660	152	4,76
Ongekwalifiseer	460	106	3,31	506	117	3,65
Klerk:						
Gekwalifiseer	550	127	3,96	605	140	4,36
Ongekwalifiseer	470	109	3,39	517	119	3,73
Rakpakker:						
Gekwalifiseer	500	115	3,60	550	127	3,96
Ongekwalifiseer	380	88	2,74	418	97	3,01
Toonbankbediener:						
Gekwalifiseer	450	104	3,24	495	114	3,57
Ongekwalifiseer	390	90	2,81	429	99	3,09
Toonbankbediener/Tafelbediende	470	109	3,39	517	119	3,73
Kok:						
Graad I	515	119	3,71	567	131	4,09
Graad II:						
Gekwalifiseer	470	109	3,39	517	119	3,73
Ongekwalifiseer—gedurende eerste 12 maande ondervinding	390	90	2,81	429	99	3,09

MOTOR INDUSTRY WAGES

Waiting on Toyota

Nervous vehicle manufacturers hope Toyota will fall into line this weekend when employers and unions try to hammer out a final agreement on wages and job security. If not, they fear further conflict if negotiations drag on into a fifth month. The dispute has already resulted in a week-long industry strike.

Agreement is nearly two months overdue. Discussions, which began in April, were due to provide a new package to take effect from July 1. But differences, particularly on union demands for an extension of the year-old moratorium on lay-offs, delayed matters.

With the exception of Toyota, there now appears to be virtual consensus between employers and the National Union of Metalworkers (Numsa) on the form of the new agreement.

Toyota, which did not attend national bargaining forum meetings during the recent two-month strike at its Durban plant, has agreed to honour minimum-wage agreements reached in its absence. As part of the written agreement ending the Toyota strike, the company bound itself to abide by the forum's wage conditions. But the agreement with Numsa also decreed that job security should be a matter for the company and union to decide.

In other words, at the same time as it was seeking an industry-wide agreement, Numsa

CURRENT AFFAIRS

FM 21/8/92

helped to create a loophole allowing Toyota to negotiate on its own behalf. Nevertheless, Toyota CE Bert Wessels says the company is prepared to sign the full industry agreement once it receives "clarity" on certain aspects of job security.

As it stands, the package agreed between Numsa and other vehicle manufacturers has abandoned the retrenchment moratorium. In its place is a fund to which employers would contribute 10c per worker per hour. This fund would be used to support and retrain laid-off motor industry workers.

As envisaged, the fund will support and compensate laid-off workers for three weeks while they are counselled and assessed, and then a further 12 weeks while they undergo training. After that, they are on their own.

Employers alone will provide money for the fund in its first year. Thereafter, they hope it will be a 50:50 effort between themselves and employees.

Wessels says the company will be represented at forum discussions starting today. "We have certain problems with the job-security agreement as it stands, but if there is flexibility, we will become a signatory. If we can't resolve it, we have the option to negotiate on our own behalf." He declines to reveal Toyota's specific complaints about the current agreement.

Other companies, notably specialist truck-makers like MAN and AAD, have also expressed concern at the job-security issue. In view of their small size, it is likely they will be granted concessions.

But it is Toyota that is causing most concern. Says the chief negotiator for another major manufacturer: "We assumed once the Toyota strike was over, they would rejoin the forum and resume negotiations there. But it's not like that. They have the right to negotiate between themselves and Numsa and this is causing concern. The whole idea of one company being allowed to negotiate major issues is totally foreign to the notion of the forum. The rest of us find it very worrying."

355 2005 1/10/92

Unions are forced to settle for less

WIMAN 21/8-27/8/92
By MONDLI MAKHANYA

UNIONS have had to settle for below-inflation wage increases this year as the recession continues biting into workers' bargaining power.

With most sectors now having completed wage negotiations, settlements appear to have averaged 12 percent — four points below the inflation rate and way below the 27 percent food inflation rate. This figure may drop to single digits after settlements have been reached in the strike-hit engineering industry, where employers have indicated they will not budge from their 8,6 percent offer.

Apart from the engineering industry, where the National Union of Metalworkers of South Africa (Numsa) has revised its demand from 20 to 16 percent, unions' opening demands were moderate, indicating their expectation of low awards. Instead, they have concentrated on working conditions and issues of job security.

Econometrix economist Azaar Jammine notes that, in the past, unions usually added the growth rate to the inflation rate as their bottom line for wage increases — meaning that this year's increases should have averaged 18 percent.

The lowest increases in a major industry were granted in the gold-mining industry, with workers settling for a five percent increase plus a 20 percent profit-sharing scheme.

Coal miners accepted an 11 percent wage hike, while hotel and public-sector workers settled for 9,8 percent and 9,6 percent respectively. In the retail and chemicals industries, average settlements were 15 percent.

Motor-manufacturing workers accepted a 12 percent increase and concentrated their energies on pushing for a renewal of the retrenchment moratorium. In the end, Numsa managed to secure a fund for retraining retrenched workers.

Gayin Brown and Associates consultant Andre Jooste predicts the trend will continue beyond the recession.

The virtual bridging of wage gaps between black and white workers and the hardening of employer attitudes as a result of the politicisation of industrial relations have also contributed to the lower settlements, Jooste adds.

Union takes shopping list to retail employers

W/Week 21/8 - 27/8/92

Weekly Mail Reporter

ALTHOUGH the retail sector has been relatively quiet this year, industrial action is still likely at some of the big companies. Under particular threat are the OK Bazaars and Checkers/Shoprite, with which the South African Commercial, Catering and Allied Workers' Union (Saccawu) is presently in dispute.

While the wage deal of an R110 across-the-board increase has been clinched with Checkers, the two parties remain in dispute over the issue of retrenchments, with the retail chain insistent on shutting down a number of its outlets.

A similar situation applies at the OK, which is also undergoing a period of rationalisation. The chain is offering R130 a month across the board as opposed to the union's R150. The OK has also proposed to

close up to 80 outlets this year, which could cost about 1 000 jobs.

Checkers, which merged with Shoprite early this year after being taken over by Pepkor, faces strike action after management proposed a 10 percent wage cut. Management however quickly altered its tune after factory demonstrations. Checkers stores then settled on the R110 raise.

However, this is only valid for eight months, as the company agreed to the increases being applicable only from August rather than April, when it should have been implemented.

But now the two parties remain in dispute over the retrenchments. Pepkor — which is regarded in union circles as conservative — wants to shut down a number of Checkers outlets and keep the less unionised Shoprite outlets running.

Although Shoprite is poorly organised Saccawu has been making inroads here since the merger.

The union suspects Pepkor wants to rid the group of unionised employees as part of its rationalisation programme. Pepkor has apparently proposed to take give the union three days notice about store closures, which would give it a short cut on the retrenchment path. The dispute is currently at the Conciliation Board but resolution does not seem very close.

"We may have settled the wage issue with Checkers. But there's even a bigger battle against the company, that of preserving jobs," says national bargaining committee chairman Motsumi Mokheine.

At the OK, which has been a regular target of strike action over the past five years, further shopfloor

disruption is likely this year. Workers are rejecting the wage offer as well as planned retrenchments later this year.

The chain's shop stewards will be holding a national conference at the end of this month and most of the metropolitan areas are understood to be itching for a showdown.

Retrenchments are also at issue at Makro, which is in dispute with the union over wages and job cuts. The dispute is before a conciliation board.

Southern Sun's wage agreement with Saccawu may also not be enough to preclude strike action. After initially demanding a R250 rise, Saccawu agreed to the hotel chain's R200 offer. However, it has rejected Southern Sun's assertion that this should only apply from August rather than from April.

News briefs

Packaging workers strike

WORKERS at a Sandton packaging company, Sunpac, have been on strike since July 31, the South African Commercial, Catering and Allied Workers Union, Saccawu, said yesterday.

In a statement, Saccawu Johannesburg branch secretary Mr William Dichaba said 48 union members demanded a minimum monthly wage of R1 050, against the current minimum of R700.

Also demanded were a R275 across-the-board increase and a 13th cheque.

The company's final offer included a minimum wage of R805, a R135 across-the-board increase and a bonus based on years of service.

Workers also demanded six months' sabbatical leave. - Sapa.

Sowetan 25/8/92

Judge rules Numsa strike was illegal

■ Provisions of Labour Relations Act
were contravened during strike ballot:

Sowetan Correspondent

355

THE countrywide strike involving workers in the iron, steel and metallurgical industry - affecting some 800 major companies - is illegal, the Pretoria Supreme Court has ruled.

Mr Justice Myburgh said on Tuesday that he was "satisfied it had been proved that a number of material irregularities occurred during the strike ballot" called by the National Union of Metalworkers of South Africa.

He also found certain provisions of the Labour Relations Act were contravened during the ballot held in May.

The judgment followed an application by the Steel and Engineering Industries Federation of South Africa and 16 affiliated employer organisations to obtain an interim interdict against Numsa to prevent its members from continuing the strike.

The strike, considered the biggest industrial action since the 1987 mineworkers' dispute, began on August 3 after a strike ballot was called when negotiations on wages, working conditions and a moratorium on retrenchments reached deadlock.

The employers had subsequently considered the union's revised demand for a 16 percent wage increase, found it unacceptable and urged Numsa to accept their final offer of 8,6 percent.

The judge granted a temporary interdict prohibiting Numsa and members to continue with the strike, pending the finalisation of the application.

Argument by Mr JJ Gauntlett, SC, acting for Seifsa, that a final order be granted by the court was opposed by Mr M Wallis, SC, for Numsa.

The judge found that as Seifsa initially launched the application asking for interim relief, and in view of the fact that Numsa compiled its court papers to contend with such an order, he could not grant a final interdict.

Numsa was ordered to file further papers on October 6 and Seifsa to reply by October 27.

The judge accepted argument by Gauntlett that participation in the ballot by non-Numsa members had caused more votes to be passed than the number of members entitled to vote.

He also said "unfortunately Numsa is unable to give an exact number of its members" although it was required by law for a union to keep a register of such members.

He found prima facie evidence that further irregularities had also occurred - there was no proper control over unused ballots, in a number of cases ballots were not secret and ballot boxes were not properly sealed.

The union puts the number of workers out on strike at about 100 000 while Seifsa estimates that only 60 000 are involved.

Numsa senior spokesman Dr Bernie Fanaroff said the union would report back to members and evaluate the strike at a meeting to be held today.

(b) 6. KLOUSULE 16: LIKWIDASIE

In subklousule (v) vervang die uitdrukking "klousule 10 (7)" met die uitdrukking "klousule 10 (8)" waar dit in die voorlaaste reël van die paragraaf voorkom.

2. In die Engelse teks van die Bylae:

(a) 5. CLAUSE 15: DISSOLUTION

In subklousule (iii) vervang die uitdrukking "clause 10 (7)" met die uitdrukking "clause 10 (8)" waar dit in die laaste reël van die paragraaf voorkom.

(b) 6. CLAUSE 16: LIQUIDATION

In subklousule (v) vervang die uitdrukking "clause 10 (7)" met die uitdrukking "clause 10 (8)" waar dit in die laaste reël van die paragraaf voorkom.

No. R. 2444

28 Augustus 1992

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIËSE NYWERHEID (NATAL):
WYSIGING VAN DIE MEDIESE HULPFONDSOOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister 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 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE
NYWERHEID (NATAL)

MEDIESE HULPFONDSOOREENKOMS

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

Electrical Contractors' Association (South Africa)

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

South African Electrician Workers' Association

en die

Metal and Electrical Workers' Union of South Africa

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal),

(b) 6. KLOUSULE 16: LIKWIDASIE

In subclause (v) substitute the expression "klousule 10 (8)" for the expression "klousule 10 (7)" where it appears in the penultimate line of the paragraph.

2. In the English text to the Schedule:

(a) 5. CLAUSE 15: DISSOLUTION

In subclause (iii) substitute the expression "clause 10 (8)" for the expression "clause 10 (7)" where it appears in the last line of the paragraph.

(b) 6. CLAUSE 16: LIQUIDATION

In subclause (v) substitute the expression "clause 10 (8)" for the expression "clause 10 (7)" where it appears in the last line of the paragraph.

No. R. 2444

28 August 1992

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY (NATAL): AMENDMENT
OF MEDICAL AID FUND AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL
INDUSTRY (NATAL)

MEDICAL AID FUND AGREEMENT

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

Electrical Contractor's Association (South Africa)

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

South African Electrical Workers' Association

and the

Metal and Electrical Workers' Union of South Africa

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

being the parties to the Industrial Council for the Electrical Industry (Natal),

om die Ooreenkoms gepubliseer by Goewermentskennisgewing, No. R. 1659 van 19 Augustus 1988 (hierna die Herbekragtigingsooreenkoms genoem), soos gewysig en verleng by Goewermentskennisgewings Nos. R. 1214 van 9 Junie 1989, R. 396 van 23 Februarie 1990, R. 1493 van 29 Junie 1990, R. 1872 van 10 Augustus 1990, R. 1232 van 30 Mei 1991 and R. 2048 van 23 Augustus 1991, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Behoudens andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms van toepassing op en moet dit nagekom word in die Elektrotegniese Nywerheid (Natal) deur alle werkgewers en werknemers wat lede van onderskeidelik die werkgewersorganisasie en die vakverenigings is en wat betrokke is by of in diens is in die Nywerheid in die provinsie Natal, uitgesonderd enige gedeeltes van daardie gebied wat binne die selfregerende gebied KwaZulu val.

(2) Hierdie Ooreenkoms is nie van toepassing nie op werkgewers en hul werknemers wat saam met die werkgewers deelnemers is aan 'n skema wat mediese voordele verskaf en wat op 3 Januarie 1966 bestaan het en waartoe die betrokke werkgewer minstens 45 sent per week bydra ten opsigte van elke werknemer wat lid van die skema is en andersins deur hierdie Ooreenkoms gedek word, terwyl die skema in werking bly en genoemde werkgewers en werknemers voortgaan om deelnemers aan die skema te wees en die werkgewers voortgaan om 'n bydrae van minstens 45 sent per week ten opsigte van elke sodanige werknemer te betaal.

(3) Ondanks subklousule (2), is hierdie Ooreenkoms van toepassing op werkgewers en werknemers ten opsigte van 'n werknemer wat nie deur 'n fonds of skema bedoel in daardie subklousule gedek word nie, of wat ophou om daardeur gedek te word.

2. ALGEMENE BEPALINGS

Klousules 3 tot en met 19 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2604 van 2 Desember 1983, soos gewysig en herbekragtig by Goewermentskennisgewings Nos. R. 1429 van 13 Julie 1984, R. 994 van 23 Mei 1986, R. 2068 van 26 September 1986 en R. 1659 van 19 Augustus 1988 (soos van tyd tot tyd gewysig, herbekragtig en verleng), is van toepassing op werkgewers en werknemers.

3. KLOUSULE 3: WOORDOMSKRYWING

Voeg die volgende nuwe omskrywing in na die omskrywing van "Elektrotegniese Nywerheid":

"'boekjaar' die periode van 1 Januarie tot 31 Desember van elke jaar."

4. KLOUSULE 9: BYDRAES

In subklousule (1) vervang die uitdrukking "R20,00" deur die uitdrukking "R24,00".

5. KLOUSULE 10: BYSTAND

In subklousule (1), vervang paragrawe (a) tot (f) deur die volgende:

"(a) Betaling van koste, uitgesonderd koste vir tandheelkundig dienste, oogkundige dienste en voorskrifte, van altesaam hoogstens R9 000 (met inbegrip van koste vir bevalings) in elke boekjaar vir die lid en sy afhanklikes;

(b) betaling van koste aangegaan vir gewone tandheelkundige dienste, insluitende tandestelle van plastiek, van altesaam hoogstens R1 125 in elke boekjaar vir die lid en sy afhanklikes;

(c) betaling van koste vir oogkundige dienste, insluitende die toets van oë en brille, van altesaam hoogstens R450 in elke boekjaar vir die lid en sy afhanklikes;

to amend the Agreement published under Government Notice, No. R. 1659 of 19 August 1988 (hereinafter referred to as the Re-enacting Agreement), as amended and extended by Government Notices Nos. R. 1214 of 9 June 1989, R. 396 of 23 February 1990, R. 1493 of 29 June 1990, R. 1872 of 10 August 1990, R. 1232 of 30 May 1991 and R. 2048 of 23 August 1991.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Except as otherwise provided in this clause, the terms of this Agreement shall apply to and be observed in the Electrical Industry (Natal) by all employers and employees who are members of the employers' organisation and the trade unions, respectively and who are engaged or employed in the Industry in the Province of Natal, excluding any portions of that area falling within the Self-governing Territory of KwaZulu.

(2) The terms of this Agreement shall not apply to employers and their employees who are participants with the employers in any scheme providing medical benefits, in existence on 3 January 1966, to which the employer concerned contributes not less than 45 cents per week for each employee who is a member of the scheme continues to operate and the said employers and employees continue as participants in the scheme and the employers continues to pay a contribution of not less than 45 cents per week for each such employee.

(3) Notwithstanding the provisions of subclause (2), the terms of this Agreement shall apply to employers and employees in respect of any employee who is not covered by, or ceases to be covered by, a fund or scheme referred to in that subclause.

2. GENERAL PROVISIONS

The provisions contained in clauses 3 to 19, inclusive, of the Agreement published under Government Notice No. R. 2604 of 2 December 1983, as amended and re-enacted by Government Notices Nos. R. 1429 of 13 July 1984, R. 994 of 23 May 1986, R. 2068 of 26 September 1986 and R. 1659 of 19 August 1988 (as amended, re-enacted and extended from time to time) shall apply to employers and employees.

3. CLAUSE 3: DEFINITIONS

Insert the following new definition after the definition of "Electrical Industry":

"'financial year' means the period from 1 January to 31 December of each year."

4. CLAUSE 9: CONTRIBUTIONS

In subclause (1) substitute the expression "R24,00" for the expression "R20,00".

5. CLAUSE 10: BENEFITS

In subclause (1), substitute the following for paragraphs (a) to (f):

"(a) Payment of expenses, other than expenses for dental services, optical services and prescriptions, not exceeding the amount of R9 000 (including payment of expenses for confinements) in the aggregate per financial year for the member and his dependants;

(b) payment of expenses for ordinary dental services, including plastic dentures, not exceeding the amount of R1 125 in the aggregate per financial year for the member and his dependants;

(c) payment of expenses for optical services, including eye-testing and spectacles, not exceeding an amount of R450 in the aggregate per financial year for the member and his dependants;

(d) betaling van koste vir voorskrifte van altesaam hoogstens R2 250 in elke boekjaar vir die lid en sy afhanklikes; die Fonds is nie verantwoordelik vir die eerste R10 met betrekking tot elke voorskrif van 'n mediese praktisyn of spesialis vir medisyne, verdowingsmiddels, verbande, salwe of velmiddels nie;

(e) betaling van koste aangegaan vir spesiale tandheelkundige dienste, d.w.s. kroon- en brugwerk, goud-inlegwerk, ortodontiek, periodontiek, prostodontiek en tandestelle met 'n metaalbasis, van altesaam hoogstens R550 in elke boekjaar vir die lid en sy afhanklikes;

(f) betaling van koste vir mekdiese en chirurgiese hulpmiddels van altesaam hoogstens R275 in elke boekjaar vir die lid en sy afhanklikes."

Namens en soos gemagtig deur die partye op hede die 3de dag van Maart 1992 te Durban onderteken.

B. CARR,

Voorsitter van die Raad.

T. EVANS,

Ondervoorsitter van die Raad.

L. A. DICKASON,

Sekretaris van die Raad.

No. R. 2445

28 Augustus 1992

WET OP MANNEKRAGOPLEIDING, 1981

VERLENGING VAN DIE OPLEIDINGSKEMA VIR DIE BOUNYWERHEID

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, handelende kragtens artikel 39 (3) van die Wet op Mannekragopleiding, 1981—

(a) verleng hierby die tydperk vasgestel by Goewermentskennisgewing No. R. 2398 van 4 Oktober 1991 met 'n tydperk van ses maande wat op 28 Februarie 1993 eindig; en

(b) wysig hierby, met ingang van 1 September 1992, die Skema gepubliseer by Goewermentskennisgewing No. R. 1948 van 11 September 1987 deur die onderstaande klousule na klousule 13 in te voeg:

"14. VRYSTELLINGS

Enige aansoek om vrystelling van enige bepaling van hierdie Skema, wat kragtens artikel 47 van die Wet deur die Minister verleen kan word, moet by die Opleidingskema vir die Bounywerheid, Posbus 1619, Halfweghuis, 1685, ingedien word, wat sodanige aansoek tesame met enige aanbeveling deur die Raad moet deurstuur na die Direkteur-generaal: Mannekrag."

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

No. R. 2455

28 Augustus 1992

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORNYWERHEID: HERNUWING VAN HOOF-OOREENKOMS

Ek, Izak Jacobus van Zyl, Hoofdirekteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956,

(d) payment of expenses for prescriptions not exceeding an amount of R2 250 in the aggregate per financial year for the member and his dependants; the Fund shall not be liable for the first R10 in respect of each prescription of a medical practitioner or specialist for medicines, drugs, dressings, ointments or lotions;

(e) payment of expenses for special dental services, i.e. crowns and bridgework, gold inlays, orthodontics, periodontics, prosthodontics and metal base dentures, not exceeding the amount of R550 in the aggregate per financial year for the member and his dependants;

(f) payment of expenses for medical and surgical accessories not exceeding R275 in the aggregate per financial year for the member and his dependants."

Signed at Durban as authorised, for and on behalf of the parties, this 3rd day of March 1992.

B. CARR,

Chairman of Council.

T. EVANS,

Vice-Chairman of Council.

L. A. DICKASON,

Secretary of Council.

No. R. 2445

28 August 1992

MANPOWER TRAINING ACT, 1981

EXTENSION OF TRAINING SCHEME FOR THE BUILDING INDUSTRY

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, acting in terms of section 39 (3) of the Manpower Training Act, 1981, hereby—

(a) extend the period fixed in Government Notice No. R. 2398 of 4 October 1991, by a further period of six months ending on 28 February 1993; and

(b) amend, with effect from 1 September 1992, the Scheme published by Government Notice No. R. 1948 of 11 September 1987 by the insertion of the undermentioned clause after clause 13:

"14. EXEMPTION

Any application for exemption from any provision of this Scheme, which may be granted by the Minister in terms of section 47 of the Act, shall be submitted to the Training Scheme for the Building Industry, P.O. Box 1619, Halfway House, 1685, which shall forward such application together with any recommendation by the Board to the Director-General: Manpower."

G. M. E. CARELSE,

Deputy Minister of Manpower.

No. R. 2455

28 August 1992

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY: RENEWAL OF MAIN AGREEMENT

I, Izak Jacobus van Zyl, Chief Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of

No. R. 2450

28 Augustus 1992

WET OP BEHEER OOR WYN EN SPIRITUS, 1970
(WET No. 47 VAN 1970)PRYS- EN BETALINGSREËLINGS MET BETREK-
KING TOT DISTILLEERWYN: 1992; EN GOEIEWYN:
1992/93: VOORGESTELDE WYSIGING

Hiermee word bekendgemaak dat die Ko-operatiewe Wijnbouwers Vereniging van Zuid-Afrika, Beperkt, kragtens artikel 18 (6) (a) van die Wet op Beheer oor Wyn en Spiritus, 1970 (Wet No. 47 van 1970), die prys- en betalingsreëlings vermeld in Goewermentskennisgewing No. R. 416 van 7 Februarie 1992 met betrekking tot wyn, soos omskryf in artikel 14 van genoemde Wet, gewysig het deur klousule 13 van Bylae 2 daarvan deur die volgende klousule te vervang:

"Byvoeging van rente"

12. Die rente wat gevoeg moet word by enige agterstallige betaling van 'n bedrag (insluitende rente) wat verskuldig is ten opsigte van wyn—

- (a) aangekoop voor of op 31 Januarie 1992, is 21,0 persent per jaar, bereken op die totale bedrag verskuldig (insluitende rente) vanaf 1 Oktober 1992 tot die datum waarop betaling geskied; en
- (b) waarvan die betaling binne die tydperk in klousule 12 bedoel, gemaak moet word, is 19,0 persent per jaar bereken op die totale bedrag verskuldig (insluitende rente) vanaf 1 Oktober 1992 of die dag wat volg op die datum waarop die betaling aldus opeisbaar word, tot die datum waarop die betaling geskied, of tot 31 Januarie 1993, watter datum ookal die vroegste is."

Alle belanghebbendes word hierby aangesê om enige besware wat hulle teen genoemde wysiging het, binne 14 dae na datum van publikasie van hierdie kennisgewing skriftelik by die Direkteur-generaal, Departement van Landbou, Privaatsak X250, Pretoria, 0001, in te lewer.

S. W. JOUBERT,

Sekretaris: Ko-operatiewe Wijnbouwers Vereniging van Zuid-Afrika, Beperkt.

DEPARTEMENT VAN MANNEKRAG

No. R. 2421

28 Augustus 1992

WET OP ARBEIDSVERHOUDINGE, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA:
WYSIGING VAN OOREENKOMS VIR DIE HAND-
SAKSEKSIE

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van

No. R. 2450

28 August 1992

WINE AND SPIRIT CONTROL ACT, 1970
(ACT No. 47 OF 1970)PRICE AND PAYMENT ARRANGEMENTS WITH
REGARD TO DISTILLING WINE: 1992; AND GOOD
WINE: 1992/93: PROPOSED AMENDMENT

It is hereby made known that the Ko-operatiewe Wijnbouwers Vereniging van Zuid-Afrika, Beperkt, acting in terms of section 18 (6) (a) of the Wine and Spirit Control Act, 1970 (Act No. 47 of 1970), has amended the price and payment arrangements set out in Government Notice No. R. 416 of 7 February 1992 with regard to wine, as defined in section 14 of the said Act, by substituting clause 13 of Schedule 2 thereto by the following clause:

"Addition of interest"

12. The interest which shall be added to any arrear payment of an amount (including interest) which is due in respect of wine—

- (a) purchased on or before 31 January 1992, shall be 21,0 per cent per annum, calculated on the total amount owing (including interest) from 1 October 1992 until the date of payment; and
- (b) of which payment should be made in the period referred to in clause 12, shall be 19,0 per cent per annum, calculated on the total amount owing (including interest) from 1 October 1992 or the day following the date on which payment becomes thus due, until the date of payment, or until 31 January 1993, whichever date shall be the earlier."

All interested parties are called upon to lodge any objections which they may have against the said amendment, in writing with the Director-General, Department of Agriculture, Private Bag X250, Pretoria, 0001, within 14 days of the date of publication of this notice.

S. W. JOUBERT,

Secretary: Ko-operatiewe Wijnbouwers Vereniging van Zuid-Afrika, Beperkt.

DEPARTMENT OF MANPOWER

No. R. 2421

(355)

28 August 1992

LABOUR RELATIONS ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH
AFRICA: AMENDMENT OF AGREEMENT FOR THE
HANDBAG SECTION

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule 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 30 September 1992 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalinge van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 4 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 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.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

HANDSAKSEKSIE

OOREENKOMS

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

- (a) **Midland and Border Leather Industry Manufacturers' Association;**
- (b) **Western Cape Leather Industries Association;**
- (c) **Transvaal Footwear, Tanning and Leather Trades Association;**

en

- (d) **Association of South African Manufacturers of Luggage, Handbags and General Goods**

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

- (e) **National Union of Leather Workers,**

en

- (f) **Transvaal Leather and Allied Trades Industrial Union**

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

wat die partye is by die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika,

tot wysiging van die Ooreenkoms vir die Handsakseksie, gepubliseer by Goewermenskennisgewing No. R. 1794 van 3 September 1982, soos hiernieu en gewysig by Goewermenskennisgewings Nos. R. 2480 en R. 2481 van 11 November 1983, R. 2022 en R. 2023 van 14 September 1984, R. 2758 en R. 2760 van 13 Desember 1985, R. 2713 en R. 2714 van 24 Desember 1986, R. 1844 van 28 Augustus 1987, R. 2609 van 20 November 1987, R. 1622 van 12 Augustus 1988, R. 2314 van 18 November 1988, R. 572 van 31 Maart 1989, R. 1949 en R. 1950 van 17 Augustus 1990, R. 3052 van 4 Januarie 1991 en R. 2238 van 13 September 1991 en R. 1677 van 19 Junie 1992.

with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1992, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 4, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1992, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

HANDBAG SECTION

AGREEMENT

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

- (a) **Midland and Border Leather Industry Manufacturer's Association;**
- (b) **Western Cape Leather Industries Association;**
- (c) **Transvaal Footwear, Tanning and Leather Trades Association;**

and

- (d) **Association of South African Manufacturers of Luggage, Handbags and General Goods**

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

- (e) **National Union of Leather Workers,**

and

- (f) **Transvaal Leather and Allied Trades Industrial Union**

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

being the parties to the National Industrial Council of the Leather Industry of South Africa,

to amend the Agreement for the Handbag Section published under Government Notice R. 1794 of 3 September 1982, as renewed and amended by Government Notices R. 2480 and R. 2481 of 11 November 1983, R. 2022 and R. 2023 and 14 September 1984, R. 2758 and R. 2760 of 13 December 1985, R. 2713 and R. 2714 of 24 December 1986, R. 1844 of 28 August 1987, R. 2609 of 20 November 1987, R. 1622 of 12 August 1988, R. 2314 of 18 November 1988, R. 572 of 31 March 1989, R. 1949 and R. 1950 of 17 August 1990, R. 3052 of 4 January 1991, R. 2328 of 13 September 1991 and R. 1677 of 19 June 1992.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Handsakseksie van die Leernywerheid nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakverenigings is, en wat onderskeidelik by bogenoemde Seksie van die Leernywerheid betrokke en daarin werksaam is;

(b) in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, in verband met die werksaamhede uiteengesit in paragraaf (1) (b) en (c) van die omskrywing van "Nywerheid" of "Leernywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R. 1794 van 3 September 1982, vir sover hulle betrekking het op genoemde Seksie; en

(c) in die landdrostdistrikte Bellville, Die Kaap, Durban, met inbegrip van die gedeelte van die landdrostdistrik Chatsworth wat voor die publikasie van Goewermmentskennisgewing No. 501 van 8 Maart 1985 binne die landdrostdistrik Durban geval het, Goodwood en Johannesburg in verband met die werksaamhede uiteengesit in paragraaf (6) van die omskrywing van "Nywerheid" of "Leernywerheid" in klousule 3 van genoemde Ooreenkoms.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone voorgeskryf word in Aanhangsel C van die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R. 1794 van 3 September 1982 en op die werkgewers van sodanige werknemers.

(3) Ondanks andersluidende bepalings hierin, is hierdie Ooreenkoms nie op handelsreisigers, verkoopsmanne en klerke, uitgesonderd versendingsklerke, van toepassing nie.

2. KLOUSULE 4: LONE EN LOONSKALE

In subklousule (7) (a), vervang die uitdrukking "25 Julie 1990" deur die uitdrukking "12 Junie 1991".

3. KLOUSULE 8: VAKANSIEDAE, JAARLIKSE EN KRAAMVERLOF

(1) Vervang paragraaf (b) van subklousule (9) deur die volgende:

"(b) Die vakansie- en langdiensbonus in paragrafe (a) en (c) bedoel, moet aan die werknemer betaal word voor of op die laaste werkdag voordat die bedryfsinrigting ingevolge subklousule (1) sluit."

(2) Voeg die volgende nuwe paragraaf (c) by subklousule (9) in:

"(c) Aan elke werknemer wat vyf jaar of langer ononderbroke diens by dieselfde werkgewer voltooi het, moet 'n langdiensbonus op die volgende grondslag betaal word:

5 jaar en langer diens, maar minder as 10 jaar: 1 dag se loon;

10 jaar en langer diens, maar minder as 15 jaar: 2 dae se loon;

15 jaar en langer diens: 3 dae se loon;

Vir die berekening van die langdiensbonus wat ingevolge hierdie subklousule betaalbaar is, is een dag se loon gelyk aan een vyfde van die werkloon."

4. KLOUSULE 18: INDIENSNEMING VAN LEDE VAN VAKVERENIGINGS

Vervang subklousule (3) deur die volgende:

"(3) 'n Geakkrediteerde werkwinkelvertegenwoordiger is geregtig op vyf dae betaalde verlof per jaar om vakverenigingopleidingskursusse by te woon. By die toepassing van hierdie subklousule is 'n geakkrediteerde werkwinkelvertegenwoordiger 'n lid van 'n vakverenigingsparty, en die getal werkwinkelvertegenwoordigers moet in 'n verhouding wees van een per 50 werknemers vir wie vakverenigingsafrekkings deur 'n werkgewer gedoen word."

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Handbag Section of the Leather Industry— (355)

(a) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions, and who are engaged, and employed in the above Section of the Leather Industry, respectively;

(b) in the Republic of South Africa, excluding the port and settlement of Walvis Bay, on the operations set forth in paragraph (1) (b) and (c) of the definition of "Industry" or "Leather Industry" in clause 3 of the Agreement published under Government Notice R. 1794 of 3 September 1982, in so far as they relate to the said Section; and

(c) in the Magisterial Districts of Bellville, Durban, including that portion of the Magisterial District of Chatsworth which, prior to the publication of Government Notice 501 of 8 March 1985, fell within the Magisterial Districts of Durban, Goodwood, Johannesburg and The Cape, on the operations set forth in paragraph (6) of the definition of "Industry" or "Leather Industry" in clause 3 of the said Agreement.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees for whom wages are prescribed in Annexure C to the Agreement published under Government Notice R. 1794 of 3 September 1982 and to the employers of such employees.

(3) Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall not apply to travellers, salesmen and clerical employees other than despatch clerks.

2. CLAUSE 4: WAGES AND RATES

In subclause (7) (a), substitute the expression "12 June 1991" for the expression "25 July 1990".

3. CLAUSE 8: HOLIDAYS, ANNUAL AND MATERNITY LEAVE

(1) Substitute the following for paragraph (b) of subclause (9):

"(b) The holiday and long service bonus referred to in paragraphs (a) and (c) shall be paid to the employee not later than the last working day before the establishment closes in terms of subclause (1)."

(2) Insert the following new paragraph (c) in subclause (9):

"(c) Every employee who has completed five years or more of continuous employment with the same employer shall be paid a long service bonus on the following basis:

5 years of employment and longer, but less than 10 years: 1 day's wages;

10 years of employment and longer, but less than 15 years: 2 days' wages;

15 years of employment and longer: 3 days' wages.

For the purpose of calculating the long service bonus due in terms of this subclause, one day's wages shall be the equivalent of one-fifth of the weekly wage."

4. CLAUSE 18: EMPLOYMENT OF MEMBERS OF TRADE UNIONS

Substitute the following for subclause (3):

"(3) An accredited shop steward shall be entitled to five days' paid leave per annum to attend trade union training courses. For the purposes of this subclause, an accredited shop steward is one who belongs to a party trade union, and the number of shop stewards shall be in a ratio of one per 50 employees for whom trade union deductions are being made by an employer."

5. AANHANGSEL C

Vervang klousule 1 deur die volgende:

"1. LONE

	Kolom A Per week	Kolom B per week
	R	R
(a) Voorman.....	278,73	306,60
(b) Magasynmeester	174,21	191,63
(c) Versendingsklerk	174,21	191,63
(d) Verpakker.....	132,27	145,50
(e) Drywer van 'n afleweringvoertuig waarvan die onbelaste massa—		
(i) hoogstens 2 722 kg is.....	144,88	159,37
(ii) meer as 2 722 kg maar hoogstens 4 536 kg is.....	209,08	229,99
(iii) meer as 4 536 kg is	243,97	268,37
(iv) Vurkhydrywer	243,97	268,37
(f) Nagwag	144,88	159,37
(g) Algemene werkers.....	132,27	145,30
(h) Gekwalifiseerde werknemers:		
(i) Snyer, klas I.....	223,00	245,30
(ii) Snyer, klas II.....	167,29	184,02
(iii) Masjienwerkers betrokke by alle naaimasjienwerkzaamhede	173,85	191,24
(iv) Skawers	132,27	145,50
(v) Handsakraamwerkers	167,29	184,02
(vi) Werknemers graad I.....	132,27	145,50
(vii) Werknemers graad II.....	132,27	145,50
(i) Leerlinge wat werkzaam is in die klasse waarvoor lone in (h) hierbo voorgeskrif word:		
Gedurende die eerste ses maande ondervinding	78,13	85,94
Gedurende die tweede ses maande ondervinding.....	90,10	99,11
Gedurende die derde ses maande ondervinding	101,41	111,55
Gedurende die vierde ses maande ondervinding	114,15	125,57"

Deur die partye op hede die 6de dag van Augustus 1991 te Port Elizabeth onderteken.

M. T. HOFFMANN,

Lid van die Raad.

K. MOODLEY,

Lid van die Raad.

L. M. VAN LOGGERENBERG,

Hoofsekretaris van die Raad.

No. R. 2436

28 Augustus 1992

WET OP ARBEIDSVERHOUDINGE, 1956

VERBETERINGSKENNISGEWING

KAMSTOFTEKSTIELNYWERHEID (KAAP): HERBEKRAFTIGING VAN VOORSORGFONDSOOREENKOMS

Onderstaande verbeterings aan Goewermementskennisgewing No. R. 1298 wat in *Staatskoerant* No. 13970 van 8 Mei 1992 verskyn, word hierby vir algemene inligting gepubliseer:

1. In die Afrikaanse teks van die Bylae:

(a) 5. KLOUSULE 15: ONTBINDING

In subklousule (iii) vervang die uitdrukking "klousule 10 (7)" met die uitdrukking "klousule 10 (8)" waar dit in die laaste reël van die paragraaf voorkom.

5. ANNEXURE C

Substitute the following for clause 1:

"1. WAGES

	Column A Per week	Column B Per week
	R	R
(a) Foreman.....	278,73	306,60
(b) Storeman	174,21	191,63
(c) Despatch clerk.....	174,21	191,63
(d) Packer.....	132,27	145,50
(e) Driver of a delivery vehicle, the unladen mass of which—		
(i) does not exceed 2 722 kg.....	144,88	159,37
(ii) exceeds 2 722 kg, but does not exceed 4 536 kg	209,08	229,99
(iii) exceeds 4 536 kg	243,97	268,37
(iv) Fork-lift driver	243,97	268,37
(f) Night-watchman	144,88	159,37
(g) General workers.....	132,27	145,50
(h) Qualified employees:		
(i) Cutter, Class I.....	223,00	245,30
(ii) Cutter, Class II.....	167,29	184,02
(iii) Machinists engaged on all sewing machine operations	173,85	191,24
(iv) Skivers	132,27	145,50
(v) Handbag framers	167,29	184,02
(vi) Grade I employees	132,27	145,50
(vii) Grade II employees	132,27	145,50
(i) Learners employed in the categories for which wages are prescribed in (h) above:		
During the first six months of experience	78,13	85,94
During the second six months of experience	90,10	99,11
During the third six months of experience	101,41	111,55
During the fourth six months of experience	114,15	125,57"

Signed by the parties at Port Elizabeth this 6th day of August 1991.

M. T. HOFFMANN,

Member of the Council.

K. MOODLEY,

Member of the Council.

L. M. VAN LOGGERENBERG,

General Secretary of the Council.

No. R. 2436

28 August 1992

LABOUR RELATIONS ACT, 1956

CORRECTION NOTICE

WORSTED TEXTILE MANUFACTURING INDUSTRY (CAPE): RE-ENACTMENT OF PROVIDENT FUND AGREEMENT

The following corrections to Government Notice No. 1298 appearing in *Government Gazette* No. 13970 of 8 May 1992 is hereby published for general information:

1. In the Afrikaans text to the Schedule:

(a) 5. KLOUSULE 15: ONTBINDING

In subclause (iii) substitute the expression "klousule 10 (8)" for the expression "klousule 10 (7)" where it appears in the last line of the paragraph.

WAGE AND WORKING CONDITIONS

1992

SEPT. — DEC.

- 10.2 Alle administratiewe koste en skulde van die Skema word dan teen die Raad in berekening gebring.
- 10.3 Die Registrateur moet vroegtydig van die beëindiging van die Skema in kennis gestel word.

11. Agente

- 11.1 Die Raad kan agente aanstel om uitvoering aan die doelstellings van die Skema te gee, op sodanige voorwaardes en onderhewig aan sodanige beheer as wat die Raad goeddink.
- 11.2 'n Agent het die mag om enige instelling te betree en die werkgewer of enige werknemer te ondervra ten einde vas te stel of die bepalings van klousule 7 nagekom word al dan nie.
- 11.3 Die aanstelling van 'n agent kan te eniger tyd en om watter rede ook al deur die Raad teruggetrek word.

12. Vrywaring

Die lede van die Opleidingsraad is nie aanspreeklik nie vir enige verlies vir die Fonds wat voortspruit uit enige onbehoorlike belegging gemaak te goeder trou of deur enige optrede in hul *bona fide*-administrasie van die Fonds, of deur die nalatigheid of bedrog van enige persoon in diens van die Raad, of as gevolg van 'n handeling of versuim deur lede, of as gevolg van enige ander saak, uitgesluit individuele opsetlike of bedrieglike optrede van die kant van sodanige lede wat aanspreeklik gehou kan word.

Enige sodanige lid moet deur die Fonds vergoed word vir enige aanspreeklikheid opgeloop deur hom in die verdediging van enige vervolging, hetsy siviël of strafregtelik, voortspruitend uit 'n bewering waarby kwade trou betrokke is en waarin regspraak in sy guns gelever word of waarvan hy vrygespreek word.

13. Vrystellings

Enige aansoek om vrystelling van enige bepaling van hierdie Skema, wat kragtens artikel 47 van die Wet deur die Minister verleen kan word, moet by die Opleidingsraad vir die Suiwelbedryf, Posbus 1284, Pretoria, 0001, ingedien word, wat sodanige aansoek tesame met enige aanbeveling deur die Raad moet deurstuur na die Direkteur-generaal: Mannekrag.

No. R. 2507

4 September 1992

WET OP ARBEIDSVERHOUDINGE, 1956

SIVIELE INGENIEURSNYWERHEID: WYSIGING VAN ORDER

Ek, Leon Wessels, Minister van Mannekrag, wysig hierby, kragtens artikel 51A (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, die Order vir die Siviele Ingenieursnywerheid, gepubliseer by Goewermementskennigsgewing R. 2462 van 19 November 1982, soos gewysig by Goewermementskennigsgewings R. 1258 van 17 Junie 1983, R. 583 van 30 Maart 1984, R. 1870 van 24 Augustus 1984, R. 403 van 22 Februarie 1985, R. 1988 van 6 September 1985, R. 381 van 28 Februarie 1986, R. 445 van 6 Maart 1987, R. 1837 van 28 Augustus 1987, R. 369 van 4 Maart 1988, R. 1784 van 2 September 1988, R. 555 van 31 Maart 1989, R. 1863 van 1 September 1989, R. 2069 van 31 Augustus 1990, R. 2121 van 30 Augustus 1991, en R. 326 van 31 Januarie 1992, ooreenkomstig die Bylae hiervan en bepaal 7 September 1992 as die datum waarop genoemde wysiging bindend word.

L. WESSELS,
Minister van Mannekrag.

- 10.2 All administrative charges and liabilities of the Scheme shall then be charged against the Board.

- 10.3 The Registrar shall be notified of the termination of the Scheme in good time.

11. Agents

- 11.1 The Board may appoint agents to give effect to the objects of the Scheme under such conditions and subject to such control as the Board deems fit.

- 11.2 An agent shall be empowered to enter any establishment and to question the employer or any employee for the purpose of ascertaining whether or not the provisions of clause 7 are being observed.

- 11.3 The appointment of an agent may be revoked by the Board at any time and for any reason.

12. Indemnity

The members of the Training Board shall not be liable for any loss to the Fund arising from any improper investment made in good faith, or by any act in their *bona fide* administration of the Fund, or by the negligence or fraud of any person employed by the Board, or by reason of any act or omission by members or by reason of any other matter save individual wilful or fraudulent wrongdoing on the part of such members as can be held responsible.

Any such member shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings, whether civil or criminal, arising out of an allegation involving bad faith in which judgement is given in his favour or in which he is acquitted.

13. Exemptions

Any application for exemption from any provision of this Scheme, which may be granted by the Minister in terms of section 47 of the Act, shall be submitted to the Training Board for the Dairy Industry, P.O. Box 1284, Pretoria, 0001, which shall forward such application together with any recommendation by the Board to the Director-General: Manpower.

No. R. 2507

4 September 1992

LABOUR RELATIONS ACT, 1956

CIVIL ENGINEERING INDUSTRY: AMENDMENT OF ORDER

I, Leon Wessels, Minister of Manpower, hereby in terms of section 51A (4) (a) (ii) of the Labour Relations Act, 1956, amend the Order for the Civil Engineering Industry, published under Government Notice R. 2462 of 19 November 1982, as amended by Government Notices R. 1258 of 17 June 1983, R. 583 of 30 March 1984, R. 1870 of 24 August 1984, R. 403 of 22 February 1985, R. 1988 of 6 September 1985, R. 381 of 28 February 1986, R. 445 of 6 March 1987, R. 1837 of 28 August 1987, R. 369 of 4 March 1988, R. 1784 of 2 September 1988, R. 555 of 31 March 1989, R. 1863 of 1 September 1989, R. 2069 of 31 August 1990, R. 2121 of 30 August 1991 and R. 326 of 31 January 1992, in accordance with the Schedule hereto and fix 7 September 1992 as the date from which the said amendment shall be binding.

L. WESSELS,
Minister of Manpower.

Substitute the following for clause 3.1.1:

CAPE PROVINCE					NATAL		
	Column 1 (a)	Column 1 (b)	Column 1 (c)	Column 2 (a)	Rem. of the Province	Column 1	Rem. of the Province
	The Magisterial Districts of Bellville, The Cape, Goodwood, Hopefield, Kuils River, Malmesbury, Moorreesburg, Paarl, Simon's Town, Somerset West, Stellenbosch, Strand, Vredenburg, Welling-ton, Worcester and Wynberg	The Magisterial Dis-tricts of Port Elizabeth, Uitenhage and East London and that portion of the municipal area of East London which falls within the Magisterial District of King William's Town	The Magisterial Dis-trict of Kimberley	The Magisterial Districts of Bredasdorp, Caledon, George, Hermanus, Hei-delberg, Montagu, Mossel Bay, Plettenberg, Riversdale, Robertson, Swellendam and Tulbagh		The Magisterial Districts of Camperdown, Chats-worth, Dundee, Durban, Inanda, Klip River, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Pietermaritzburg, Pine-town, Port Shepstone and Umzinto and the municipal areas of Empan-geni and Richards Bay	
Watchman.....	Per week R A B 203,41 214,54	Per week R A B 193,79 204,42	Per week R A B 155,34 161,41	Per week R A B 171,02 179,63	Per week R A B 133,07 139,65	Per week R A B 208,47 219,09	Per week R A B 145,22 152,30
All other em- ployees	Per hour C A B 402 424	Per hour C A B 383 404	Per hour C A B 307 319	Per hour C A B 338 355	Per hour C A B 263 276	Per hour C A B 412 433	Per hour C A B 287 301

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ORANGE FREE STATE			TRANSVAAL		
	Column 1	Rem. of the Province	Column 1	Column 2	Rem. of the Province
	The Magisterial Districts of Bloemfontein, Odendaalsrus, Sasolburg, Virginia and Welkom	(including the Magisterial District of Kroonstad)	The Magisterial Districts of Alberton, Balfour, Benoni, Bethal, Boksburg, Brakpan, Delmas, Germiston, Heidelberg, Highveld Ridge, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Middeburg, Nigel, Oberholzer, Potchefstroom, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Standerton, Vanderbijlpark, Vereeniging, Westonaria, Witbank and Wonderboom	The Magisterial Districts of Barberton, Nelspruit, Pelgrimsrus and White River	
Wachman	Per week R A B 185,19 192,78	Per week R A B 133,07 139,65	Per week R A B 208,47 219,09	Per week R A B 105,24 110,30	Per week R A B 133,07 139,65
All other employees	Per uur C A B 366 381	Per uur C A B 263 276	Per uur C A B 412 433	Per uur C A B 208 218	Per uur C A B 263 276

Col. A: EFFECTIVE FROM MONDAY, 7 SEPTEMBER 1992

Col. B: EFFECTIVE FROM MONDAY, 1 MARCH 1993".

(iii) enige ander soort onderneming: Ten opsigte van elke perseel waar sake bedryf word."

Namens die partye op hede die 14de dag van Mei 1992 te Johannesburg geteken.

G. COUVARAS,
Voorsitter van die Raad.

E. SIEW,
Ondervoorsitter van die Raad.

L. G. NELL,
Sekretaris van die Raad.

No. R. 2502 **4 September 1992**

WET OP ARBEIDSVERHOUDINGE, 1956

OPTIESE NYWERHEID: HERNUWING VAN
OOREENKOMS

Ek, Izak Jacobus van Zyl, Hoofdirekteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermenskennisgewing R. 746 van 22 April 1988, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1992 eindig.

I. J. VAN ZYL,
Hoofdirekteur: Arbeidsverhoudinge.

No. R. 2504 **4 September 1992**

WET OP ARBEIDSVERHOUDINGE, 1956

VERMAAKLIKHEIDSBEDRYF VAN SUID-AFRIKA:
HERNUWING VAN OOREENKOMS

Ek, Izak Jacobus van Zyl, Hoofdirekteur: 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 Goewermenskennisgewings R. 2184 van 14 September 1990 en R. 3138 van 20 Desember 1991, van krag is vanaf 1 Oktober 1992 en vir die tydperk wat op 31 Maart 1993 eindig.

I. J. VAN ZYL,
Hoofdirekteur: Arbeidsverhoudinge.

No. R. 2509 **4 September 1992**

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP: 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 Goewermenskennisgewing R. 478 van 14 Februarie 1992, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig.

D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

(iii) any other type of business: In respect of each premises where business is conducted."

Signed at Johannesburg, on behalf of the parties, this 14th day of May 1992.

G. COUVARAS,
Chairman of the Council.

E. SIEW,
Vice-Chairman of the Council.

L. G. NELL,
Secretary of the Council.

No. R. 2502 **4 September 1992**

LABOUR RELATIONS ACT, 1956

OPTICAL INDUSTRY: RENEWAL OF AGREEMENT

I, Izak Jacobus van Zyl, Chief Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notice R. 746 of 22 April 1988, to be effective from the date of publication of this notice and for the period ending 31 December 1992.

I. J. VAN ZYL,
Chief Director: Labour Relations.

No. R. 2504 **4 September 1992**

LABOUR RELATIONS ACT, 1956

ENTERTAINMENT INDUSTRY OF SOUTH AFRICA:
RENEWAL OF AGREEMENT

I, Izak Jacobus van Zyl, Chief Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 2184 of 14 September 1990 and R. 3138 of 20 December 1991, to be effective from 1 October 1992 and for the period ending 31 March 1993.

I. J. VAN ZYL,
Chief Director: Labour Relations.

No. R. 2509 **4 September 1992**

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE: RENEWAL OF MAIN
AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notice R. 478 of 14 February 1992, to be effective from the date of publication of this notice and for the period ending 30 June 1993.

D. VAN DER WALT,
Director: Labour Relations.

No. R. 2490

4 September 1992

WET OP ARBEIDSVERHOUDINGE, 1956

KORREKSIEKENNISGEWING

BOUNYWERHEID, KIMBERLEY: HERBEKRAG-
TIGING VAN HOOFOOREENKOMS

Die onderstaande korreksie aan Goewermentsken-
nissgewing No. R. 2340 wat in *Staatskoerant* No. 14229
van 21 Augustus 1992 verskyn, word hierby vir alge-
mene inligting gepubliseer:

In die Engelse teks van die Bylae, vervang die uit-
drukking "45c" deur die uitdrukking "30c" waar
dit in klousule 45 voorkom.

No. R. 2491

4 September 1992

WET OP ARBEIDSVERHOUDINGE, 1956

VERMAAKLIKHEIDSBEDRYF VAN SUID-AFRIKA:
WYSIGING VAN OOREENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op
Arbeidsverhoudinge, 1956, dat die bepalings
van die Ooreenkoms (hierna die Wysigingsoor-
eenkoms genoem) wat in die Bylae hiervan
verskyn en betrekking het op die Onderneming,
Nywerheid, Bedryf of Beroep in die opskrif by
hierdie kennisgewing vermeld, met ingang van
die tweede Maandag na die datum van publika-
sie van hierdie kennisgewing en vir die tydperk
wat op 30 September 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 Wysigingsooreen-
koms, uitgesonderd dié vervat in klousule 1 (1)
(a) van die Hoofstuk I met ingang van die tweede
Maandag na die datum van publikasie van hier-
die kennisgewing en vir die tydperk wat op 30
September 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 Onder-
neming, Nywerheid, Bedryf of Beroep in die
gebiede in klousule 1 van die Wysigingsooreen-
koms gespesifiseer.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE VERMAAKLIKHEIDS-
BEDRYF VAN SUID-AFRIKA

OOREENKOMS

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

Werkgewersorganisasie vir die Vermaaklikheidsbedryf
van Suid-Afrika

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

Entertainment Workers' Union

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

No. R. 2490

4 September 1992

LABOUR RELATIONS ACT, 1956

CORRECTION NOTICE

BUILDING INDUSTRY, KIMBERLEY: RE-ENACT-
MENT OF MAIN AGREEMENT

The undermentioned correction to Government
Notice No. R. 2340 appearing in *Government Gazette*
No. 14229 of 21 August 1992, is published herewith for
general information:

In the English text of the Schedule, substitute the
expression "30c" for the expression "45c" where
it appears in clause 45.

No. R. 2491

4 September 1992

LABOUR RELATIONS ACT, 1956

ENTERTAINMENT INDUSTRY OF SOUTH AFRICA:
AMENDMENT OF AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of
Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Rela-
tions Act, 1956, declare that the provisions of the
Agreement (hereinafter referred to as the
Amending Agreement) which appears in the
Schedule hereto and which relates to the Under-
taking, Industry, Trade or Occupation referred to
in the heading to this notice, shall be binding,
with effect from the second Monday after the
date of publication of this notice and for the
period ending 30 September 1992, upon the
employer's organisation and the trade union
which entered into the Amending Agreement
and upon the employers and employees who are
members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act,
declare that the provisions of the Amending
Agreement, excluding those contained in clause
1 (1) (a) of Chapter I, shall be binding, with effect
from the second Monday after the date of publi-
cation of this notice and for the period ending 30
September 1992, upon all employers and
employees, other than those referred to in para-
graph (a) of this notice, who are engaged or
employed in the said Undertaking, Industry,
Trade or Occupation in the areas specified in
clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ENTERTAINMENT IN-
DUSTRY OF SOUTH AFRICA

AGREEMENT

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

Employers Association for the Entertainment Industry of
South Africa

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

Entertainment Workers' Union

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

Sick leave 'can cost firms plenty'

010AM 7/9/92.
ABSENTEEISM could cost a company more than 4% of its payroll if every employee took 10 days' paid sick leave a year, according to Gary Taylor of Medscheme.

Writing for the Institute of Personnel Management's publication, People Dynamics, Taylor said line managers daily had to deal with many employees covered by the Basic Conditions of Employment Act, who felt "I am entitled to my 10 days a year".

Taylor said a simplistic analysis of sick leave could generate three categories of sick absenteeism:

- ☐ Genuine illness which prevented employees reasonably from performing their tasks;
- ☐ Mild or even psychosomatic illnesses not justifying absence; and
- ☐ Deliberate, unjustified absenteeism for reasons other than illness.

"Clearly the intention of the Act and the employer is to provide 30 days' sick leave (36 for a six-day week) in a three-year cycle for the first category only.

"Serious accidents or prolonged illnesses can devastate the earnings of an individual who has fully utilised the available sick leave provisions — frequently at a time when the income is most needed."

He said statistics were drawn from the medical aid claims of 1.4-million beneficiaries in southern Africa.

"Total claims received in some medical aids can average six to seven claims per family per month among white upper-/middle-income employees. Consultations with GPs generally average 1.5 per family per month during winter peaks, falling by

30% during summer holidays.

"These claims are significantly lower both in volume and range terms among black medical aid members — a factor caused largely by their comparatively limited access to Western medical facilities," Taylor said.

He said these figures reflected actual visits, but could not specify whether sick leave was granted, or whether the visit was medically necessary.

"It has been speculated that up to 40% of consultations are not medically necessary.

"Medical practitioners would only be able to determine this after an examination of the patient, and are often subjected to patient pressure to provide a prescription and/or a sick note to justify the visit."

Faced with the vagueness brought about by such factors as doctor-patient relationship and the practitioner not being compelled by the Medical Aid Schemes Act to stipulate diagnosis on the account, the employer had to rely on the Act.

The Act states that a medical certificate must simply reveal the "nature" of the incapacity.

While the employer could not compel the doctor to supply more information, insist on prognosis or force practitioners to complete questionnaires, he had the right to refuse to grant paid sick leave, despite a sick note.

He also had the right to investigate the validity of a doctor's certificate, refer the employee to a company-appointed doctor, discipline for misconduct or dismiss for incapacity, Taylor said.

THEO RAWANA

Workers plan to occupy premises

■ Wages deadlock bosses fired 1 000:

By Ike Motsapi

OVER 1 000 dismissed workers at Walter H Chipkins in Johannesburg were due to occupy the premises of the company and its subsidiary yesterday to demand that they be re-instated.

This decision was announced at a press conference held at the Johannesburg offices of the South African Commercial Catering and Allied Workers Union (Saccawu).

The targeted company is in Industria and its subsidiary, Patleys, is in Fordsburg.

The dismissed workers are all members of Saccawu.

Saccawu has also enlisted the help of other affiliates of the Congress of South African Trade Unions to help it with its mass action campaign against Fred Smollan Company where its more than 100 members have been on strike since August 21.

Wage increase

Workers at Fred Smollan demand a wage increase of R160 a month and a guaranteed 40-hour week for all employees.

Management has instead offered to cut wages and working hours by a third from 45 hours to 30 hours a week.

Yesterday, Ms Suzanna Harvey of Saccawu's legal unit said the union decided to embark on this action because "the bosses in collaboration with the Industrial and Supreme Courts" were insensitive to the plight of workers.

Harvey said the 1 000 members of Saccawu were dismissed at Walter H Chipkins and Patleys on June 15 this year after a wage deadlock with the company.

Abuse workers

Harvey added: "The company then dismissed our members under the pretext of retrenchments. Bosses are allowed by the courts to abuse workers and go free.

"The recent Supreme Court ruling against the National Union of Metalworkers of South Africa versus the Steel Engineering Industries Federation of South Africa has set a precedent that is going to make it difficult for workers to fight for their rights.

"We ask ourselves why the Labour Relations Act was instituted when courts have the powers to overturn it," Harvey said.

No. R. 2598

11 September 1992

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP: HERBEKRAGTING VAN DIE OOREENKOMS VIR DIE PLATTELANDSE GEBIEDE

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 1993 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

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 3 en 8 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir alle ander werkgewers en 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 genoemde Ooreenkoms gespesifiseer.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

OOREENKOMS

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

Cape Clothing Manufacturers' Association

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

South African Clothing and Textile Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in die landdrostdistrik George.

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

(a) slegs van toepassing op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;

No. R. 2598

11 September 1992

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE: RE-ENACTMENT OF THE AGREEMENT FOR THE COUNTRY AREAS

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 1993 upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 3 and 8 shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993 upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

AGREEMENT

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

Cape Clothing Manufacturers' Association

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

South African Clothing and Textile Workers' Union

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

being the parties to the Industrial Council for the Clothing Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial District of George.

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

(a) only apply in respect of employees for whom wages are prescribed in this Agreement;

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer as R19 864 per jaar bedra;

(c) nie van toepassing nie op werkgewers en werknemers wat betrokke is by of in diens is in die Brei-afdeling.

2. KLOUSULE 2: GELDIGHEIDSDUUR VAN OOREENKOMS

Vervang klousule 2 deur die volgende:

"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 tot 30 Junie 1993."

3. SPESIALE BEPALINGS

Die bepaling soos vervat in klousules 5 (4) (h), 14 (2), 23, 24, 27, 31-33 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1375 van 1 Julie 1983, R. 2659 van 2 Desember 1983, R. 1261 van 22 Junie 1984, R. 1554 van 27 Julie 1984, R. 2436 van 9 November 1984, R. 2670 van 7 Desember 1984, R. 1744 van 9 Augustus 1985, R. 2693 van 6 Desember 1985, R. 306 van 21 Februarie 1986, R. 2367 van 14 November 1986, R. 252 van 6 Februarie 1987, R. 2857 van 31 Desember 1987, R. 2068 van 14 Oktober 1988, R. 2455 van 2 Desember 1988, R. 2328 van 27 Oktober 1989, R. 2529 van 17 November 1989, R. 2087 van 31 Augustus 1990, R. 2868 van 7 Desember 1990 (hierna die "Vorige Ooreenkoms" genoem) soos verder verleng, hernieu, gewysig of herbekragtig van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

4. ALGEMENE BEPALINGS

Die bepaling soos vervat in klousules 3-5 (4) (g), 5 (4) (i)-14 (1), 15-22, 25, 26, 28-30 van die Vorige Ooreenkoms soos verder verleng, hernieu, gewysig of herbekragtig van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

5. KLOUSULE 4: LONE

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

"(1) Die minimum lone wat betaal moet word aan en aangeneem mag word deur die ondergenoemde klasse werknemers, onderhewig aan die bepalinge van hierdie Ooreenkoms, is soos volg:

	Loon per week
Deel A: Ontwerp- en Snyafdeling	R
Hoofsnyer.....	382,00
Patroonmaker:	
(a) Gekwalifiseer	382,00
(b) Leerling:	
Eerste jaar	
Eerste ses maande ondervinding	211,00
Tweede ses maande ondervinding	233,50
Tweede jaar	
Eerste ses maande ondervinding	257,00
Tweede ses maande ondervinding	280,50
Derde jaar	
Eerste ses maande ondervinding	306,00
Tweede ses maande ondervinding	331,50
Daarna die loon voorgeskryf in (a), d.w.s	382,00
Patroongradeerder:	
(a) Gekwalifiseer	307,00
(b) Leerling:	
Eerste jaar	
Eerste ses maande ondervinding	196,00
Tweede ses maande ondervinding	211,00

(b) not apply to employees and working directors whose wages are more than R19 864 per annum;

(c) not apply to employers and employees engaged or employed in the Knitting Division.

2. CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT

Substitute the following for clause 2:

"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 until 30 June 1993."

3. SPECIAL PROVISIONS

The provisions of clauses 5 (4) (h), 14 (2), 23, 24, 27, 31-33 of the Agreement published under Government Notice R. 1375 of 1 July 1983, R. 2659 of 2 December 1983, R. 1261 of 22 June 1984, R. 1554 of 27 July 1984, R. 2436 of 9 November 1984, R. 2670 of 7 December 1984, R. 1744 of 9 August 1985, R. 2693 of 6 December 1985, R. 306 of 21 February 1986, R. 2367 of 14 November 1986, R. 252 of 6 February 1987, R. 2857 of 31 December 1987, R. 2068 of 14 October 1988, R. 2455 of 2 December 1988, R. 2328 of 27 October 1989, R. 2529 of 17 November 1989, R. 2087 of 31 August 1990, R. 2868 of 7 December 1990 (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. GENERAL PROVISIONS

The provisions contained in clauses 3-5 (4) (g), 5 (4) (i)-14 (1), 15-22, 25, 26, 28-30 of the Former Agreement, as further extended, renewed, amended or re-enacted from time to time, shall apply to employers and employees.

5. CLAUSE 4: WAGES

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

"(1) Subject to the provisions of this Agreement, the minimum wages that shall be paid to and accepted by the undermentioned classes of employees shall be as follows:

	Wage per week
Part A: Design and Cutting Department	R
Head cutter	382,00
Pattern Maker:	
(a) Qualified	382,00
(b) Learner:	
First year	
First six months of experience	211,00
Second six months of experience	233,50
Second year	
First six months of experience	257,00
Second six months of experience	280,50
Third year	
First six months of experience	306,00
Second six months of experience	331,50
Thereafter, the wage specified in (a), i.e	382,00
Pattern Grader:	
(a) Qualified	307,00
(b) Learner:	
First year	
First six months of experience	196,00
Second six months of experience	211,00

(355)

	Loon per week		Wage per week
	R		R
Tweede jaar		Second year	
Eerste ses maande ondervinding	225,00	First six months of experience	225,00
Tweede ses maande ondervinding	240,00	Second six months of experience	240,00
Derde jaar		Third year	
Eerste ses maande ondervinding	257,00	First six months of experience	257,00
Tweede ses maande ondervinding	273,00	Second six months of experience	273,00
Daarna die loon voorgeskryf in (a), d.w.s.	307,00	Thereafter, the wage specified in (a), i.e.	307,00
Snyer, snylaagpatroonoplêer:		Cutter, lay-maker:	
(a) Gekwalifiseer	295,50	(a) Qualified	295,50
(b) Leerling:		(b) Learner:	
Eerste jaar		First year	
Eerste ses maande ondervinding	175,50	First six months of experience	175,50
Tweede ses maande ondervinding	194,50	Second six months of experience	194,50
Tweede jaar		Second year	
Eerste ses maande ondervinding	214,00	First six months of experience	214,00
Tweede ses maande ondervinding	235,00	Second six months of experience	235,00
Derde jaar		Third year	
Eerste ses maande ondervinding	258,00	First six months of experience	258,00
Daarna die loon voorgeskryf in (a), d.w.s.	295,50	Thereafter, the wage specified in (a), i.e.	295,50
Tussenvoeringsnyer, voeringwerker, leersnyer en dassnyer:		Interlining cutter, trimmer, leather cutter and tie cutter:	
(a) Gekwalifiseer	212,00	(a) Qualified	212,00
(b) Leerling:		(b) Learner:	
Eerste jaar		First year	
Eerste ses maande ondervinding	156,50	First six months of experience	156,50
Tweede ses maande ondervinding	165,50	Second six months of experience	165,50
Tweede jaar		Second year	
Eerste ses maande ondervinding	175,00	First six months of experience	175,00
Tweede ses maande ondervinding	184,50	Second six months of experience	184,50
Derde jaar		Third year	
Eerste ses maande ondervinding	194,00	First six months of experience	194,00
Daarna die loon voorgeskryf in (a), d.w.s.	212,00	Thereafter, the wage specified in (a), i.e.	212,00
(c) Indien bevorder tot leerlingsnyer:		(c) If advanced to learner cutter:	
Eerste ses maande na datum van bevordering	230,00	First six months from date of advancement	230,00
Tweede ses maande na datum van bevordering	258,00	Second six months from date of advancement ..	258,00
Daarna die loon vir 'n gekwalifiseerde snyer voorgeskryf, d.w.s.	295,50	Thereafter, the wage specified for a qualified cutter, i.e.	295,50
Laagoplêer:		Layer-up:	
(a) Gekwalifiseer	179,50	(a) Qualified	179,50
(b) Leerling:		(b) Learner:	
Eerste jaar		First year	
Eerste ses maande ondervinding	151,00	First six months of experience	151,00
Tweede ses maande ondervinding	156,50	Second six months of experience	156,50
Tweede jaar		Second year	
Eerste ses maande ondervinding	163,00	First six months of experience	163,00
Daarna die loon voorgeskryf in (a), d.w.s.	179,50	Thereafter, the wage specified in (a), i.e.	179,50
(c) Indien bevorder tot leerlingsnyer:		(c) If advanced to learner cutter:	
Eerste ses maande na datum van bevordering	179,50	First six months from date of advancement	179,50
Tweede ses maande na datum van bevordering	214,00	Second six months from date of advancement ..	214,00
Derde ses maande na datum van bevordering	235,00	Third six months from date of advancement	235,00
Vierde ses maande na datum van bevordering	258,00	Fourth six months from date of advancement	258,00
Daarna die loon vir 'n gekwalifiseerde snyer voorgeskryf, d.w.s.	295,50	Thereafter, the wage specified for a qualified cutter, i.e.	295,50
Perssnyer:		Clicker:	
(a) Gekwalifiseer	218,50	(a) Qualified	218,50
(b) Leerling:		(b) Learner:	
Eerste jaar ondervinding	161,00	First year of experience	161,00
Tweede jaar ondervinding	184,50	Second year of experience	184,50
Daarna die loon voorgeskryf in (a), d.w.s.	218,50	Thereafter, the wage specified in (a), i.e.	218,50
Natrekker:		Tracer:	
(a) Gekwalifiseer	204,50	(a) Qualified	204,50
(b) Leerling:		(b) Learner:	
Eerste jaar		First year	
Eerste ses maande ondervinding	161,00	First six months of experience	161,00
Tweede ses maande ondervinding	172,50	Second six months of experience	172,50
Tweede jaar		Second year	
Eerste ses maande ondervinding	183,50	First six months of experience	183,50
Daarna die loon voorgeskryf in (a), d.w.s.	204,50	Thereafter, the wage specified in (a), i.e.	204,50

	Loon per week		Wage per week
Deel B: Fabriekswerkers	R	Part B: Factory Operatives	R
Klerasiemasjienwerktuigkundige:		Clothing machine mechanic:	
(a) Gekwalifiseer	382,00	(a) Qualified	382,00
(b) Leerling:		(b) Learner:	
Eerste jaar		First year	
Eerste ses maande ondervinding	211,00	First six months of experience	211,00
Tweede ses maande ondervinding	233,50	Second six months of experience	233,50
Tweede jaar		Second year	
Eerste ses maande ondervinding	257,00	First six months of experience	257,00
Tweede ses maande ondervinding	280,50	Second six months of experience	280,50
Derde jaar		Third year	
Eerste ses maande ondervinding	306,00	First six months of experience	306,00
Tweede ses maande ondervinding	331,50	Second six months of experience	331,50
Daarna die loon voorgeskryf in (a), d.w.s.	382,00	Thereafter, the wage specified in (a), i.e.	382,00
Werknemer graad A:		Grade A employee:	
(a) Gekwalifiseer	233,50	(a) Qualified	233,50
(b) Leerling:		(b) Learner:	
Eerste jaar		First year	
Eerste ses maande ondervinding	162,00	First six months of experience	162,00
Tweede ses maande ondervinding	174,50	Second six months of experience	174,50
Tweede jaar		Second year	
Eerste ses maande ondervinding	186,00	First six months of experience	186,00
Tweede ses maande ondervinding	198,50	Second six months of experience	198,50
Derde jaar		Third year	
Eerste ses maande ondervinding	212,00	First six months of experience	212,00
Daarna die loon voorgeskryf in (a), d.w.s.	233,50	Thereafter, the wage specified in (a), i.e.	233,50
Werknemer graad B:		Grade B employee:	
(a) Gekwalifiseer	196,00	(a) Qualified	196,00
(b) Leerling:		(b) Learner:	
Eerste jaar		First year	
Eerste ses maande ondervinding	158,50	First six months of experience	158,50
Tweede ses maande ondervinding	167,50	Second six months of experience	167,50
Tweede jaar		Second year	
Eerste ses maande ondervinding	176,50	First six months of experience	176,50
Daarna die loon voorgeskryf in (a), d.w.s.	196,00	Thereafter, the wage specified in (a), e.i.	196,00
(c) Indien bevorder tot werknemer graad A:		(c) If advanced to Grade A employee:	
Eerste ses maande na datum van bevordering ..	196,00	First six months for date of advancement	196,00
Tweede ses maande na datum van bevordering ..	198,50	Second six months from date of advancement ..	198,50
Derde ses maande na datum van bevordering ..	212,00	Third six months from date of advancement	212,00
Daarna die loon vir 'n gekwalifiseerde werknemer graad A voorgeskryf, d.w.s.	233,50	Thereafter, the wage specified for qualified Grade A employee, i.e.	233,50
Werknemer graad C:		Grade C employee:	
(a) Gekwalifiseer	174,00	(a) Qualified	174,00
(b) Leerling:		(b) Learner:	
Eerste jaar		First year	
Eerste ses maande ondervinding	155,00	First six months of experience	155,00
Tweede ses maande ondervinding	160,50	Second six months of experience	160,50
Daarna die loon voorgeskryf in (a), d.w.s.	174,00	Thereafter, the wage specified in (a), e.i.	174,00
(c) Indien bevorder tot werknemer graad B:		(c) If advanced to Grade B employee:	
Eerste ses maande na datum van bevordering ..	174,00	First six months from date of advancement	174,00
Tweede ses maande na datum van bevordering ..	176,50	Second six months from date of advancement ..	176,50
Daarna die loon vir 'n gekwalifiseerde werknemer graad B voorgeskryf, d.w.s.	196,00	Thereafter, the wage specified for qualified Grade B employee, i.e.	196,00
Voorparser, blokker:		Underpresser, blocker:	
(a) Gekwalifiseer	176,50	(a) Qualified	176,50
(b) Leerling:		(b) Learner:	
Eerste jaar		First year	
Eerste ses maande ondervinding	151,00	First six months of experience	151,00
Tweede ses maande ondervinding	156,50	Second six months of experience	156,50
Tweede jaar		Second year	
Eerste ses maande ondervinding	163,00	First six months of experience	163,00
Daarna die loon voorgeskryf in (a), d.w.s.	176,50	Thereafter, the wage specified in (a), e.i.	176,50
(c) Indien bevorder tot leerlingparser:		(c) If advanced to learner presser:	
Eerste ses maande na datum van bevordering ..	176,50	First six months for date of advancement	176,50
Tweede ses maande na datum van bevordering ..	212,00	Second six months from date of advancement ..	212,00
Daarna die loon vir 'n gekwalifiseerde werknemer graad A voorgeskryf, d.w.s.	233,50	Thereafter, the wage specified for qualified Grade A employee, i.e.	233,50

(355)

	Loon per week
Deel C: Klerke	R
Klerk:	
(a) Gekwalifiseer	258,00
(b) Leerling:	
Eerste jaar ondervinding	187,50
Tweede jaar ondervinding	206,00
Derde jaar	
Eerste ses maande ondervinding	225,50
Daarna die loon voorgeskryf in (a), d.w.s	258,00
Fabrieksklerk:	
(a) Gekwalifiseer	191,00
(b) Leerling:	
Eerste jaar ondervinding	150,50
Tweede jaar ondervinding	161,50
Derde jaar	
Eerste ses maande ondervinding	174,00
Daarna die loon voorgeskryf in (a), d.w.s	191,00
Deel D: Algemeen	
Ketelbediener	180,50
Versendingsverpakker	186,50
Algemene werker	173,50
Arbeider	176,50
Drywer van motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of -waens wat deur sodanige voertuig getrek word—	
onder 2 720 kg is	196,50
2 720 kg en meer is	225,00
Toesighouer, gehaltebeheerder en instrukteur	240,00
Handelsreisiger se drywer	196,50
Wag of opsigter, wie se normale werkure—	
(a) minder as 60 uur per week is	203,50
(b) 60 uur per week is	214,00".

(2) In subklousule (10) vervang die uitdrukking "R. 2328 van 27 Oktober 1989" deur die uitdrukking "R. 2087 van 31 Augustus 1990".

6. KLOUSULE 26: SIEKEFONDS

(1) In subklousule (4) vervang paragrawe (a), (b) en (c) deur die volgende:

"(a) Vir die doel van sodanige Fonds moet elke werkgewer, behoudens subklousule (13), elke week van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word en wat gedurende 'n week gewerk het, afgesien van die tyd aldus gewerk (hierna 'n 'bydraer' genoem), die volgende bedrag aftrek:

Groep 1: In die geval van 'n bydraer wat 'n loon van minder as R205,00 per week ontvang: R3,70;

Groep 2: In die geval van 'n bydraer wat 'n loon van R205,00 per week en meer ontvang: R4,70.

(b) **Werkgewer se bydrae:** 'n Werkgewer moet elke week ten opsigte van elke bydraer van wie se loon 'n aftrekking ingevolge (a) hierbo gemaak moet word, 'n gelyke bedrag bydra.

(c) Die totale bedrag wat die werkgewer se bydrae en die bydraer se bydrae verteenwoordig, moet maandeliks deur die werkgewer aangestuur word aan die Sekretaris van die Raad in die vorm van Aanhangsel G van hierdie Ooreenkoms en werk voor of op die 14de dag van elke maand wat volg op die maand waarop genoemde bydraes betrekking het."

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

"(h) Die werkgewer moet die Fonds elke week in kennis stel, volgens die voorskrif vervat in klousule 16 (4) van hierdie Ooreenkoms, van elke bydraer wat sonder besoldiging vier of meer agtereenvolgende betaalweke afwesig was."

	Wage per week
Part C: Clerical Employees	R
Clerk:	
(a) Qualified	258,00
(b) Learner:	
First year of experience	187,50
Second year of experience	206,00
Third year	
First six months of experience	225,50
Thereafter, the wage specified in (a), i.e.	258,00
Factory clerk:	
(a) Qualified	191,00
(b) Learner:	
First year of experience	150,50
Second year of experience	161,50
Third year	
First six months of experience	174,00
Thereafter, the wage specified in (a), i.e.	191,00
Part D: General	
Boiler attendant	180,50
Despatch packer	186,50
General worker	173,50
Labourer	176,50
Motor vehicle driver of a vehicle the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle is as follows:	
Under 2 720 kg	196,50
2 720 kg and over	225,00
Supervisor, quality controller and instructor	240,00
Traveller's driver	196,50
Watchman or caretaker whose ordinary hours of work are—	
(a) Less than 60 hours per week	203,50
(b) 60 hours per week	214,00".

(2) In subclause (10) substitute the expression "R. 2087 of 31 August 1990" for the expression "R. 2328 of 27 October 1989".

6. CLAUSE 26: SICK FUND

(1) In subclause (4), substitute the following for paragraphs (a), (b) and (c):

"(a) For the purpose of such Fund, every employer shall, save as provided in subclause (13), each week deduct from the wages of each of his employees for whom minimum wages are prescribed in this Agreement and who has worked during any week, irrespective of the time so worked (hereinafter referred to as 'contributor') the following amount:

Group 1: In the case of a contributor earning a wage of less than R205,00 per week: R3,70;

Group 2: In the case of contributor earning a wage of R205,00 per week and more: R4,70.

(b) **Employer's contribution:** An employer shall each week in respect of each contributor from whose wages deductions are due in terms of (a) above, contribute an equal amount.

(c) The total sum representing the employer's contributions and the contributor's contributions shall be forwarded monthly by the employer, but not later than the 14th day of each month following the month to which such contributions relate, in the forms of Annexure G to this Agreement, to the Secretary of the Council."

(2) Substitute the following for subclause (4) (h):

"(h) The employer shall each week notify the Fund of all contributors who have been absent without pay for four or more consecutive pay weeks in the manner prescribed in clause 16 (4) of this Agreement."

(3) Voeg die volgende by subklousule (5):

"(c) Kraamvoordele:

(i) 'n Afsonderlike kraamvoordeelrekening word ingestel waaruit alle kraamvoordeelbetalings gemaak moet word.

(ii) Die kraamvoordeelrekening moet soos volg gefinansier word:

(aa) 'n Gedeelte van die totale Siekefondsbydraes moet in die kraamvoordeelrekening inbetaal word.

(bb) Die gedeelte wat in die kraamvoordeelrekening inbetaal word, verteenwoordig gelyke bydraes van die werkgever en bydraer teen 'n koers van 35c elk per week.

(iii) Behoudens die bepalinge van hierdie Ooreenkoms is 'n vroulike bydraer wat—

(aa) deurlopend bydraes tot die Siekefonds gemaak het vir minstens twee jaar; en

(bb) deurlopend in die Nywerheid in diens was vir minstens twee jaar;

op die datum waarop sy ophou werk as gevolg van haar swangerskap, geregtig op die kraamvoordeelbetaling soos bepaal in paragraaf (v) hieronder.

(iv) Vir die toepassing van hierdie subklousule word niebydraende tydperke as gevolg van siekte en/of korttyd beskou as bydraende tydperke.

(v) 'n Werknemer wat geregtig is op die kraamvoordeel, ontvang 'n enkelbedragbetaling van die kraamvoordeelrekening gelyk aan 25% van sodanige werknemer se weeklikse loon ten tyde van diensstaking vanweë haar swangerskap, vermenigvuldig met 13: Met dien verstande dat geen sodanige betaling aan die werknemer gemaak moet word—

(aa) vroeër as vier weke voor die verwagte datum van haar bevalling nie, en die verwagte datum van bevalling moet vasgestel word deur 'n resente mediese sertifikaat geteken deur 'n mediese praktisyn waarop die aantal weke swangerskap en die verwagte datum van die bevalling aangedui word; of

(bb) in die geval van 'n vroeggebore baba wat lewendig is by geboorte nie, tensy sy 'n geboortesertifikaat verstrek; of

(cc) ten opsigte van 'n miskraam, aborsie of doodgebore baba gedurende die eerste 35 weke van swangerskap nie; of

(dd) indien haar diens beëindig word vroeër as die 22ste week van haar swangerskap nie; of

(ee) indien die werknemer te sterwe kom voordat sy die voordeel opeis wat haar toekom ingevolge hierdie subklousule, tot tyd en wyl die Meester van die Hooggeregshof besluit het aan wie die voordeel betaal moet word nie."

(4) Hernommer die bestaande subklousule "(15)" om te lui "(16)".

(5) Voeg die volgende nuwe subklousule (15) in:

"(15) Die Komitee moet van tyd tot tyd besluit oor die vorm en wyse waarop eise ingestel en voordele betaal moet word ingevolge hierdie klousule."

7. KLOUSULE 30: KRAAMVERLOF

Vervang hierdie klousule deur die volgende:

"30. KRAAMVERLOF

(1) Behoudens die bepalinge van hierdie Ooreenkoms is 'n vroulike werknemer—

(a) wat deurlopend minstens twee jaar vir dieselfde werkgever gewerk het; en

(b) wie se werkgever deurlopend minstens twee jaar by die Raad geregistreer was;

tot en met die datum van aanvang van haar kraamverlof, geregtig op kraamverlof van hoogstens ses maande vir elke swangerskap.

(3) Add the following to subclause (5):

"(c) Maternity benefits:

(i) A separate maternity benefit account shall be established from which all maternity benefit payments shall be made.

(ii) The maternity benefit account shall be financed as follows:

(aa) A portion of the total Sick Fund contributions shall be paid into the maternity benefit account.

(bb) The portion to be paid to the maternity benefit account shall be equal contributions from the employer and the contributor at the rate of 35c per week each.

(iii) Subject to the provisions of this Agreement a female contributor who—

(aa) has continuously contributed to the Sick Fund for no less than two years; and

(bb) has continuously been employed in the Industry for no less than two years;

as at the date of ceasing employment because of her pregnancy shall be entitled to the maternity benefits set out in paragraph (v) below.

(iv) For purposes of this subclause non-contributing periods owing to illness and/or short time shall be deemed as periods of contribution.

(v) Any employee who is entitled to maternity benefits shall receive a lump sum payment from the maternity benefit account equal to 25% of such employee's weekly wage earned at the time of ceasing employment because of her pregnancy, multiplied by 13: Provided that no such payment shall be made to the employee—

(aa) earlier than 4 weeks prior to the expected date of her confinement; the expected date of her confinement shall be determined by a recent medical certificate signed by a medical practitioner indicating the number of weeks of pregnancy and the expected date of confinement; or

(bb) in the event a prematurely born child which is alive at birth, unless she produces a birth certificate; or

(cc) in respect of a miscarriage, abortion or still-born child that occurs during the first 35 weeks of pregnancy; or

(dd) if her employment terminates prior to the 22nd week of pregnancy; or

(ee) if the employee dies prior to claiming the benefit due to her in terms of this subclause, until such time as the Master of the Supreme Court has decided to whom such benefit should be paid."

(4) Renumber subclause "(15)" to read "(16)".

(5) Insert the following new subclause (15):

"(15) The Committee shall decide from time to time on the form and manner in which claims shall be lodged and benefits paid in terms of this clause."

7. CLAUSE 30: MATERNITY LEAVE

Substitute the following for this clause:

"30. MATERNITY LEAVE

(1) Subject to the provisions of this Agreement a female employee who—

(a) has continuously worked for the same employer for no less than two years; and

(b) whose employer has been continuously registered with the Council for no less than two years;

as and at the date of commencing her maternity leave shall be entitled to maternity leave not exceeding six months for any one pregnancy.



(2) Alle regte en pligte wat die werkgewer en die werknemer het ingevolge die dienskontrak, moet opgeskort word gedurende die tydperk van kraamverlof en die werknemer ontvang geen voordeel gedurende hierdie tydperk nie, behalwe dat—

(a) indien sy voldoen het aan subklousule (3) (a), (b), (c) en (d) hieronder, haar diens as ononderbroke beskou moet word;

(b) die werkgewer voorts—in die geval van 'n bydraer tot die Siekefonds, alle bydraes tot die Siekefonds soos bepaal in die Ooreenkoms vir die Plattelandse Gebiede van die Raad, gepubliseer by Goewermementskennisgewing No. R. 1375 van 1 Julie 1983, en in die geval van 'n bydraer tot die Voorsorgfonds alle bydraes tot die Voorsorgfonds soos bepaal in die Voorsorgfondsooreenkoms, gepubliseer by Goewermementskennisgewing No. R. 678 van 31 Maart 1983, of ingevolge die ooreenstemmende bepalinge van alle wysigings van genoemde Ooreenkomste—moet betaal ten opsigte van homself en die werknemer wat met kraamverlof is, terwyl die werknemer met sodanige verlof is en totdat—

(i) die werknemer die bepalinge van hierdie Ooreenkoms verbreek deur te versuim om haar werkgewer in kennis te stel van die voorgenome datum van haar terugkeer na haar werk soos bepaal in subklousule (3) (b) hieronder, tensy goeie rede aangevoer word vir versuim in dié verband; of

(ii) die werknemer die bepalinge van hierdie Ooreenkoms verbreek deur te versuim om na haar werk terug te keer op die datum soos bepaal in subklousule (3) (a) en (b) hieronder, tensy goeie rede aangevoer word vir versuim in dié verband; of

(iii) die werknemer na haar werk terugkeer; wat ook al eerste gebeur.

(3) By verstryking van die tydperk van kraamverlof is die werknemer geregtig om werk te hervat in 'n identiese of soortgelyke betrekking, maar een wat nie minder gunstig is nie as die een wat sy bekleed het voordat sy kraamverlof geneem het. Hierdie verpligting wat op die werkgewer rus om die werknemer weer in diens te neem, is onderworpe daaraan en op voorwaarde dat die werknemer aan die volgende voldoen het:

(a) Deur die vorm voorgeskryf in Aanhangsel N van hierdie Ooreenkoms minstens een maand voor die datum waarop sy met kraamverlof gaan, in te vul: Met dien verstande dat hierdie vereiste nie van toepassing is in die geval van 'n werknemer wat vroeër as verwag as gevolg van mediese redes moet ophou werk nie; en

(b) deur haar werkgewer minstens vier weke vooraf in kennis te stel van die datum waarop sy van plan is om na haar werk terug te keer deur die vorm voorgeskryf in Aanhangsel O van hierdie Ooreenkoms in te vul of deur enige ander skriftelike kennisgewing, en die vorm of kennisgewing per geregistreerde pos aan die werkgewer te stuur of deur die vorm of kennisgewing af te lewer of te laat aflewer aan 'n verantwoordelike beampte van haar werkgewer en 'n skriftelike erkenning van ontvangs daarvoor te verkry; en

(c) deur terug te keer na haar werk en haar gewone pligte te hervat op die datum bepaal in Aanhangsel N, of deur goeie rede te verstrek waarom dit nie moontlik was om op die bepaalde datum terug te keer nie; en

(d) deur haar kraamverlof nie vroeër nie as op 22 weke swangerskap te begin en terug te keer na haar werk binne die tydperk van ses maande of, indien die kraamverloftydperk gedurende die werkgewer se jaarlikse verloftydperk verstryk, of waar die datum van terugkeer op 'n openbare vakansiedag val, deur na haar werk terug te keer op die eerste werkdag na die jaarlikse verloftydperk of die openbare vakansiedag.

(4) Behoudens die bepalinge van hierdie Ooreenkoms mag geen werkgewer van 'n vroulike werknemer vereis of haar toelaat om te werk gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling 'n aanvang neem en wat agt weke na die datum van haar bevalling verstryk nie.

(2) During the period of maternity leave all the rights and obligations that the employee and the employer may have under the employment contract shall be suspended and no benefit shall accrue to the employee during this period except that—

(a) provided she has complied with subclause (3) (a), (b), (c) and (d) hereunder, her service will be regarded as uninterrupted;

(b) the employer shall continue to pay—in the case of a Sick Fund contributor, all Sick Fund contributions as provided for in the Agreement for the Country Areas of the Council, published under Government Notice No. R. 1375 of 1 July 1983, and, in the case of a Provident Fund contributor, all Provident Fund contributions as provided for in the Provident Fund Agreement, published under Government Notice No. R. 678 of 31 March 1983, or the corresponding provisions of any amendments to such Agreements—in respect of himself and of any employee on maternity leave while such employee is on such leave and until—

(i) the employee breaches the provisions of this Agreement by failing to notify her employer of her intended date of return to work as provided for in subclause (3) (b) below, unless good cause for such failure is shown; or

(ii) the employee breaches the provisions of this Agreement by failing to return work on the date as provided for in subclause (3) (a) and (b) below, unless good cause for such failure is shown; or

(iii) the employee return to work; whichever occurs first.

(3) At the end of the period of maternity leave the employee shall be entitled to resume her work in a position identical or similar, but not less favourable, to the one which she held prior to her taking maternity leave. This obligation on the employer to re-engage the employee is subject to and conditional upon the employee having complied with the following:

(a) By completing a form identical to Annexure N to this Agreement at least one month before the date of commencement of her maternity leave: Provided that this requirement shall not apply in the event of the employee having to stop work owing to medical reasons, earlier than anticipated; and

(b) by notifying her employer at least four weeks prior to her intended date of return to work of her intention to so return to work by completing a form identical to Annexure O of this Agreement, or by any other written notice, and forwarding such form or notice to her employer by registered mail or by delivering such notice or form to a responsible officer of the employer and obtaining a written acknowledgment of receipt therefor; and

(c) by returning to work and resuming her normal duties on the date stipulated in Annexure N or by showing good cause why it was not possible to return to work on the stipulated date; and

(d) by commencing her maternity leave not earlier than at 22 weeks of pregnancy and returning to work within the six month period or, where the maternity leave period expires during the employer's annual leave period or the return day falls on a public holiday, by returning to work on the first working day after the annual leave period or the public holiday.

(4) Subject to the provisions of this Agreement, no employer shall require or permit any female employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement.

(5) 'n Werkgewer is geregtig om 'n pos te vul wat vakant geraak het as gevolg van 'n werknemer wat met kraamverlof is, deur 'n ander persoon in diens te neem op 'n vastetermynkontrakgrondslag totdat die werknemer wat met kraamverlof is na haar werk terugkeer. Die vastetermynkontrak moet die voorskrifte bevat soos uiteengesit in Aanhangel P van hierdie Ooreenkoms en moet onderteken word deur die werkgewer en die werknemer wat ingevolge dié vastetermynkontrak in diens geneem word. Laasgenoemde moet besoldig word volgens die skaal voorgeskryf in hierdie Ooreenkoms vir die klas werk waarvoor hy in diens geneem is.

(6) Ofskoon die dienskontrak van 'n werknemer beëindig kan word indien sy versuim om te voldoen aan die bepalings van subklousule (3) (a), (b), (c) en (d) hierbo, verander sodanige diensbeëindiging geensins die tydelike aard van die dienskontrak van enige ander werknemer wat in haar plek in diens geneem is nie."

8. KLOUSULE 33: WERKWINKELVERTEENWOORDIGERS

(1) Vervang subklousule (3) deur die volgende:

"(3) Werkwinkelverteenwoordigers wat deur 'n werkgewer erken word, is geregtig op drie dae betaalde verlof per jaar met die doel om opleidingskursusse vir werkwinkelverteenwoordigers by te woon waar genoemde bywoning binne gewone werkure val. Met dien verstande dat 'n sinopsis van elke sodanige opleidingskursus by die werkgewersorganisasies ingedien is."

(2) Voeg die volgende nuwe subklousule (4) in:

"(4) Benewens die verlof in (3) hierbo toegestaan, is die werkwinkelverteenwoordigers wat deur 'n werkgewer erken word, geregtig op en het hulle toegang tot addisionele betaalde verlof om aan vakverenigingverpligtinge te wy. Die betaalde verlof hiervolgens word bereken teen drie dae per jaar per werkwinkelverteenwoordiger wat deur 'n werkgewer erken word. Die addisionele verlof aldus bereken ingevolge hierdie subklousule moet by elke bedryfsinrigting gepoel word en die werkwinkelverteenwoordigers wat deur 'n werkgewer erken word, is geregtig om die gepoelde addisionele verlof te gebruik vir en toe te wys aan vakverenigingverpligtinge op enige wyse wat die vakvereniging goed ag."

9. AANHANGSEL G

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

Namens die partye op hede die 30ste dag van Januarie 1992 te Soutrivier onderteken.

W. F. ALEXANDER,
Voorsitter van die Raad.

C. E. McCARTHY,
Ondervoorsitter van die Raad.

J. N. VAUGHAN,
Sekretaris van die Raad.

(5) An employer shall be entitled to fill a position which has become vacant owing to an employee having gone on maternity leave by employing another person on a fixed-term contract until the return of the employee from maternity leave. The fixed-term contract shall contain the provisions set out in Annexure P to this Agreement and shall be signed by both the employer and the employee employed on a fixed-term contract. The latter shall be remunerated at the wage prescribed in this Agreement for the class in which he is employed.

(6) Although the contract of employment of an employee may be terminated if she fails to comply with the provisions of subclause (3) (a), (b), (c) and (d) above, such termination shall not in any way whatsoever change the temporary nature of the fixed-term contract of employment of any other employee who may have been employed to fill her position."

8. CLAUSE 33: SHOP STEWARDS

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

"(3) Shop stewards recognised by an employer shall be entitled to three days' paid leave per annum to attend shop steward training courses when such attendance falls within normal working hours, provided an outline of each such training course has been lodged with the employers' organisations."

(2) Insert the following new subclause (4):

"(4) In addition to the leave granted in (3) above, shop stewards recognised by an employer shall be eligible for and have access to further paid leave to attend to trade union duties. The paid leave in terms hereof shall be calculated at three days per annum per shop steward recognised by an employer. At each establishment the additional leave generated in terms of this subclause shall be pooled and shop stewards recognised by an employer shall be entitled to use and allocate the additional leave so pooled to attend to trade union duties in any manner that the trade union deems fit."

9. ANNEXURE G

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

Signed at Salt River, on behalf of the parties, this 30th day of January 1992.

W. F. ALEXANDER,
Chairman of the Council.

C. E. McCARTHY,
Vice-Chairman of the Council.

J. N. VAUGHAN,
Secretary of the Council.

DEPARTEMENT VAN MANNEKRAG

No. R. 2688

25 September 1992

WET OP ARBEIDSVERHOUDINGE, 1956**ELEKTROTEGNIËSE AANNEMINGSNYWERHEID, TRANSVAAL: 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 Wysigings-ooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd die vervat in klousules 1 (1) (a) en 3 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir alle ander werkgewers en werknemers as die genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE**NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE AANNEMINGSNYWERHEID****OOREENKOMS**

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

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

en die

Metal and Electrical Workers' Union of South Africa

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

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

tot wysiging van die Ooreenkoms, gepubliseer by Goewermentskennisgewing No. R. 1189 van 24 Mei 1991 (hierna die "Herbektigingsooreenkoms" genoem), soos hernieu en gewysig by Goewermentskennisgewings Nos. R. 1743 van 2 Augustus 1991, R. 2412 van 4 Oktober 1991, R. 3 van 3 Januarie 1992 en R. 1963 van 10 Julie 1992.

DEPARTMENT OF MANPOWER

No. R. 2688

25 September 1992

LABOUR RELATIONS ACT, 1956**ELECTRICAL CONTRACTING INDUSTRY, TRANSVAAL: AMENDMENT OF MAIN AGREEMENT**

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING INDUSTRY****AGREEMENT**

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

Electrical Contractor's Association (South Africa)

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

South African Electrical Workers' Association

and the

Metal and Electrical Workers' Union of South Africa

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

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

to amend the Agreement published under Government Notice No. R. 1189 of 24 May 1991 (hereinafter referred to as the "Re-enacting Agreement"), as renewed and amended by Government Notices Nos. R. 1743 of 2 August 1991, R. 2412 of 4 October 1991, R. 3 of 3 January 1992 and R. 1963 of 10 July 1992.

DEEL I**ALGEMENE VOORWAARDES WAT DEURGAANS OP HIERDIE OOREENKOMS VAN TOEPASSING IS****1. GEBIED EN TOEPASSINGSBESTEK**

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

- (a) wat lede is van onderskeidelik die werkgewersorganisasie en die vakverenigings; en
- (b) wat betrokke is by of werksaam is in die Nywerheid in die provinsie Transvaal; en
- (c) in die landdrostdistrikte Bloemfontein en Sasolburg.

(2) Ondanks subklousule (1) is die Ooreenkoms van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes of kennisgewings wat daarkragtens voorgeskryf of bestel is nie.

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

2. ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtigingsooreenkoms deur die volgende:

"4. ALGEMENE BEPALINGS

Klousules 3 tot en met 8 (2) (a) (vi), 8 (2) (b) tot met 14, 15 (2) tot en met 17, 19 tot en met 33, 37 (1) en (2), 38 tot en met 40 van Deel I en klousules 1 tot en met 5 van Deel II van die Vorige Ooreenkoms, soos van tyd tot tyd gewysig, herbekragtig, verleng en/of hersien, is van toepassing op werkgewers en werknemers."

3. KLOUSULE 18: LEDEGELD VIR VAKVERENIGINGS EN WERKGEWERSORGANISASIEHEFFING

(1) Voeg die volgende aan die einde van subklousule (1) by:

"Met dien verstande dat indien 'n drywer, Elkonop 1 of arbeider lid word van een van die vakverenigings wat 'n party is by die Raad, en hy 'n ondertekende aftrekorder-vorm by sy werkgewer indien, moet sodanige werkgewer elke week, met inbegrip van enige tydperk wat die werknemer met verlof is, die bedrag van die ledegeld aan die vakvereniging betaalbaar van sodanige werknemer se loon aftrek en die bedrag aldus afgetrek, saam met die vorm deur die Raad voorgeskryf, aan die Sekretaris van die Raad stuur en wel voor of op die 15de dag van elke maand wat volg op die maand ten opsigte waarvan die bedrag afgetrek is."

(2) In subklousule (3), vervang die uitdrukking "Die S.A. Electrical Workers' Association" deur die uitdrukking "Die toepaslike vakvereniging".

DEEL II**4. KLOUSULE 4: OPGAWE VAN LONE EN VERDIENSTE**

Vervang hierdie klousule deur die volgende:

"4. OPGAWE VAN LONE EN/OF VERDIENSTE

Geen laer lone as die onderstaande mag deur 'n werkgewer betaal of deur 'n werknemer aanvaar word nie:

PART I**(355)****GENERAL CONDITIONS APPLICABLE THROUGHOUT THIS AGREEMENT****1. AREA AND SCOPE OF APPLICATION**

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

- (a) who are members of the employers' organisation and the trade unions, respectively; and
- (b) who are engaged or employed in the Industry in the Province of the Transvaal; and
- (c) in the Magisterial Districts of Bloemfontein and Sasolburg.

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

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

2. GENERAL PROVISIONS

Substitute the following for clause 4 of the Re-enacting Agreement:

"4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 8 (2) (a) (vi), inclusive, 8 (2) (b) to 14, inclusive, 15 (2) to 17, inclusive, 19 to 33, inclusive, 37 (1) and (2), 38 to 40, inclusive, of Part I and clauses 1 to 5, inclusive, of Part II of the Former Agreement, as amended, re-enacted, extended and/or renewed from time to time shall apply to employers and employees."

3. CLAUSE 18: TRADE UNION SUBSCRIPTIONS AND EMPLOYERS' ORGANISATION LEVY

(1) Add the following at the end of subclause (1):

"Provided that should a driver, Elkonop 1 or labourer become a member of one of the party trade unions and submit a signed stop order form to his employer, such employer shall deduct the amount of the subscription payable to the trade union from such employee's wages each week, including any period the employee is on leave, and forward the amount so deducted, together with the form prescribed by the Council, to the Secretary of the Council not later than the 15th day of each month following that in respect of which the deductions were made."

(2) In subclause (3) substitute the expression "The appropriate trade union" for the expression "The South African Electrical Workers' Association."

PART II**4. CLAUSE 4: SCHEDULE OF WAGES AND/OR EARNINGS**

Substitute the following for this clause:

"4. SCHEDULE OF WAGES AND/OR EARNINGS

No employer shall pay and no employee shall accept wages at rates lower than the following:

	Gebied A	Gebied B	Gebied C
	Per uur	Per uur	Per uur
	Sent	Sent	Sent
Meester-elektrisiën	1 623	1 379	1 298
Elektrisiën en ambagsman	1 399	1 189	1 120
Elkonop 3	1 018	865	813
Elkonop 2	864	734	691
Elkonop 1	532	452	427
Drywer van 'n voertuig waar- van die onbelaste massa—			
(a) hoogstens 3 500 kg is...	585	497	468
(b) van 3 501 kg tot 9 000 kg is	692	589	554
(c) 9 001 kg en meer is.....	769	653	615
Arbeider.....	459	389	367"

Soos gemagtig, vir en namens die partye by die Raad, op die 19de dag van Mei 1992 te Johannesburg onderteken.

B. NICHOLSON,
Voorsitter.

J. C. BAKER,
Ondervoorsitter.

G. R. J. STRYDOM,
Sekretaris.
(25 September 1992)

	Area A	Area B	Area C
	Per hour	Per hour	Per hour
	Cents	Cents	Cents
Master electrician	1 623	1 379	1 298
Electrician and artisan	1 399	1 189	1 120
Elkonop 3	1 018	865	813
Elkonop 2	864	734	691
Elkonop 1	532	452	427
Driver of a vehicle, the unladen mass of which is—			
(a) up to 3 500 kg	585	497	468
(b) from 3 501 kg to 9 000 kg	692	589	554
(c) 9 001 kg and over	769	653	615
Labourer	459	389	367"

Signed at Johannesburg, as authorised, for and on behalf of the parties to the Council, this 19th day of May 1992.

B. NICHOLSON,
Chairman.

J. C. BAKER,
Vice-Chairman.

G. R. J. STRYDOM,
Secretary.
(25 September 1992)

No. R. 2689

25 September 1992

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIËSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP): WYSIGING VAN OOREENKOMS VIR DIE ELEKTROTEGNIËSE AANNEMINGSEKSIE

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 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van 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 30 Junie 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.

No. R. 2689

25 September 1992

LABOUR RELATIONS ACT, 1956

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE): AMENDMENT OF AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

BYLAE**NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIJSE AANNEMINGS-EN-BEDIENINGSNYWERHEID (KAAP)****OOREENKOMS VIR DIE AANNEMINGSEKSIE**

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

Electrical Contractors' Association (South Africa)

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

Amalgamated Engineering Union of South Africa,**Metal and Electrical Workers Union of South Africa**

en

South African Electrical Workers' Association

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Aannemings-en-bediensnywerheid (Kaap),

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 971 van 13 Mei 1983, soos verleng en gewysig by Goewermentskennisgewings R. 70 van 13 Januarie 1984, R. 1284 en R. 1285 van 29 Junie 1984, R. 1364 en R. 1365 van 21 Junie 1985, R. 1339 en R. 1340 van 27 Junie 1986, R. 2453 en R. 2454 van 30 Oktober 1987, R. 806 en R. 807 van 21 April 1989, R. 727 en R. 728 van 30 Maart 1990, R. 1637 van 13 Julie 1990, R. 2406 van 12 Oktober 1990, R. 2778 van 22 November 1991, en R. 2072 van 24 Julie 1992.

DEEL I**1. TOEPASSINGSBESTEK**

(1) Hierdie Ooreenkoms moet in die Elektrotegniese Aannemings-en-bediensnywerheid (Kaap) nagekom word—

- (a) deur alle werkgewers en werknemers wat lede van onderskeidelik die werkgewersorganisasie en die vakverenigings is;
- (b) in die landdrostdistrikte Die Kaap, Wynberg [met inbegrip van die gedeelte van die landdrostdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermentskennisgewing 173 van 9 Februarie 1973) binne die landdrostdistrik Wynberg geval het], Simonstad, Goodwood en Bellville; in die gedeeltes van die landdrostdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermentskennisgewings 171 van 8 Februarie 1957 en 283 van 2 Maart 1962 binne die landdrostdistrik Bellville geval het en in die gedeelte van die landdrostdistrik Kuilsrivier wat voor die publikasie van Goewermentskennisgewing 661 van 19 April 1974 binne die landdrostdistrik Stellenbosch geval het maar wat voor 2 Maart 1962 binne die landdrostdistrik Bellville geval het en in die gedeelte van die landdrostdistrik Kuilsrivier wat voor die publikasie van Goewermentskennisgewing 1683 van 7 Augustus 1987 binne die landdrostdistrik Bellville geval het.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes of kennisgewings wat daarkragtens voorgeskryf of bestel is nie.

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

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SCHEDULE**INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE)****AGREEMENT FOR THE CONTRACTING SECTION**

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

Electrical Contractors' Association (South Africa)

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

Amalgamated Engineering Union of South Africa,**Metal and Electrical Workers Union of South Africa**

and

South African Electrical Workers' Association

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

being the parties to the Industrial Council for the Electrical Contracting and Servicing Industry (Cape),

to amend the Agreement published under Government Notice R. 971 of 13 May 1983, as extended and amended by Government Notice R. 70 of 13 January 1984, R. 1284 and R. 1285 of 29 June 1984, R. 1364 and R. 1365 of 21 June 1985, R. 1339 and R. 1340 of 27 June 1986, R. 2453 and R. 2454 of 30 October 1987, R. 806 and R. 807 of 21 April 1989, R. 727 and R. 728 of 30 March 1990, R. 1637 of 13 July 1990, R. 2406 of 12 October 1990, R. 2778 of 22 November 1991, and R. 2072 of 24 July 1992.

PART I**1. SCOPE OF APPLICATION**

(1) The terms of this Agreement shall be observed in the Electrical Contracting and Servicing Industry (Cape)—

- (a) by all employers and employees who are members of the employers' organisation and the trade unions respectively;
- (b) in the Magisterial Districts of The Cape, Wynberg [including that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial District of Wynberg], Simon's Town, Goodwood and Bellville; in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which prior to the publication of Government Notice 1683 of 7 August 1987 fell within the Magisterial District of Bellville.

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

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

2. KLOUSULE 19. ELEKTROTEGNIËSE ONTWIKKELINGS- EN OPLEIDINGSFONDS VAN DIE ELEKTROTEGNIËSE AANNEMINGSNYWERHEID—

In subklousule (1), vervang die uitdrukking "R2,00" deur die uitdrukking "R2,50".

DEEL II

3. KLOUSULE 4: OPGAWE VAN LONE EN VERDIENSTES

Vervang die bestaande loontabel deur die volgende:

	"Loon per uur R
Meester-elektrisiën.....	15,88
Elektrisiën en ambagsman	13,03
Elkonop 3	9,73
Elkonop 2	9,21
Elkonop 1	6,18
Arbeider.....	5,06
Drywer van 'n voertuig waarvan die onbelaste massa—	
(a) hoogstens 3 500 kg is.....	5,47
(b) van 3 501 kg tot 9 000 kg is.....	6,18
(c) 9 001 kg en meer is.....	7,04".

Soos gemagtig, vir en namens die partye by die Raad, op hede die 11de dag van Junie 1992, te Kaapstad onderteken.

M. MILLER,

Voorsitter van die Raad.

M. BENNETT,

Ondervoorsitter van die Raad.

G. J. J. VAN DER MERWE,

Sekretaris van die Raad.

No. R. 2698

25 September 1992

WET OP ARBEIDSVERHOUDINGE, 1956

BESKUITNYWERHEID VAN SUID-AFRIKA: HERNUWING VAN OOREENKOMS

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. 2047 van 7 Oktober 1988, R. 2758 van 15 Desember 1989, R. 1877 van 10 Augustus 1990 en R. 1600 van 5 Julie 1991, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1993 eindig.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

No. R. 2699

25 September 1992

WET OP ARBEIDSVERHOUDINGE, 1956

BESKUITNYWERHEID VAN SUID-AFRIKA: WYSIGING VAN OOREENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming,

2. CLAUSE 19. ELECTRICAL DEVELOPMENT AND TRAINING FUND FOR THE ELECTRICAL CONTRACTING INDUSTRY—

In subclause (1) substitute the expression "R2,50" for the expression "R2,00".

PART II

3. CLAUSE 4: SCHEDULE OF WAGES AND/OR EARNINGS

Substitute the following for the existing table of wages:

	"Rate per hour R
Master electrician	15,88
Electrician and artisan	13,03
Elkonop 3	9,73
Elkonop 2	9,21
Elkonop 1	6,18
Labourer.....	5,06
Driver of a vehicle, the unladen weight of which is—	
(a) up to 3 500 kg	5,47
(b) from 3 501 kg to 9 000 kg.....	6,18
(c) 9 001 kg and over	7,04".

Signed at Cape Town, as authorised, for and on behalf of the parties to the Council, the 11th day of June 1992.

M. MILLER,

Chairman of the Council.

M. BENNETT,

Vice-Chairman of the Council.

G. J. J. VAN DER MERWE,

Secretary of the Council.

No. R. 2698

25 September 1992

LABOUR RELATIONS ACT, 1956

BISCUIT MANUFACTURING INDUSTRY OF SOUTH AFRICA: RENEWAL OF AGREEMENT

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 the provisions of Government Notices R. 2047 of 7 October 1988, R. 2758 of 15 December 1989, R. 1877 of 10 August 1990 and R. 1600 of 5 July 1991, to be effective from the date of publication of this notice and for the period ending 28 February 1993.

G. M. E. CARELSE,

Deputy Minister of Manpower.

No. R. 2699

25 September 1992

LABOUR RELATIONS ACT, 1956

BISCUIT MANUFACTURING INDUSTRY OF SOUTH AFRICA: AMENDMENT OF AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Under-

DEPARTEMENT VAN MANNEKRAG

No. R. 2580

11 September 1992

WET OP ARBEIDSVERHOUDINGE, 1956**BOU- EN MONUMENTKLIPMESSELNYWERHEID, BLOEMFONTEIN: 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 datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1993 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1993 eindig, bindend is vir alle ander werkgewers en werknemers as 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 BOUNYWERHEID (BLOEMFONTEIN)****OOREENKOMS**

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

Bloemfontein Master Builders' and Allied Trades Association

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

Amalgamated Union of Building Trade Workers of South Africa,

Building Industries Workers' Union

en

Blanke Bouwerkersvakbond

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Bloemfontein),

DEPARTMENT OF MANPOWER

No. R. 2580

11 September 1992

LABOUR RELATIONS ACT, 1956**BUILDING AND MONUMENTAL MASONRY INDUSTRY, BLOEMFONTEIN: AMENDMENT OF MAIN AGREEMENT**

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the date of publication of this notice and for the period ending 30 April 1993, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the date of publication of this notice and for the period ending 30 April 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (BLOEMFONTEIN)****AGREEMENT**

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

Bloemfontein Master Builders' and Allied Trades Association

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

Amalgamated Union of Building Trade Workers of South Africa,

Building Industries Workers' Union

and

White Building Workers' Union

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

being the parties to the Industrial Council for the Building Industry (Bloemfontein),

tot wysiging van die Hofooreenkoms, gepubliseer by Goewermentskennisgewing No. R. 2473 van 6 November 1987, soos gewysig en hernieu by Goewermentskennisgewings Nos. R. 1639 van 12 Augustus 1988, R. 2453 van 2 Desember 1988, R. 1458 van 7 Julie 1989, R. 1805 van 18 Augustus 1989, R. 1147 en R. 1148 van 25 Mei 1990, R. 1367 van 14 Junie 1991, R. 1797 van 2 Augustus 1991 en R. 1867 van 3 Julie 1992.

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Bou- en Monumentklipmesselnywerheid nagekom word—

(a) deur alle werkgewers wat lede is van die werkgewers-organisasie en alle werknemers wat lede is van die vakverenigings;

(b) in die landdrosdistrik Bloemfontein (met inbegrip van die gedeelte van Bloemfontein wat ingevolge Goewermentskennisgewing 1081 van 18 Mei 1990, by die distrik Botshabelo ingelyf is).

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

(a) slegs van toepassing op dié klasse werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op leerlingambagsmanne;

(b) van toepassing op vakleerlinge slegs vir sover dit nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan is of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(c) van toepassing op kwekelinge slegs vir sover dit nie met die Wet op Mannekragopleiding, 1981, of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(d) van toepassing op werkende vennote en werkende direkteurs, prinsipale en aannemers;

(e) nie van toepassing op persone wat betrokke is by die installering en/of bedrading van elektriese lig- verwarmings- of ander permanente vaste elektriese toebehore in geboue of die herstel of onderhoud van hysers in geboue wanneer sodanige werk deur 'n werkgewer onderneem word wat onder die jurisdiksie van 'n ander nywerheidsraad val nie;

(f) nie van toepassing nie op universiteitstudente en gegradueerdes in die bouwetenskap, konstruksietoetsighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding en toesighoudende personeel;

(g) nie van toepassing op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika nie;

(h) onderworpe aan die bepalings van alle vasstellings gemaak deur die Nywerheidshof met betrekking tot die Bou-nywerheid en Meubelnywerheid.

2. KLOUSULE 4—LONE

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

“(1) *Algemeen*—Geen lone wat laer is as dié hieronder genoem, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

	Sent per uur
(a) Ambagsman.....	8 68
(b) Alle ander werknemers	2 20
(c) Alle ander werknemers ses maande of langer werk- saam by dieselfde werkgewer	2 78”.

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

“(5) *Bywoningsbonus*: 'n Bywoningsbonus van 23c per uur is betaalbaar aan alle ambagsmanne en alle algemene werkers wat in 'n bepaalde week minstens 40 uur gewerk het.”.

to amend the Main Agreement published under Government Notice No. 2473 of 6 November 1987, as amended and renewed by Government Notices Nos. R. 1639 of 12 August 1988, R. 2453 of 2 December 1988, R. 1458 of 7 July 1989, R. 1805 of 18 August 1989, R. 1147 and R. 1148 of 25 May 1990, R. 1367 of 14 June 1991, R. 1797 of 2 August 1991 and R. 1867 of 3 July 1992.

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Building and Monumental Masonry Industries—

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

(b) in the Magisterial District of Bloemfontein (including that portion of Bloemfontein which in terms of Government Notice 1081 of 18 May 1990, fell within the District of Botshabelo).

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

(a) apply only to those classes of employees for whom wages are prescribed in this Agreement and to learner artisans;

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

(c) apply to trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions fixed thereunder;

(d) apply to working partners and working directors, principals and contractors;

(e) not apply to persons who are engaged in the installation and/or wiring of lighting, heating, or other permanent electrical fixtures in buildings or the repair or maintenance of lifts in buildings where such work is undertaken by an employer who falls under the jurisdiction of another industrial council;

(f) not apply to university students and graduates in building science, construction supervisors, construction surveyors and other such persons doing practical work as a part of their academic training, or to supervisory personnel;

(g) not include the Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa;

(h) be subject to the provisions of any determination by the Industrial Court in relation to the Building Industry and Furniture Industry.

2. CLAUSE 4—WAGES

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

“(1) *General*—No employer shall pay and no employee shall accept wages at rates lower than the following:

	Cents per hour
(a) Artisan.....	8 68
(b) All other employees.....	2 20
(c) All other employees in the employ of the same employer for a period of six months or longer	2 78”.

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

“(5) *Attendance bonus*: An attendance bonus of 23c per hour shall be payable to all artisans and all general workers who were employed for at least 40 hours in one specific week.”.

3. KLOUSULE 20: AANVULLENDE BESOLDIGING EN BYDRAES

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

3. CLAUSE 20: SUPPLEMENTARY REMUNERATION AND CONTRIBUTIONS ~~23~~ 355

(1) In subclause (1), substitute the following for the existing table:

"Werknemers"	Per week										
	A	B	C	D	E	F	G	H	I	J	K
Alle werknemers wat R8,68 tot en met R10,30 per uur verdien	R	R	R	R	R	R	R	R	R	R	R
Alle werknemers wat R10,31 en meer per uur verdien	28,00	48,40	1,24	19,05	0,40	0,45	0,45	4,00	—	—	101,99
Alle werknemers wat R2,20 tot en met R2,77 per uur verdien	32,60	57,60	1,24	19,60	0,40	0,45	0,45	4,00	—	—	116,34
Alle werknemers wat R2,78 tot en met R3,90 per uur verdien	8,10	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	20,30
Alle werknemers wat R3,91 tot en met R5,03 per uur verdien	10,80	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	23,00
Alle werknemers wat R5,04 tot en met R6,16 per uur verdien	14,40	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	26,60
Alle werknemers wat R6,17 tot en met R7,30 per uur verdien	18,45	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	30,65
Alle werknemers wat R7,31 tot en met R8,67 per uur verdien	22,05	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	34,25
Alle werknemers wat R8,67 per uur verdien	26,10	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	38,30."

"Employees"	Per week										
	A	B	C	D	E	F	G	H	I	J	K
All employees earning R8,68 up to and including R10,30 per hour	R	R	R	R	R	R	R	R	R	R	R
All employees earning R10,31 and more per hour	28,00	48,40	1,24	19,05	0,40	0,45	0,45	4,00	—	—	101,99
All employees earning R2,20 up to and including R2,77 per hour	32,60	57,60	1,24	19,60	0,40	0,45	0,45	4,00	—	—	116,34
All employees earning R2,78 up to and including R3,90 per hour	8,10	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	20,30
All employees earning R3,91 up to and including R5,03 per hour	10,80	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	23,00
All employees earning R5,04 up to and including R6,16 per hour	14,40	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	26,60
All employees earning R6,17 up to and including R7,30 per hour	18,45	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	30,65
All employees earning R7,31 up to and including R8,67 per hour	22,05	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	34,25
All employees earning R8,67 per hour	26,10	—	0,55	—	0,40	0,45	0,45	0,90	0,45	9,00	38,30."

(2) In subklousule (3), vervang die bestaande tabel deur die volgende:

"Werknemers"	Per uur				
	A	B	C	D	E
Alle werknemers wat R8,68 tot en met R10,30 per uur verdien	c	c	c	c	c
Alle werknemers wat R10,31 en meer per uur verdien	70	121	2	34	227
Alle werknemers wat R2,20 tot en met R2,77 per uur verdien	81,5	1,44	2	35	262,5
Alle werknemers wat R2,78 tot en met R3,90 per uur verdien	18	—	1	—	19
Alle werknemers wat R3,91 tot en met R5,03 per uur verdien	24	—	1	—	25
Alle werknemers wat R5,04 tot en met R6,16 per uur verdien	32	—	1	—	33
Alle werknemers wat R6,17 tot en met R7,30 per uur verdien	41	—	1	—	42
Alle werknemers wat R7,31 tot en met R8,67 per uur verdien	49	—	1	—	50
Alle werknemers wat R8,67 per uur verdien	58	—	1	—	59"

(2) In subclause (3) substitute the following for the existing table:

"Employees"	Per hour				
	A	B	C	D	E
All employees earning R8,68 up to and including R10,30 per hour	c	c	c	c	c
All employees earning R10,31 and more per hour	70	121	2	34	227
All employees earning R2,20 up to and including R2,77 per hour	81,5	144	2	35	262,5
All employees earning R2,78 up to and including R3,90 per hour	18	—	1	—	19
All employees earning R3,91 up to and including R5,03 per hour	24	—	1	—	25
All employees earning R5,04 up to and including R6,16 per hour	32	—	1	—	33
All employees earning R6,17 up to and including R7,30 per hour	41	—	1	—	42
All employees earning R7,31 up to and including R8,67 per hour	49	—	1	—	50
All employees earning R8,67 per hour	58	—	1	—	59"

(3) In subklousule (4) (a), vervang die bestaande tabel deur die volgende:

(3) In subclause (4) (a), substitute the following for the existing table:

"Werknemers	Per week							
	A	B	C	D	E	F	G	H
	R	R	R	R	R	R	R	R
Alle werknemers wat R8,68 tot en met R10,30 per uur verdien	28,00	48,40	1,24	19,05	0,20	—	—	96,89
Alle werknemers wat R10,31 en meer per uur verdien	32,60	57,60	1,24	19,60	0,20	—	—	111,24
Alle werknemers wat R2,20 tot en met R2,77 per uur verdien	8,10	—	0,55	—	0,20	0,45	9,00	18,30
Alle werknemers wat R2,78 tot en met R3,90 per uur verdien	10,80	—	0,55	—	0,20	0,45	9,00	21,00
Alle werknemers wat R3,91 tot en met R5,03 per uur verdien	14,40	—	0,55	—	0,20	0,45	9,00	24,60
Alle werknemers wat R5,04 tot en met R6,16 per uur verdien	18,45	—	0,55	—	0,20	0,45	9,00	28,65
Alle werknemers wat R6,17 tot en met R7,30 per uur verdien	22,05	—	0,55	—	0,20	0,45	9,00	32,25
Alle werknemers wat R7,31 tot en met R8,67 per uur verdien	26,10	—	0,55	—	0,20	0,45	9,00	36,30"

"Employees	Per week							
	A	B	C	D	E	F	G	H
	R	R	R	R	R	R	R	R
All employees earning R8,68 up to and including R10,30 per hour.....	28,00	48,40	1,24	19,05	0,20	—	—	96,89
All employees earning R10,31 and more per hour.....	32,60	57,60	1,24	19,60	0,20	—	—	111,24
All employees earning R2,20 up to and including R2,77 per hour.....	8,10	—	0,55	—	0,20	0,45	9,00	18,30
All employees earning R2,78 up to and including R3,90 per hour.....	10,80	—	0,55	—	0,20	0,45	9,00	21,00
All employees earning R3,91 up to and including R5,03 per hour.....	14,40	—	0,55	—	0,20	0,45	9,00	24,60
All employees earning R5,04 up to and including R6,16 per hour.....	18,45	—	0,55	—	0,20	0,45	9,00	28,65
All employees earning R6,17 up to and including R7,30 per hour.....	22,05	—	0,55	—	0,20	0,45	9,00	32,25
All employees earning R7,31 up to and including R8,67 per hour.....	26,10	—	0,55	—	0,20	0,45	9,00	36,30"

Soos gemagtig, vir en namens die partye by die Raad, op hede die 28ste dag van April 1992 te Bloemfontein onderteken.

I. J. ELS,

Voorsitter van die Raad.

B. R. BUYS,

Visevoorsitter van die Raad.

A. C. M. VAN VUUREN,

Sekretaris van die Raad.

Signed at Bloemfontein, as authorised, for and on behalf of the parties to the Council, this 28th day of April 1992.

I. J. ELS,

Chairman of the Council.

B. R. BUYS,

Vice-Chairman of the Council.

A. C. M. VAN VUUREN,

Secretary of the Council.

No. R. 2581

11 September 1992

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, KROONSTAD: WYSIGING VAN 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 (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 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

No. R. 2581

11 September 1992

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, KROONSTAD: AMENDMENT OF AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 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) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 14 en 15 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1993 eindig, bindend is vir 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 gebied in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE

**NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
KROONSTAD**

OOREENKOMS

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

**Kroonstadse Vereniging van Boumeesters en
Aanverwante Vakke**

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

**Amalgamated Union of Building Trade Workers of
South Africa**

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Kroonstad, om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2588 van 23 Desember 1988, te wysig, en wel soos volg:

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word—

(a) in die landdrostdistrik Kroonstad;

(b) deur alle werkgewers en werknemers in die Bounywerheid wat onderskeidelik lede van die werkgewersorganisasie of die vakvereniging is.

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

(a) van toepassing op vakleerlinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan is of met voorwaardes wat daarkragtens gestel is nie;

(b) van toepassing op kwekelinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met voorwaardes wat daarkragtens gestel is nie;

(c) van toepassing op werkende vennote en werkende direkteurs, prinsipale en aannemers;

(d) nie van toepassing nie op universiteitstudente en gegradueerdes in die bouwetenskap en konstruksietoeshouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding.

2. KLOUSULE 3: WOORDOMSKRYWING

(1) Vervang die omskrywing van "ambagsman" deur die volgende:

" 'Ambagsman' 'n werknemer in enige ambag soos omskryf in hierdie Ooreenkoms, vir wie lone in klousule 4 (1) (c) hiervan voorgeskryf word, wat of—

(a) 'n vakleerlingkontrak deur tydsverloop kragtens die Wet op Mannekragopleiding, 1981, voltooi het, maar nie in die voorgeskrewe kwalifiserende ambagstoets geslaag het nie, of

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (b), 14 and 15, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
KROONSTAD**

AGREEMENT

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

**Kroonstadse Vereniging van Boumeesters en
Aanverwante Vakke**

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

**Amalgamated Union of Building Trade Workers of
South Africa**

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

being the parties to the Industrial Council for the Building Industry, Kroonstad, to amend the Agreement published under Government Notice R. 2588 of 23 December 1988, as follows:

1. SCOPE OF APPLICATION

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

(a) in the Magisterial District of Kroonstad;

(b) by all employers and employees in the Building Industry, who are members of the employers' organisation or the trade union, respectively.

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

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

(b) apply to trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions fixed thereunder;

(c) apply to working partners and working directors, principals and contractors;

(d) not apply to university students and graduates in building science and construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic training.

2. CLAUSE 3: DEFINITIONS

(1) Substitute the following for the definition of "artisan":

" 'artisan' means an employee in any trade as defined in this Agreement, for whom wages are prescribed in clause 4 (1) (c), hereof, who has either—

(a) completed an apprenticeship contract by effluxion of time in terms of the Manpower Training Act, 1981, but has not passed the prescribed qualifying trade test, or

(b) 'n opleidingstydperk deur tydsverloop kragtens die Wet op Mannekragopleiding, 1981, voltooi het, maar nie in die voorgeskrewe kwalifiserende ambagstoets geslaag het nie, en

(c) 'n tegniese kollege bygewoon het en in besit van ten minste 'n N1-sertifikaat is, of

(d) by die Nywerheidsraad as 'n ambagsman kragtens enige vorige ooreenkoms geregistreer is; of

(e) onmiddellik voor 1 November 1991 vir langer as 3 jaar as ongekwalifiseerde ambagsman by die Nywerheidsraad geregistreer was;".

(2) Vervang paragraaf (d) van die omskrywing van "Bou-nywerheid" deur die volgende paragraaf (d) en voeg die volgende nuwe subparagraawe (aA), (dA), (rA) en (rB) na onderskeidelik paragraawe (a), (d) en (r) in:

"(d) elektrisiteitsinstallering, wat die volgende insluit: Alle bedradingswerk wat ingevolge die Wet op Masjinerie en Beroepsveiligheid, No. 6 van 1983, deur 'n draadwerker verrig moet word en werksaamhede wat daarmee in verband staan;";

"(aA) bloklêwerk: Rifvoegwerk; die oprigting van setmate en die plasing daarvan in posisie vir bouwerk en alle latere stelwerk daaraan, en die plasing van vensters en deurskosse in posisie, maar uitgesonderd die lê van blokke wat nie in dagha of mastik gelê word nie en die lê, volgens 'n setmaat, van blokke wat in dagha of mastik gelê word;";

"(dA) Vloerlêwerk: Uitmerkwerk, die saag en vassit van houtstrookvloere, lê van vloerblokke, vloerteëls, dunvloerbedekking en dergelike materiaal na voltooiing van die voorbereidende werksaamhede;";

"(rA) boutimmerwerk: Uitmerk- en afmerkwerk; suile en balke in die lood bring en waterpas maak; die rigting van bekisting vir betonwerk; die montering van bekisting;";

"(rB) houtmasjienwerk: Uitmerkwerk, afmerkwerk; die opstel van en toesighouding oor houtwerkmasjiene, behoudens die voorbehoudsbepaling dat daar van geen individuele ambagsman vereis mag word om oor meer as drie masjiene of, waar die totale getal masjiene nie 'n volle veelvoud van drie is nie, oor meer as vyf masjiene toesig te hou nie;";

(3) Voeg die volgende omskrywing in na die omskrywing van "plattelandse werk":

"'vakman' 'n werknemer in enige ambag soos omskryf in hierdie Ooreenkoms, vir wie lone in klousule 4 (1) (d) hiervan voorgeskryf word, wat of—

(a) 'n vakleerlingkontrak kragtens die Wet op Mannekragopleiding, 1981, voltooi het en die kwalifiserende ambagstoets geslaag het, of

(b) 'n opleidingstydperk kragtens die Wet op Mannekragopleiding, 1981, voltooi het en in die kwalifiserende ambagstoets geslaag het, of

(c) alle kursusse in die opleidingsmodules vir 'n gespesifiseerde ambag aan 'n erkende institusionele opleidingsentrum suksesvol voltooi het, en

(d) 'n tegniese kollege bygewoon het en in besit is van ten minste 'n N2-sertifikaat; of

(e) by die Nywerheidsraad as 'n vakman kragtens enige vorige ooreenkoms geregistreer is; of

(f) onmiddellik voor 1 November 1991 as ambagsman by die Nywerheidsraad geregistreer was;".

(4) Skrap die omskrywing van "ongekwalifiseerde ambagsman".

(5) Voeg die volgende omskrywing in na die omskrywing van "stukwerk":

"'werker met gespesifiseerde vaardighede' 'n werknemer in enige ambag soos omskryf in hierdie Ooreenkoms, vir wie lone in klousule 4 (1) (b) hiervan voorgeskryf word, wat nie bewys kan lewer van ambagsmanstatus nie en wat nie die vaardigheidstoets wat deur die Raad voorgeskryf is, suksesvol afgelê het nie, of enige ander tipe werknemer wat deur die Raad van tyd tot tyd goedgekeur mag word."

(b) completed a period of training by effluxion of time in terms of the Manpower Training Act, 1981, but has not passed the prescribed qualifying trade test, and

(c) attended a technical college and is in possession of at least an N1 certificate, or

(d) is registered with the Industrial Council as an artisan in terms of any previous agreement; or

(e) was registered with the Industrial Council as an unqualified artisan for more than 3 years immediately prior to 1 November 1991;".

(2) Substitute the following paragraph (d) for paragraph (d) of the definition of "Building Industry" and insert the following new subparagraphs (aA), (dA), (rA) and (rB) after paragraphs (a), (d) and (r), respectively:

"(d) electrical installation, which includes all wiring work which must be performed by a wireman in terms of the Machinery and Occupational Safety Act, No. 6 of 1983, and operations incidental thereto;";

"(aA) blocklaying: Tuck pointing; the erecting, setting into position for building and all subsequent adjustment of jigs, and the setting into position of windows and door jambs, but excluding the laying of blocks not bedded in mortar or mastic;";

"(dA) floor laying: Marking out, cutting and fixing of wooden strip flooring, setting of flooring blocks, floor tiles, sheeting and similar materials after completion of preparatory operations;";

"(rA) structural carpentry: Marking out, setting out, plumbing and levelling off columns and beams, lining up of shuttering for concreting, assembling shuttering;";

"(rB) woodmachining: Marking out, setting out, setting up and supervising woodworking machines, subject to the proviso that no one artisan shall be required to supervise more than three machines, or where the total number of machines is not a complete multiple of three, more than five machines;";

(3) Insert the following definition after the definition of "country jobs":

"'craftsman' means an employee in any trade as defined in this Agreement, for whom wages are prescribed in clause 4 (1) (d) hereof, who has either—

(a) completed an apprenticeship contract in terms of the Manpower Training Act, 1981, and has passed the qualifying trade test, or

(b) completed a period of training in terms of the Manpower Training Act, 1981, and has passed the qualifying trade test, or

(c) successfully completed all courses in the training modules for a specified trade at a recognised institutional training centre, and

(d) attended a technical college and is in possession of at least an N2 certificate; or

(e) is registered with the Industrial Council as a craftsman in terms of any previous agreement; or

(f) was registered with the Industrial Council as an artisan immediately prior to 1 November 1991;".

(4) Delete the definition of "unqualified artisan".

(5) Insert the following definition after the definition of "piece-work":

"'specified skills worker' means an employee in any trade as defined in this Agreement, for whom wages are prescribed in clause 4 (1) (b) hereof, who cannot submit proof of his artisan status and who has not passed the skills test as prescribed by the Council, or any such other type of employee as may be approved by the Council from time to time."

3. KLOUSULE 4: LONE

Vervang subklousule (1) deur die volgende:

"(1) Behoudens die oorblywende bepalings van hierdie klousule mag geen werkgewer lone betaal en geen werknemer lone aanvaar wat laer as die volgende uurlikse loon is nie:

	Per uur
	R
(a) Algemene werker	2,00
(b) Uitrustingbediener en werker met gespesifiseerde vaardighede	2,51
(c) Ambagsman	3,41
(d) Vakman	6,00"

4. KLOUSULE 8: BETALING VAN BESOLDIGING

Vervang paragraaf (a) in subklousule (3) deur die volgende:

"(a) Die aftrekkings in klousules 19, 23, 25, 27 en 47A hiervan genoem;"

5. KLOUSULE 9: WERKDAE EN WERKURE

(1) Vervang paragraaf (c) van subklousule (1) deur die volgende:

"(c) op 'n Saterdag, Sondag en enige statutêre vakansiedag, asook gedurende die vakansietydperk wat in klousule 22 hiervan voorgeskryf word;"

(2) Skrap subklousule (3).

6. KLOUSULE 11: DIENSBEËINDIGING

Vervang subklousule (1) en (2) deur die volgende:

"(1) Waar 'n werknemer minder as 65 dae by 'n werkgewer gewerk het, word 2 uur kennisgewing van diensbeëindiging vereis en waar 'n werknemer 65 dae of meer by 'n werkgewer gewerk het, word 2 dae kennisgewing van diensbeëindiging vereis.

(2) Behoudens—

(a) die reg van 'n werkgewer of 'n werknemer om diens sonder kennisgewing om 'n regsgeldige rede te beëindig; of

(b) die bepalings van 'n skriftelike ooreenkoms tussen die werkgewer en die werknemer waarby 'n langer tydperk beding word as dié wat hierin bepaal word,

moet 'n werkgewer wat die diens van 'n werknemer wil beëindig, en 'n werknemer wat sy diens by 'n werkgewer wil beëindig, vooraf op 'n bepaalde werkdag kennis van sodanige diensbeëindiging gee aan die werkgewer of die werknemer, na gelang van die geval."

7. KLOUSULE 19: UITGAWES VAN DIE RAAD

Vervang subklousules (1) en (3) deur onderskeidelik die volgende:

"(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer—

(a) 'n bedrag van R1,00 per week aftrek van die dienste van elkeen van sy werknemers vir wie lone in klousule 4 (1) (b), (c) en (d) hiervan voorgeskryf word, en die werkgewer moet by die bedrag wat aldus afgetrek word, 'n gelyke bedrag voeg;

(b) 'n bedrag van R1,00 per week aftrek van die dienste van elkeen van sy werknemers vir wie lone in klousule 4 (1) (a) hiervan voorgeskryf word, en die werkgewer moet by die bedrag wat aldus afgetrek word, 'n bedrag van 50c voeg;

Met dien verstande dat hierdie subklousule nie van toepassing is ten opsigte van 'n werknemer wat minder as 40 uur in 'n week vir dieselfde werkgewer gewerk het nie, menslikheidsverlof en toestemming tot afwesigheid in ag genome."

3. CLAUSE 4: WAGES

Substitute the following for subclause (1):

"(1) Subject to the remaining provisions of this clause, no employer shall pay, and no employee shall accept, wages at rates lower than the following hourly rates:

	Per hour
	R
(a) General worker	2,00
(b) Plant operator/specified skills worker	2,51
(c) Artisan	3,41
(d) Craftsman	6,00"

4. CLAUSE 8: PAYMENT OF REMUNERATION

In subclause (3), substitute the following for paragraph (a):

"(a) Deductions referred to in clauses 19, 23, 25, 27 and 47A hereof;"

5. CLAUSE 9: DAYS AND HOURS OF WORK

(a) In subclause (1), substitute the following for paragraph (c):

"(c) on a Saturday, Sunday and any statutory holiday, as well as during the holiday period prescribed in clause 22 hereof;"

(b) Delete subclause (3).

6. CLAUSE 11: TERMINATION OF EMPLOYMENT

Substitute the following for subclauses (1) and (2):

"(1) An employee who has worked less than 65 days for an employer is required to give 2 hours' notice of termination of employment and an employee who has worked 65 days or more for an employer is required to give 2 days' notice of termination of employment.

(2) Subject to—

(a) the right of an employer or an employee to terminate employment without notice for a good cause recognised by law as sufficient; or

(b) the provisions of any written agreement between employer and employee stipulating a period in excess of that provided herein,

an employer desirous of terminating the employment of an employee and an employee desirous of terminating an engagement with an employer shall give notice of such termination of employment to the employer or the employee, as the case may be, on any working day."

7. CLAUSE 19: EXPENSES OF THE COUNCIL

Substitute the following for subclauses (1) and (3) respectively:

"(1) For the purpose of meeting the expenses of the Council, every employer shall—

(a) deduct an amount of R1,00 per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (b), (c) and (d) hereof, and to the amount so deducted the employer shall add an equal amount;

(b) deduct an amount of R1,00 per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (a) hereof, and to the amount so deducted the employer shall add an amount of 50c;

Provided that the provisions of this subclause shall not apply in respect of an employee who has worked for the same employer for less than 40 hours in any week, with due observance of humanitarian leave and permission of absence."

"(3) 'n Werkgewer moet, ten opsigte van die bedrag wat hy ingevolge subklousule (1) (a) en (b) van hierdie klousule afgetrek het van die loon van werknemers vir wie lone in klousule 4 (1) hiervan voorgeskryf word, op elke betaaldag aan elke sodanige werknemer 'n bewysstuk uitreik wat op leesbare wyse met die naam van die firma en die datum van uitreiking van die bewysstuk gerojêer is, en die werknemer moet die bewysstuk in 'n bydraeboek plak wat hy by die Sekretaris van die Raad moet kry en wat die werknemer moet behou: Met dien verstande dat die Raad 'n saamgestelde bewysstuk mag uitreik wat almal of sommige van die bedrae insluit wat ingevolge klousules 23, 25, 27, 36, 45, 47 en 47A hiervan betaal is."

8. KLOUSULE 20: REGISTRASIE VAN WERKGEWERS EN AMBAGSMANNE

(1) Vervang die opskrif deur die volgende:

"REGISTRASIE VAN WERKGEWERS EN WERKNEMERS".

(2) Voeg die volgende paragraaf na paragraaf (e) in subklousule (1) by:

"(f) alle sodanige ander inligting as wat die Raad mag vereis."

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

"(5) *Registrasie van werknemers*: Iemand van wie daar vereis word of wat toegelaat word om werk in die Nywerheid te verrig, moet in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek by die Raad doen om die uitreiking aan hom van 'n registrasiesertifikaat as vakman, ambagsman of werker met gespesifiseerde vaardighede, en sodanige dokumentêre bewys aan die Raad voorlê as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is."

9. KLOUSULE 22: JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

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

"(1) Die volgende dae word in die Nywerheid as openbare vakansiedae met besoldiging beskou: Statutêre vakansiedae soos deur die Regering afgekondig, uitgesonderd vakansiedae wat buite die werksiklus val."

(2) Voeg die volgende subklousule na subklousule (4) by:

"(5) Werkgewers is verplig om werknemers te besoldig ten opsigte van elke statutêre vakansiedag en wel op die eersvolgende betaaldag ná sodanige vakansiedag."

10. Vervang klousules 23, 24, 25, 26 en 27 deur die volgende:

"23. BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF, OPENBARE VAKANSIEDAE EN BYDRAE TOT DIE VAKANSIEFONDS

(1) Benewens besoldiging waarop 'n werknemer ingevolge hierdie Ooreenkoms geregtig is, moet 'n werkgewer—

(a) aan vakleerlinge in sy diens op die laaste betaaldag onmiddellik voor die jaarlikse verloftydperk wat in klousule 22 hiervan voorgeskryf word, 'n bedrag gelyk aan minstens 15 werkdae se loon betaal;

(b) aan werknemers vir wie lone in die ondergenoemde klousules voorgeskryf word, die volgende weeklikse bedrae betaal, nl.:

4 (1) (a)—R6,42.

4 (1) (b)—R8,49.

4 (1) (c)—R12,10.

4 (1) (d)—R21,29.

(2) Betaling ten opsigte van die statutêre vakansiedae wat buite die vakansietydperk val, vorm nie deel van die vakansiefonds soos in subklousule 1 (b) hiervan voorgeskryf nie en werkgewers is verantwoordelik vir betaling van sodanige vakansiedag se loon op die eersvolgende betaaldag na gemelde vakansiedag.

"(3) An employer shall in respect of the amounts deducted by him in terms of subclause (1) (a) and (b) of this clause from the wages of employees for whom wages are prescribed in clause 4 (1) hereof, issue on each pay-day to each such employee a voucher legibly cancelled with the name of the firm and the date of issue of the voucher, and the employee shall affix such voucher in a contribution book to be obtained by him from the Secretary of the Council and which the employee shall retain: Provided that the Council may issue a composite voucher to include some or all of the payments made in terms of clauses 23, 25, 27, 36, 45, 47 and 47A hereof."

8. CLAUSE 20: REGISTRATION OF EMPLOYERS AND ARTISANS

(1) Substitute the following for the heading:

"REGISTRATION OF EMPLOYERS AND EMPLOYEES".

(2) In subclause (1), insert the following paragraph after paragraph (e):

"(f) all such other particulars as may be required by the Council."

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

"(5) *Registration of employees*: Any person who is required or permitted to perform work in the Industry shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a craftsman, artisan or specified skills worker to be issued to him, and such employee shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for a certificate."

9. CLAUSE 22: ANNUAL LEAVE AND PUBLIC HOLIDAYS

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

"(1) All statutory holidays as proclaimed by the government shall be regarded as paid public holidays in the Industry, excluding public holidays which do not fall within the work cycle."

(2) Insert the following subclause after subclause (4):

"(5) Employers shall be obliged to pay each employee's wage in respect of each statutory holiday on the first pay-day following such statutory holiday."

10. Substitute the following clauses for 23, 24, 25, 26 and 27:

"23. PAYMENT IN RESPECT OF ANNUAL LEAVE, PUBLIC HOLIDAYS AND HOLIDAY FUND CONTRIBUTIONS

(1) In addition to any remuneration to which an employee may be entitled in terms of this Agreement, an employer shall pay—

(a) apprentices in his employ on the last pay-day immediately preceding the annual leave period prescribed in clause 22 of the Agreement an amount of not less than 15 working days' pay;

(b) to employees for whom wages are prescribed in the undermentioned clauses, the following weekly amounts, namely:

4 (1) (a)—R6,42.

4 (1) (b)—R8,49.

4 (1) (c)—R12,10.

4 (1) (d)—R21,29.

(2) Payment in respect of statutory holidays which fall outside the holiday period are not included in the holiday fund as prescribed in subclause (1) (b) hereof, and employers are obliged to pay wages in respect of such holiday on the first pay-day following such holiday.

(3) *Absenteïsme—openbare vakansiedae*: 'n Werknemer wat afwesig is van sy werk—

- (a) sonder sy werkgever se toestemming; en/of
- (b) as gevolg van siekte sonder dat hy in staat is om 'n mediese sertifikaat te toon; en/of
- (c) om 'n ander rede as menslikheidsredes wat nie deur die Raad as geldig beskou word nie;

op die werkdag onmiddellik voor of na 'n openbare vakansiedag met besoldiging in klousule 22 (1) bedoel, is nie op betaling vir sodanige dag/e geregtig nie.

(4) 'n Werknemer moet, menslikheidsverlof en toestemming tot afwesigheid in ag genome, minstens 40 uur in 'n week vir dieselfde werkgever werk om vir 'n bewysstuk ten opsigte van betaling van sy vakansiefondsbydraes te kwalifiseer.

(5) Die werkgever moet die bedrag wat ingevolge subklousule 1 (b) afgetrek word aan die Sekretaris van die Raad betaal, en die Raad moet bewysstukke aan die betrokke werkgever uitreik vir alle bedrae wat aldus betaal is.

(6) 'n Werkgever moet ten opsigte van die bedrae wat hy ingevolge subklousule (5) hiervan aan die Raad oorbetal het, op elke betaaldag aan elkeen van sy betrokke werknemers 'n bewysstuk uitreik wat op 'n leesbare wyse met die naam van die firma en die datum van uitreiking gerojear is, en die werknemer moet sodanige bewysstuk plak in 'n bydrae-boek wat hy by die Raad moet verkry en wat die werknemer moet bewaar, met dien verstande dat die Raad 'n saamgestelde bewysstuk kan uitreik wat sommige of alle bedrae insluit wat ingevolge klousules 19, 25, 27, 36, 45 en 47A hiervan betaal is.

(7) (a) Die bedrae wat ingevolge subklousule (5) aan die Raad betaal word, moet deur die Raad gestort word in 'n fonds wat bekend staan as die Vakansiefonds van die Bounywerheid (hierna die Vakansiefonds genoem), wat ingestel is ingevolge die ooreenkoms wat by Goewermentskennisgewing R. 330 van 1 Maart 1963 gepubliseer is en deur hierdie Ooreenkoms voortgesit word.

(b) Bedrae wat die Raad in sy besit het en waarmee die Vakansiefonds gekrediteer is, kan van tyd tot tyd ingevolge artikel 21 (3) van die Wet op vaste deposito's of as onmiddellik opvraagbaar belê word, en rente wat deur sodanige beleggings opgelewer word, is die uitsluitlike eiendom van die Raad as vergoeding vir die administrasie van die Vakansiefonds. Geen werkgever en werknemer het 'n aanspraak ten opsigte van sodanige rente nie en hulle is ook nie aanspreeklik vir 'n bydrae tot die koste verbonde aan die administrasie van die Vakansiefonds nie.

(8) (a) Elke werknemer moet so spoedig moontlik na die eerste Vrydag in November elke jaar en hoogstens een week daarna sy bydraeboek by die Sekretaris van die Raad inruil vir 'n kwitansiokaart. Die Raad moet die bedrag wat aan die werknemer verskuldig is ten opsigte van sy vakansiegeld vasstel volgens die waarde van die bewysstukke wat in die bydraeboek geplak is, en moet dié bedrag aan die werknemer betaal op 'n datum waarvoor die Raad moet besluit, maar voor of op die dag voor die begin van die vakansietydperk. Tensy anders deur die Raad gemagtig, moet betaling deur middel van 'n tjek ten gunste van die werknemer geskied, en geen order of magtiging vir betaling aan 'n ander persoon word erken nie.

(b) Indien 'n werknemer versuim om sy vakansiebetaling op te eis binne 'n tydperk van 6 maande vanaf die datum waarop die vakansietydperk begin, word dit verbeur en val dit aan die algemene fondse van die Raad toe. Die Raad moet egter alle eise om betaling oorweeg wat ná genoemde tydperk ingedien word, en kan na goeddunke magtiging vir die betaling daarvan verleen.

(c) Die Raad is nie aanspreeklik om vakansiegeld ten opsigte van bewysstukke wat ingevolge hierdie ooreenkoms aan 'n werknemer uitgereik is, te betaal nie tensy—

(i) sodanige bewysstukke geplak is in 'n bydraeboek wat van die Raad verkry is; en

(3) *Absenteeism—public holidays*: An employee who absents himself—

- (a) without his employer's permission; and/or
- (b) due to illness without being able to produce a medical certificate; and/or
- (c) for any other reason, other than for humanitarian reasons, not considered valid by the Council;

on the working day immediately before or after a paid public holiday referred to in clause 22 (1) shall not be entitled to payment for such day(s).

(4) An employee must, with due observance of humanitarian leave and permission of absence, work for the same employer for not less than 40 working hours in any week to qualify for a voucher in respect of his Holiday Fund contributions.

(5) The amount deducted in terms of subclause (1) (b) shall be paid by the employer to the Secretary of the Council and the Council shall issue vouchers to the employer concerned for all amounts so paid.

(6) An employer shall, in respect of the amounts paid to the Council by him in terms of subclause (5) hereof, issue on each pay-day to each of his employees concerned a voucher legibly cancelled with the name of the firm and the date of issue, and the employee shall affix such voucher in a contribution book to be obtained by him from the Council and which the employee shall retain: Provided that the Council may issue a composite voucher to include some or all the payments made in terms of clauses 19, 25, 27, 36, 45 and 47A hereof.

(7) (a) The amounts paid to the Council in terms of subclause (5) shall be paid by the Council into a fund to be known as the Building Industry Holiday Fund (hereinafter referred to as the Holiday Fund), established in terms of the agreement published under Government Notice 330 of 1 March 1963 and continued by this Agreement.

(b) Any amounts held by the Council to the credit of the Holiday Fund may be invested from time to time in accordance with the provisions of section 21 (3) of the Act on fixed deposit or on call and any interest accruing from such investments shall be the sole property of the Council as recompense for the administration of the Holiday Fund. No employer or employee shall have any claim in respect of such interest nor shall they be responsible for any contribution towards the expense of administering the Holiday Fund.

(8) (a) As early as possible after the first Friday in November of each year and not later than one week thereafter every employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt card. The Council shall ascertain the amount due to the employee, as reflected by the value of the vouchers affixed in his contribution book, and shall pay such amount to the employee, on a date to be decided by the Council but not later than the day prior to the commencement of the holiday period. Unless otherwise authorised by the Council, payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be recognised.

(b) Should an employee fail to claim his holiday pay within a period of six months from the date on which the holiday period commences, it shall become forfeit and shall accrue to the general funds of the Council. The Council shall, however, consider all claims for payment lodged after the said period and may in its discretion authorise payment thereof.

(c) The Council shall not be liable to make payment in respect of any vouchers issued to an employee in terms of this Agreement, unless—

(i) such vouchers are affixed in a contribution book obtained from the Council; and

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(ii) sodanige bydraeboek voor die begin van die vakansie-tydperk in klousule 22 hiervan voorgeskryf, by die Raad ingedien word.

(d) 'n Werknemer is nie daarop geregtig om voor die dag soos ingevolge paragraaf (a) hiervan deur die Raad voorgeskryf, betaling te eis ten opsigte van bewysstukke wat aan hom uitgereik is nie. Die Raad het egter die reg om sodanige betaling te magtig indien hy na goeë dunde dit raadsaam ag. In geval van die afsterwe van 'n werknemer, moet die bedrag wat uit die Vakansiefonds aan hom verskuldig is, per tjek ten gunste van sy boedel getrek, aan sodanige boedel betaal word wanneer sy bydraeboek by die Sekretaris van die Raad ingedien word.

(9) Ingeval hierdie Ooreenkoms deur tydsverloop verstryk of om 'n ander rede beëindig word, moet die Vakansiefonds verder deur die Raad geadminestreer word totdat dit óf gelikwider óf deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike Vakansiefonds in die lewe geroep is.

(10) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, kan die Nywerheidsregistrator 'n komitee uit werkgewers en werknemers in die Nywerheid op die grondslag van gelyke verteenwoordiging vir albei kante aanstel, en die Vakansiefonds moet verder deur sodanige komitee geadminestreer word. 'n Vakature wat in die komitee ontstaan, kan deur die Registrator uit die geledere van óf die werkgewers óf die werknemers, na gelang van die geval, gevul word ten einde 'n gelyke getal verteenwoordigers van die werkgewers en die werknemers in die komitee te verseker. Ingeval sodanige komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of 'n dooie punt daarvoor ontstaan wat die administrasie van die Vakansiefonds na die mening van die Registrator ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustee besit vir sodanige doel al die bevoegdhede van die komitee. As daar geen Raad bestaan wanneer hierdie Ooreenkoms verstryk nie, moet die Fonds op die wyse uiteengesit in subklousule (11) van hierdie klousule, deur die komitee wat ingevolge hierdie subklousule funksioneer, of die trustee of trustees, na gelang van die geval, gelikwider word, en indien die Raad se sake by verstryking van hierdie Ooreenkoms reeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds soos in artikel 34 (2) van die Wet bepaal, verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

(11) By likwidasië van die Fonds ingevolge subklousule (10) hiervan moet die geld waarmee die Fonds nog gekrediteer is nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad gestort word.

24. BYDRAEBOEK

(1) 'n Werknemer moet op 'n vorm wat van die Raad verkry moet word, om 'n bydraeboek aansoek doen; die werknemer moet sodanige vorm invul deur die besonderhede te verstrek wat die Raad van tyd tot tyd voorskryf.

(2) Die bydraeboeke en bewysstukke wat aan werknemers uitgereik word, is nie oordraagbaar nie en mag ook nie geseë of verpand word nie. Bewysstukke wat deur enigeen op 'n ander wyse as ooreenkomstig hierdie Ooreenkoms verkry is, kan deur die Raad ten bate van sy fondse gekonfiskeer word.

(3) Geen bewysstukke mag aan 'n werknemer uitgereik word nie, uitgesonderd ooreenkomstig hierdie Ooreenkoms, en geen werknemer is geregtig op betalings vir meer as 49 weeklikse aftrekkings ten opsigte van 'n tydperk van 12 maande wat op die eerste Vrydag in November elke jaar eindig nie.

(ii) such contribution book is deposited with the Council before the commencement of the holiday period prescribed in clause 22 of the Agreement.

(d) An employee shall not be entitled to claim for any vouchers issued to him until the day prescribed by the Council in terms of paragraph (a) hereof. The Council shall, however, have the right to authorise such payment if in its discretion it is considered advisable to do so. In the case of the death of an employee the amount due to him from the Holiday Fund shall be paid to his estate by cheque drawn in favour of such estate upon his contribution book being lodged with the Council.

(9) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Holiday Fund shall continue to be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original Holiday Fund was created.

(10) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Industrial Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the Holiday Fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Industrial Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Holiday Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee shall possess all the powers of the committee for such purpose. If there is no Council in existence upon the expiration of this Agreement, the Fund shall be liquidated by the committee functioning in terms of this subclause or the trustee or trustees, as the case may be, in the manner set forth in subclause (11) of this clause, and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 34 (2) of the Act as if it formed part of the general funds of the Council.

(11) Upon liquidation of the Fund in terms of subclause (10) hereof the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

24. CONTRIBUTION BOOK

(1) An application for a contribution book shall be made by an employee on a form to be obtained from the Council; such form shall be completed by the employee filling in such particulars as the Council may from time to time prescribe.

(2) The contribution books and vouchers issued to employees shall not be transferable nor shall they be ceded or pledged. Vouchers acquired by any person, otherwise than in accordance with this clause, may be confiscated by the Council for the benefit of its funds.

(3) No vouchers may be issued to an employee except in accordance with this Agreement, and no employee shall be entitled to payments in excess of 49 weekly deductions in respect of any period of 12 months ending on the first Friday of November of each year.

(4) Elke werknemer moet so spoedig moontlik na die eerste Vrydag in November elke jaar en hoogstens een week daarna sy bydraeboek by die Sekretaris van die Raad inruil vir 'n kwitansiokaart.

(5) Die Raad is nie aanspreeklik om bedrae ten opsigte van bewysstukke wat ingevolge hierdie Ooreenkoms aan 'n werknemer uitgereik is, te betaal nie tensy sodanige bewysstukke geplaak is in 'n bydraeboek wat van die Raad verkry is en sodanige bydraeboek voor die begin van die vakansietydperk in klousule 22 van die Ooreenkoms voorgeskryf, by die Raad ingedien word.

(6) 'n Werknemer is nie daarop geregtig om voor die dag ingevolge paragraaf (5) hiervan deur die Raad voorgeskryf, betaling te eis ten opsigte van bewysstukke wat aan hom uitgereik is nie. Die Raad het egter die reg om sodanige betaling te magtig indien hy na goeë dunde dit raadsaam ag. In geval van die afsterwe van 'n werknemer moet die bedrag wat uit die Vakansiefonds soos in klousule 23 van die Ooreenkoms voorgeskryf, aan hom verskuldig is, per tjek ten gunste van sy boedel getrek, aan sodanige boedel betaal word wanneer sy bydraeboek by die Sekretaris van die Raad ingedien word.

25. VOORSORGFONDS EN PENSIOENFONDS

(1) (a) Die Raad moet, op 'n wyse soos deur die Wet voorgeskryf en in samewerking met Fedlife Assurance Limited (Reg. No. 05/17130/06), 'n Voorsorgfonds met aftree- en sterftevoordele vir werknemers vir wie lone in klousule 4 (1) (a), (b) en (c) van die Ooreenkoms voorgeskryf word, stig.

(b) Die oogmerke van die Voorsorgfonds is om werknemers in staat te stel om 'n inkomste te hê by aftrede.

(c) Lidmaatskap van die Fonds is verpligtend vir alle werknemers vir wie lone in klousule 4 (1) (a), (b) en (c) van die Ooreenkoms voorgeskryf word.

(d) Bystand wat kragtens die Voorsorgfonds oploop, is nie oordraagbaar nie en mag nie verpand word nie.

(e) 'n Bedrag gelykstaande met 2% moet van 'n werknemer vir wie lone in klousule 4 (1) (a), (b) en (c) hiervan voorgeskryf word, se weeklikse loon, bereken op 'n 44-uur-week, afgetrek word en gemelde werknemer se werkgever moet 'n gelyke bedrag weekliks tot die Voorsorgfonds bydra.

(f) Bydraes moet weekliks by die Raad inbetaal word en maandeliks deur die Raad aan Fedlife Assurance Limited (Reg. No. 05/17130/06) oorbetal word.

(g) Kopieë van dokumente wat breedvoerige besonderhede van die Voorsorgfonds bevat, moet by die Direkteur-generaal van Mannekrag ingedien word.

(2) (a) Die Raad moet, op 'n wyse soos deur die Wet voorgeskryf, en in samewerking met Fedlife Assurance Limited (Reg. No. 05/17130/06), 'n bevredigende pensioenfonds beding en voortsit vir werknemers vir wie lone in klousule 4 (1) (d) van die Ooreenkoms voorgeskryf word.

(b) Die oogmerke van die Pensioenfonds is om werknemers in staat te stel om 'n inkomste te hê by aftrede, wat ook gratifikasie-, ongeskiktheids- en sterftevoordele insluit.

(c) Lidmaatskap van die Fonds is verpligtend vir alle werknemers vir wie lone in klousule 4 (1) (d) van die Ooreenkoms voorgeskryf word.

(d) Bystand kragtens die Pensioenfonds is nie oordraagbaar nie en mag nie verpand word nie.

(e) 'n Bedrag gelykstaande met 7% moet van 'n werknemer vir wie lone in klousule 4 (1) (d) van die Ooreenkoms voorgeskryf word, se weeklikse loon, bereken op 'n 44-uur-week, afgetrek word en gemelde werknemer se werkgever moet 'n gelyke bedrag weekliks tot die Pensioenfonds bydra.

(f) Bydraes moet weekliks by die Raad inbetaal word en maandeliks deur die Raad aan Fedlife Assurance Limited (Reg. No. 05/17130/06) oorbetal word.

(4) As early as possible after the first Friday in November of each year and not later than one week thereafter, every employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt card. (S.S.)

(5) The Council shall not be liable to make payment in respect of any vouchers issued to an employee in terms of this Agreement, unless such vouchers are affixed in a contribution book obtained from the Council and such contribution book is deposited with the Council before the commencement of the holiday period prescribed in clause 22 hereof.

(6) An employee shall not be entitled to claim for any vouchers issued to him until the day prescribed by the Council in terms of paragraph (5) hereof. The Council shall, however, have the right to authorise such payment if in its discretion it is considered advisable to do so. In the case of the death of an employee the amount due to him from the Holiday Fund as prescribed in clause 23 hereof shall be paid to his estate by cheque drawn in favour of such estate upon his contribution book being lodged with the Council.

25. PROVIDENT FUND AND PENSION FUND

(1) (a) The Council shall, in a manner prescribed in the Act and in co-operation with Fedlife Assurance Limited (Reg. No. 05/17130/06), establish the Provident Fund with retirement and death benefits for employees for whom wages are prescribed in clause 4 (1) (a), (b) and (c) hereof.

(b) The objects of the Provident Fund shall be to entitle employees to an income upon retirement.

(c) Membership of the Provident Fund shall be compulsory for all employees for whom wages are prescribed in clause 4 (1) (a), (b) and (c) hereof.

(d) Any benefits accruing under the Provident Fund shall not be transferable and shall not be pledged.

(e) An amount equal to 2% of the weekly wage, calculated on a 44 hour week, of an employee for whom wages are prescribed in clause 4 (1) (a), (b) and (c) hereof shall be deducted and an equal amount shall be contributed by the employee's employer towards the Provident Fund.

(f) Contributions shall be paid to the Council on a weekly basis and the Council shall pay over to Fedlife Assurance Limited (Reg. No. 05/17130/06), contributions so collected, on a monthly basis.

(g) Copies of documents containing detailed information of the Provident Fund shall be lodged with the Director-General of Manpower.

(2) (a) The Council shall, in a manner prescribed in the Act and in co-operation with Fedlife Assurance Limited (Reg. No. 05/17130/06), negotiate and continue a satisfactory pension fund for employees for whom wages are prescribed in clause 4 (1) (d) hereof.

(b) The objects of the Pension Fund shall be to entitle employees to an income upon retirement, which shall include gratuity disability and death benefits.

(c) Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in clause 4 (1) (d) hereof.

(d) Any benefits accruing under the Pension Fund shall not be transferable and shall not be pledged.

(e) An amount equal to 7% of the weekly wage, calculated on a 44 hour week, of an employee for whom wages are prescribed in clause 4 (1) (d) hereof shall be deducted and an equal amount shall be contributed by the employee's employer towards the Pension Fund.

(f) Contributions shall be paid to the Council on a weekly basis and the Council shall pay over to Fedlife Assurance Limited (Reg. No. 05/17130/06), contributions so collected, on a monthly basis.

(g) Kopieë van dokumente wat breedvoerige besonderhede van die Pensioenfonds bevat, moet by die Direkteur-generaal van Mannekrag ingedien word.

(3) Die Raad moet 'n bewysstuk uitreik ten opsigte van die Bydraes wat kragtens die Voorsorg- en Pensioenfonds inbetaal word, welke bewysstuk in die bydraeboek van die werknemer aangebring moet word.

(4) 'n Werknemer moet, menslikheidsverlof en toestemming tot afwesigheid in ag genome, 40 uur in 'n week werk om vir sy bystand ingevolge hierdie klousule te kwalifiseer.

26. BYSTANDSFONDS

(1) Die werking van die Bystandsfonds wat ingevolge Goewermentskennisgewing 330 van 1 Maart 1963 ingestel is en as die "Bystandsfonds van die Bounywerheid, Kroonstad" (hierna die "Bystandsfonds" genoem) bekend staan, word hierby voortgesit.

(2) Die Bystandsfonds bestaan uit—

(a) bydraes van werkgewers en werknemers wat ooreenkomstig hierdie Ooreenkoms in die Bystandsfonds gestort word;

(b) rente verkry uit die belegging van geld van die Bystandsfonds;

(c) ander bedrae geld waarop die Bystandsfonds geregtig word.

(3) Lidmaatskap van die Bystandsfonds is verpligtend vir alle werknemers vir wie lone in klousule 4 (1) (d) hiervan voorgeskryf word.

27. BYDRAES TOT DIE BYSTANDSFONDS

(1) Die geld van die Bystandsfonds word verkry deur middel van 'n gekombineerde bydrae deur werkgewers en werknemers, gelykstaande met 2% van die werknemer se weeklikse loon, ten opsigte van elke werknemer in klousule 26 van die Ooreenkoms bedoel.

(2) 'n Werkgewer moet aan elkeen van sy werknemers op wie hierdie klousule van toepassing is, 'n bedrag gelykstaande met 1% van sodanige werknemer se weeklikse loon per week betaal.

(3) 'n Werkgewer moet van die weeklikse besoldiging van elkeen van sy werknemers op wie hierdie klousule van toepassing is, 'n bedrag gelykstaande met 1% van sodanige werknemer se weeklikse loon aftrek.

(4) Waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens was, moet die betaling ingevolge subklousule (2) en die aftrekking ingevolge subklousule (3) hiervan vir daardie week gedoen word deur die werkgewer by wie hy die eerste gedurende daardie week minstens drie volle werkdade in diens was.

(5) Waar 'n werknemer minder as 40 uur in 'n bepaalde week vir 'n werkgewer werk, moet 'n bedrag wat bereken word op die werklike getal ure gewerk, uitgesonderd werk op 'n openbare vakansiedag en oortydwerk, *pro rata* tot die bedrag genoem in subklousule (2) hiervan, onmiddellik by sy diensbeëindiging of aan die einde van die laaste werkdag van die week, na gelang van wat die vroegste is, betaal word.

(6) 'n Werknemer wat minder as 40 uur vir 'n werkgewer gewerk het, menslikheidsverlof en toestemming tot afwesigheid in ag genome, kwalifiseer nie vir sy bystand ooreenkomstig die Bystandsfonds nie.

(7) 'n Werkgewer moet die bedrag wat ingevolge subklousule (3) hiervan afgetrek is, aan die Sekretaris van die Raad betaal, en die Raad moet bewysstukke aan die betrokke werkgewer uitreik vir alle bedrae aldus betaal.

(g) Copies of documents containing detailed information of the Pension Fund shall be lodged with the Director-General of Manpower.

(3) The Council shall issue a voucher in respect of the contributions paid in terms of the Provident and Pension Fund, which voucher is to be affixed in the contribution book of the employee.

(4) An employee shall, with due observance of humanitarian leave and permission of absence, work a 40 hour week to qualify for his benefits in terms hereof.

26. BENEFIT FUND

(1) The operation of the Benefit Fund established under Government Notice 330 of 1 March 1963, and known as the "Building Industry Benefit Fund, Kroonstad" (hereinafter referred to as the "Benefit Fund"), is hereby continued.

(2) The Benefit Fund shall consist of—

(a) contributions from employers and employees paid to the Benefit Fund in accordance with this Agreement;

(b) interest derived from the investment of any moneys of the Benefit Fund;

(c) any other sums of money to which the Benefit Fund may become entitled.

(3) Membership of the Benefit Fund shall be compulsory for all employees for whom wages are prescribed in clause 4 (1) (d) hereof.

27. CONTRIBUTIONS TO THE BENEFIT FUND

(1) The moneys of the Benefit Fund shall be acquired by means of a combined contribution by employers and employees, equal to 2% of the employee's weekly wage in respect of every employee referred to in clause 26 hereof.

(2) An employer shall pay to each of his employees to whom this clause applies an amount equal to 1% of such employee's weekly wage per week.

(3) An employer shall deduct from the weekly remuneration of each of his employees to whom this clause applies an amount equal to 1% of such employee's weekly wage per week.

(4) Where an employee is employed by two or more employers during the same week, the payment in terms of subclause (2) and the deduction in terms of subclause (3) hereof for that week shall be made by the employer by whom he was first employed during that week for not less than three full working days.

(5) Where an employee works for an employer for less than 40 hours in any one week, an amount calculated on the actual number of hours worked, excluding work on a public holiday and on overtime work, and *pro rata* to the amount referred to in subclause (2) hereof, shall be paid immediately on termination of his employment or at the end of the last working day of the week, whichever is the earlier.

(6) An employee who has worked for an employer for less than 40 hours in any week, with due observance of humanitarian leave and permission of absence, shall not qualify for his benefits in terms of the Benefit Fund.

(7) The amount deducted in terms of subclause (3) hereof shall be paid by an employer to the Council and the Council shall issue vouchers to the employer concerned for all amounts so paid.

(8) (a) 'n Werkgewer moet ten opsigte van die bedrae wat hy ingevolge subklousule (3) hiervan afgetrek het, op elke betaaldag aan elkeen van sy betrokke werknemers 'n bewysstuk ter waarde van sodanige bedrae uitreik wat op 'n leesbare wyse met die naam van die firma en die datum van uitreiking gerojear is, en die werknemer moet sodanige bewysstuk plak in 'n bydraeboek wat hy van die Raad moet verkry en wat die werknemer moet bewaar. Met dien verstande dat die Raad 'n saamgestelde bewysstuk kan uitreik wat betalings insluit ten opsigte van ander fondse wat die Raad administreer.

(b) Die werknemer moet die saamgestelde bewysstukke in paragraaf (a) hiervan bedoel, inplak in die bydraeboek wat in klousule 24 hiervan beskryf is, en die bydraeboek is aan dieselfde reëls en regulasies onderworpe as dié in klousule 24 hiervan.

(9) (a) 'n Lid wat vanweë die feit dat hy werkloos is, nie vir sy bystand kwalifiseer nie of tydelik werksaam is in 'n gebied buite die gebied waarop hierdie Ooreenkoms van toepassing is, kan, indien hy dit verlang, aan die Raad die bedrag van die premie betaal wat betaalbaar is. Die Raad moet aan die betrokke lid 'n bewysstuk uitreik en genoemde lid moet sodanige bewysstuk in sy bydraeboek plak.

(b) 'n Lid wat nie sy premies ingevolge hierdie klousule kontant betaal nie, herkwalfiseer vir sy bystand ingevolge hierdie klousule nadat 'n gelyke aantal bydraes tot en met 13 bydraes en daarna 'n verdere 13 bydraes gemaak is."

11. KLOUSULE 28: BYSTAND OOREENKOMSTIG DIE BYSTANDSFONDS

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

"(1) Die oogmerke van die Bystandsfonds is om werknemers te vergoed vir verlies van verdienste as gevolg van werkloosheid wat veroorsaak is deur siekte of 'n ongeluk en om mediese bystand te verleen."

(b) Skrap subklousule (6).

12. KLOUSULE 36: DIE NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(a) In subklousule (2), vervang die uitdrukking "15c" deur die uitdrukking "45c".

(b) In subklousule (3), vervang die uitdrukking "drie volle werkdae" deur die uitdrukking "40 uur".

13. KLOUSULE 40: VERBOD OP INDIENSNEMING

Vervang subklousule (1) deur die volgende:

"(1) Geen werknemer, uitgesonderd 'n vakman, ambagsman, vakleerling of werker met gespesifiseerde vaardighede, mag vir geskoolde werk in diens geneem word nie tensy die toestemming van die Raad vooraf verkry is."

14. KLOUSULE 45: VAKVERENIGINGLEDEGELD EN BYDRAES TOT DIE VAKVERENIGING SE BYSTANDSFONDS

Vervang subklousules (1) tot (11) deur die volgende:

"(1) Die vakvereniging moet van elke werknemer wat lid is van die vakvereniging, skriftelike bewys van sodanige lidmaatskap aan die Raad lewer.

(2) Die Raad moet 'n bedrag van R1,75 per week ten opsigte van ledegeld van elke werknemer se weeklikse bydrae tot die Spaarskema soos in klousule 47A hiervan vermeld, aftrek en aan die vakvereniging op 'n maandelikse basis oorbetal.

(3) Die Raad moet invorderingsgeld van 5% aftrek van die geld wat ingevolge subklousule (2) hiervan ingevorder is, en die bedrag aldus afgetrek, val die algemene fondse van die Raad toe."

(8) (a) An employer shall, in respect of the amounts deducted by him in terms of subclause (3) hereof issue on each payday to each of his employees concerned a voucher legibly cancelled with the name of the firm and the date of issue, to the value of such amounts, and the employee shall affix such voucher in a contribution book to be obtained by him from the Council and which the employee shall retain: Provided that the Council may issue a composite voucher to include payments in respect of any other funds administered by the Council.

(b) The employee shall affix the composite vouchers referred to in paragraph (a) hereof in the contribution book described in clause 24 hereof and the contribution book shall be subject to the same rules and regulations as are contained in clause 24.

(9) (a) A member who, by reason of the fact that he is unemployed, does not qualify for his benefits, or is temporarily employed in an area outside the area to which this Agreement applies, may, if he so desires, pay to the Council the amount of the premium payable. The Council shall issue to the member concerned a voucher and the said member shall affix such voucher in his contribution book.

(b) A member who does not pay his premiums in terms of this clause in cash shall re-qualify for his benefits after an equal number of contributions, up to and including 13 contributions, and thereafter a further 13 contributions have been made."

11. CLAUSE 28: BENEFITS UNDER THE BENEFIT FUND

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

"(1) The objects of the Benefit Fund shall be to compensate employees for loss of earnings arising from unemployment caused by sickness or accident and to provide medical assistance."

(b) Delete subclause (6).

12. CLAUSE 36: THE NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(a) In subclause (2), substitute the expression "45c" for the expression "15c".

(b) In subclause (3), substitute the expression "40 hours" for the expression "three full working days".

13. CLAUSE 40: PROHIBITED EMPLOYMENT

Substitute the following for subclause (1):

"(1) No employee other than a craftsman, artisan, apprentice or specified skills worker shall be employed on skilled work without the prior consent of the Council."

14. CLAUSE 45: TRADE UNION SUBSCRIPTIONS AND CONTRIBUTIONS TO THE TRADE UNION'S BENEFIT FUND

Substitute the following for subclauses (1) to (11):

"(1) The trade union shall submit to the Council written proof of membership of each employee who is a member of the trade union.

(2) The Council shall deduct an amount of R1,75 per week from an employee's weekly contribution towards the Savings Scheme referred to in clause 47A hereof, in respect of such employee's union subscription fee, and shall pay such amount over to the trade union on a monthly basis.

(3) The Council shall deduct a collection fee of 5% from the monies collected in terms of subclause (2) hereof and the amount so deducted shall accrue to the general funds of the Council."

15. KLOUSULE 46: WERKGEWERS-ORGANISASIEGELDE

(a) Vervang die uitdrukking "25c" in subklousule (1) deur die uitdrukking "40c".

(b) Vervang die uitdrukking "drie volle werkdag" in subklousule (2) deur die uitdrukking "40 uur".

16. KLOUSULE 47: OPLEIDINGSFONDS VIR DIE BOUNYWERHEID

Vervang subklousule (1) deur die volgende:

"(1) Nademaal die Raad verwittig is van die instelling van die Opleidingskema vir die Bounywerheid [ingestel deur die Bouindustrie Federasie (Suid-Afrika), ingevolge Goewermentskennisgewing R. 1948 van 11 September 1987, kragtens die Wet op Mannekragopleiding, 1981], magtig die Raad hierby, vir die doel om die oogmerke te implementeer wat in die konstitusie van genoemde Opleidingskema uiteengesit word, die insameling van bydraes ooreenkomstig die prosedures soos voorgeskryf en bereken teen 1,5% van die bruto weeklikse loon betaal deur 'n werkgewer. Die Raad is verder geregtig op 'n invorderingsgeld soos voorgeskryf in die konstitusie van genoemde Opleidingskema.

(2) 'n Opleidingskema, soos voorgeskryf deur die Bouindustrie Federasie (Suid-Afrika) en in ooreenstemming met die Wet op Mannekragopleiding, 1981, moet in die landdrosdistrik Kroonstad ingestel gestel word."

17. Voeg die volgende nuwe klousules 47A en 47B in:

"47A. SPAARSKEMA

(1) 'n Werkgewer kan, met die skriftelike toestemming van sy werknemer vir wie 'n loon in klousule 4 (1) van die Ooreenkoms voorgeskryf is, 'n bedrag van R2 per week aftrek van die loon van sodanige werknemer wat minstens 40 uur gedurende daardie week vir hom gewerk het.

(2) Bedrae wat ingevolge subklousule (1) afgetrek word, moet weekliks aan die Raad betaal word en moet namens die betrokke werknemer deur die Raad in 'n spesiale trustrekening gehou word.

(3) Die bedrag in die krediet van die werknemer moet voor of op 31 Desember elke jaar deur die Raad aan hom betaal word, min die bedrag wat met die magtiging van die werknemer as ledegeld aan die vakvereniging betaal moet word.

47B. KLAGTES

Alle klagtes moet binne vier weke na die ontstaan van 'n geskil tussen 'n werkgewer en 'n werknemer by die Raad se agent aangemeld word.

Aldus gedoen en geteken namens die partye te Kroonstad hede die 30ste dag van Oktober 1991.

J. H. LABUSCHAGNE,
Voorsitter.

F. LE R. GELDENHUIS,
Ondervoorsitter.

M. M. KEEVEY,
Sekretaris.

No. R. 2585

11 September 1992

WERKLOOSHEIDSVERSEKERINGSWET, 1966

WYSIGING VAN REGULASIES

Die Minister van Mannekrag het kragtens artikel 62 van die Werkloosheidsversekeringswet, 1966 (Wet No. 30 van 1966), die regulasies in die Bylae hierby, uitgevaardig.

15. CLAUSE 46: EMPLOYER'S ORGANISATION FEES

(a) In subclause (1), substitute the expression "40c" for the expression "25c".

(b) In subclause (2), substitute the expression "40 hours" for the expression "three full working days".

16. CLAUSE 47: BUILDING INDUSTRIES TRAINING FUND

Substitute the following for subclause (1):

"(1) Whereas the Council has been advised of the establishment of the Building Industries Training Scheme [inaugurated by the Building Industries Federation (South Africa) in terms of Government Notice R. 1948 of 11 September 1987, in accordance with the Manpower Training Act, 1981], the Council hereby authorises, for the purpose of implementing the objects set forth in the constitution of the said Training Scheme, the collection of contributions in accordance with the procedure prescribed and calculated at a rate of 1,5% on the weekly gross wages paid by an employer. The Council is furthermore entitled to a collection fee as prescribed in the constitution of the said Training Scheme.

(2) A Training Scheme, as prescribed by the Building Industries Federation (South Africa) and in accordance with the Manpower Training Act, 1981, shall be instituted in the magisterial district of Kroonstad."

17. Insert the following new clauses 47A and 47B:

"47A. SAVINGS SCHEME

(1) An employer may, with the consent of his employee for whom wages are prescribed in clause 4 (1) hereof, deduct an amount of R2,00 per week from the wage of such employee who has worked for him for not less than 40 hours during that week.

(2) Amounts deducted in terms of subclause (1) shall be paid weekly to the Council and shall be retained by the Council on behalf of the employee concerned in a special trust account.

(3) The amount standing to the credit of the employee shall be paid to him by the Council by not later than 31 December each year, less any amount authorised by the employee to be paid in respect of subscriptions to the trade union.

47B. COMPLAINTS

All complaints are to be reported to the Council's agent within four weeks from a dispute arising between an employer and an employee."

Thus done and signed at Kroonstad on behalf of the parties, this 30th day of October 1991.

J. H. LABUSCHAGNE,
Chairman.

F. LE R. GELDENHUIS,
Vice Chairman.

M. M. KEEVEY,
Secretary.

No. R. 2585

11 September 1992

UNEMPLOYMENT INSURANCE ACT, 1966

AMENDMENT OF REGULATIONS

The Minister of Manpower has, under section 62 of the Unemployment Insurance Act, 1966 (Act No. 30 of 1966), made the regulations set out in the Schedule hereto.

Economy hits pay increases

ARG 14/9/92

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SHARON SOROUR, Labour Reporter

WORKERS have had to accept lower increases than anticipated for the third year in a row because of economic conditions, according to the Labour Chronicle.

The labour affairs journal said that in spite of a number of "high-decibel" strikes — like at Toyota, in the hospital services and the metal industry, which dealt with unique and industry-specific factors — 1992 was comparatively free of wage strikes.

"This has been particularly true in those sectors that have suffered widespread job loss over the last two years," said the journal.

The key feature of the annual wage round was the fact that less than 12 percent of about 70 major negotiations surveyed resulted in settlements which exceeded the inflation rate.

Workers in the paper, wood and allied industrial sector won the highest increase at 15,7 percent, followed by the food and beverage sector (14,77 percent), the retail sector (14,19 percent) and the chemical sector (13,67 percent).

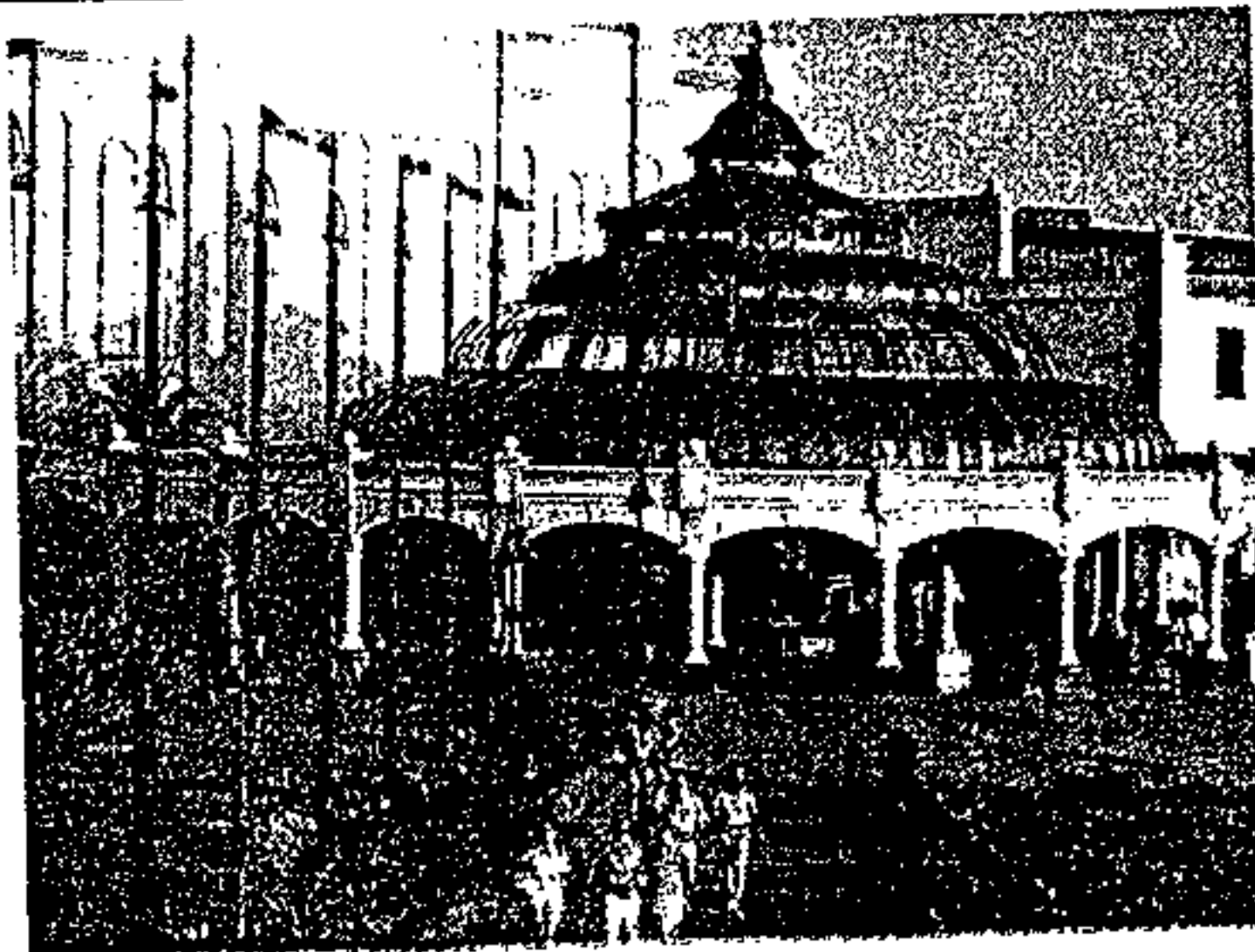
The clothing sector, the Cape's biggest employer, had increases of 11,88 percent.

The manufacturing and metal sector at 11,25 percent and the parastatal sector at 9,6 percent got the lowest increases.

The journal said: "This anti-inflationary trend obviously will have beneficial effects on the economy and help to establish a good platform for any significant upturn in general economic activity."

"The wage restraint shown by unions, nevertheless, has been largely as a result of massive job losses."

This suggested that any upturn, especially if it was accompanied by a company level increase in employment quickly would result in a high level of wage "aggression" at an early stage of the upswing.



ENCHANTINGLY IMPRESSIVE: This view of the Carousel Entertainment World shows its Victorian theme.

Win 5-day getaway to a world of fun

THIS WEEK, The Argus offers readers the chance to win a five-day getaway for two to the magical Carousel Entertainment World north of Pretoria, in Bophutatswana, and a consolation prize of R500 cash to the runner-up.

The prize includes air fares to Johannesburg, transport to and from The Carousel, accommodation, breakfast and dinners, complimentary entry to the Cheyenne Saloon, two cinema tickets and a R50 casino voucher.

Over the next five days, The Argus will publish two questions a day. At the end of the competition on Friday, September 18, fill in the answers on the entry form provided below today and post it to: The Carousel Entertainment World Competition, The Argus, P O Box 15399, VLAEBERG 8018. The competition closes on Friday, September 25.

All the fun of the fair and a whirl of non-stop entertainment for the entire family; that's The Carousel, an entertainment complex without parallel in the southern hemisphere.

In the Victorian era, on which the complex is modelled, funfairs moved from town to town and one of their most popular attractions was the carousel, with its brightly-painted wooden horses, rising and dipping in a circle.

This is the age which has been recalled at The Carousel, with its fountains and prancing wooden horses, and its own, magnificent, stained glass roofs held up by the kind of elegantly slim hammer-beams and arched girders which still adorn Victorian London stations.

Today's two questions are:

1. From which era does the Carousel take it's theme?
 2. How far north of Pretoria is the Carousel?
- For additional information on the Carousel, or to enter the competition, telephone 011 441 1111.

SA elects to go it alone at IMF and World Bank for next 2 years

ARG 23/9/92 (158) (355)

The Argus Correspondent

WASHINGTON. — South Africa is reliably understood to have decided to go it alone at the International Monetary Fund and World Bank for another two years.

With voting on the issue due later today, Switzerland made South Africa a "relatively attractive" offer to join its group in establishing the new 24th seat on the executive boards of the IMF and World Bank.

But after last-minute meetings with Swiss officials here yesterday, South African sources said they had decided to put the issue "back on ice". There was little chance they would reverse this decision before the voting.

With the IMF/World bank precluded from lending to South Africa until there is "internal and external consensus" on the issue, South African representatives remained concerned that joining a group now might have political repercussions.

Moreover, a radical restructuring of the world bodies' governing boards is likely to happen at the 1994 election because the United States has demanded a

review of their structure in return for allowing Switzerland in as a 24th group.

The number of executive directors — who jointly decide policy — is likely to be trimmed back from 24 to 20. South Africa will then probably be able to negotiate a stronger position.

For the past few years, South Africa — which was once part of the Australian group — has been excluded from any constituency. Instead, it has maintained its own principal permanent representative to the IMF and World Bank, at present Dr Frans le Roux. He is entitled to sit in on relevant debates.

"We will not be badly off in continuing these arrangements," a top official said.

Member nations at the IMF and the World Bank are each allocated voting quotas based on the size of their economies. They form groups to vote for executive directors who represent those groups.

The new Swiss constituency, which will be established today, represents an increase from 23 to 24 in the number of executive directors.

SACCAWU victory

Sowetan 24/9/92

Workers forced final settlement through militant action

By Ike Motsapi

THE four-week-old strike by about 100 members of the South African Commercial Catering and Allied Workers Union at Fredsmol In-store Marketing was called off on Monday.

The most important concession gained by the union is the realisation of its demand for a monthly minimum wage of R980.

The settlement was reached last Thursday at 3am while approximately 70 strikers toyi-toyed through the night at the company's head office. Strikers returned to work after management and the union reached a settlement on a variety of issues.

Ms Sue Harvey of Saccawu's legal unit said: "The most important thing for our union is that workers forced the final settlement through their own militant action"

Harvey said the union and management reached agreement on the following issues:

- *Short timer's hours are immediately increased from 30 to 35 per week and they receive the same increase - R145 as full-time staff members. This increase is back-dated to March 1 1992;

- *Moratorium on retrenchments;

- *No new employments until short timers have full-time jobs;

- *A minimum monthly salary of R980;

- *A worker's committee is to sit with management to study the company's operations. This is intended to find ways of reverting back to a 40 hour weekly working period;

- *No disciplinary action will be taken against people who had been on strike; and

- *That strikers must report back to work on Monday September 21.

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2. KLOUSULE 19. ELEKTROTEGNIJSE ONTWIKKELINGS- EN OPLEIDINGSFONDS VAN DIE ELEKTROTEGNIJSE AANNEMINGSNYWERHEID—

In subklousule (1), vervang die uitdrukking "R2,00" deur die uitdrukking "R2,50".

DEEL II

3. KLOUSULE 4: OPGAWES VAN LONE EN VERDIENSTES

Vervang die bestaande loontabel deur die volgende:

	"Loon per uur R
Meester-elektrisiën.....	15,88
Elektrisiën en ambagsman	13,03
Elkonop 3	9,73
Elkonop 2	9,21
Elkonop 1	6,18
Arbeider.....	5,06
Drywer van 'n voertuig waarvan die onbelaste massa—	
(a) hoogstens 3 500 kg is.....	5,47
(b) van 3 501 kg tot 9 000 kg is.....	6,18
(c) 9 001 kg en meer is.....	7,04"

Soos gemagtig, vir en namens die partye by die Raad, op hede die 11de dag van Junie 1992, te Kaapstad onderteken.

M. MILLER,

Voorsitter van die Raad.

M. BENNETT,

Ondervoorsitter van die Raad.

G. J. J. VAN DER MERWE,

Sekretaris van die Raad.

No. R. 2698

25 September 1992

WET OP ARBEIDSVERHOUDINGE, 1956

BESKUITNYWERHEID VAN SUID-AFRIKA: HERNUWING VAN OOREENKOMS

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 Goewermenskennisgewings R. 2047 van 7 Oktober 1988, R. 2758 van 15 Desember 1989, R. 1877 van 10 Augustus 1990 en R. 1600 van 5 Julie 1991, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1993 eindig.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

No. R. 2699

25 September 1992

WET OP ARBEIDSVERHOUDINGE, 1956

BESKUITNYWERHEID VAN SUID-AFRIKA: WYSIGING VAN OOREENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming,

2. CLAUSE 19. ELECTRICAL DEVELOPMENT AND TRAINING FUND FOR THE ELECTRICAL CONTRACTING INDUSTRY—

In subclause (1) substitute the expression "R2,50" for the expression "R2,00".

PART II

3. CLAUSE 4: SCHEDULE OF WAGES AND/OR EARNINGS

Substitute the following for the existing table of wages:

	"Rate per hour R
Master electrician	15,88
Electrician and artisan	13,03
Elkonop 3	9,73
Elkonop 2	9,21
Elkonop 1	6,18
Labourer.....	5,06
Driver of a vehicle, the unladen weight of which is—	
(a) up to 3 500 kg	5,47
(b) from 3 501 kg to 9 000 kg.....	6,18
(c) 9 001 kg and over	7,04"

Signed at Cape Town, as authorised, for and on behalf of the parties to the Council, the 11th day of June 1992.

M. MILLER,

Chairman of the Council.

M. BENNETT,

Vice-Chairman of the Council.

G. J. J. VAN DER MERWE,

Secretary of the Council.

No. R. 2698

25 September 1992

LABOUR RELATIONS ACT, 1956

BISCUIT MANUFACTURING INDUSTRY OF SOUTH AFRICA: RENEWAL OF AGREEMENT

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 the provisions of Government Notices R. 2047 of 7 October 1988, R. 2758 of 15 December 1989, R. 1877 of 10 August 1990 and R. 1600 of 5 July 1991, to be effective from the date of publication of this notice and for the period ending 28 February 1993.

G. M. E. CARELSE,

Deputy Minister of Manpower.

No. R. 2699

25 September 1992

LABOUR RELATIONS ACT, 1956

BISCUIT MANUFACTURING INDUSTRY OF SOUTH AFRICA: AMENDMENT OF AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Under-

Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1993 eindig, bindend is vir die 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 die genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (b), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1993 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat 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

NASIONALE NYWERHEIDSRAAD VIR DIE BESKUIT- NYWERHEID VAN SUID-AFRIKA

OOREENKOMS

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

Employers' Organisations of the Biscuit Manufacturing Industry of South Africa

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

National Union of Operative Biscuit Makers and Packers of South Africa

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

wat die partye is by die Nasionale Nywerheidsraad vir die Beskuitnywerheid van Suid-Afrika,

om die Hofooreenkoms gepubliseer by Goewermmentskennisgewing No. R. 2047 van 7 Oktober 1988 (hierna die Herbekragtigingsooreenkoms genoem), soos hernieu en gewysig deur Goewermmentskennisgewings Nos. R. 2757 en R. 2758 van 15 Desember 1989, R. 832 van 12 April 1990, R. 1877 van 10 Augustus 1990, R. 2082 van 31 Augustus 1990, R. 1186 van 24 Mei 1991 en R. 1600 van 5 Julie 1991 te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word—

- (a) in die landdrostdistrikte Bellville, Die Kaap, Goodwood, Kuilsrivier, Malmesbury, Moorreesburg, Simonstad, Somerset-Wes, Stellenbosch, Worcester en Wynberg.
- (b) deur alle werkgewers en werknemers in die Beskuitnywerheid wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is.

taking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 28 February 1993 upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (b) shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 28 February 1993 upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL FOR THE BISCUIT MANUFACTURING INDUSTRY OF SOUTH AFRICA

AGREEMENT

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

Employers' Organisations of the Biscuit Manufacturing Industry of South Africa

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

National Union of Operative Biscuit Makers and Packers of South Africa

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

being the parties to the National Industrial Council of the Biscuit Manufacturing Industry of South Africa,

to amend the Main Agreement published under Government Notice No. R. 2047 of 7 October 1988 (hereinafter referred to as the "Re-enacting Agreement"), as renewed and amended by Government Notices Nos. R. 2757 and R. 2758 of 15 December 1989, R. 832 of 12 April 1990, R. 1877 of 10 August 1990, R. 2082 of 31 August 1990, R. 1186 of 24 May 1991 and R. 1600 of 5 July 1991.

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) in the Magisterial Districts of Bellville, Goodwood, Kuils River, Malmesbury, Moorreesburg, Simon's Town, Somerset West, Stellenbosch, The Cape, Worcester and Wynberg.
- (b) by all employers and employees in the Biscuit Manufacturing Industry who are members of the employers' organisation and the trade union, respectively.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms slegs van toepassing op dié kategorieë werknemers vir wie minimum lone voorgeskryf word in klousule 4 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2479 van 19 November 1982 (hierna die "Vorige Ooreenkoms" genoem) en op die werkgewers van sodanige werknemers.

2. KLOUSULE 4 VAN DIE VORIGE OOREENKOMS: LONE

Vervang subklousule (1) deur die volgende:

"(1) Die minimum lone wat aan ondergenoemde klasse werknemers betaal moet word, is soos volg:

	<i>Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms</i>
	<i>Loon per week</i>
	R
Graad 1: Voormanbeskuitbakker	713,29
Graad 2: Beskuitbakker, voorman, voormanver- sender, ambagsman	627,20
Graad 3: Magasyn, blikmakeronderbaas, bestelwaverkoopsman en handelsreisiger	530,03
Graad 4: Besteller	486,51:
Met dien verstande dat die volgende addisio- nele bedrae betaalbaar is aan bestellers in die klasse soos aangedui:	
Van 9 000 tot 16 000 kg: R6,00 per week.	
Meer as 16 000 kg: R9,00 per week.	
Bediener van 'n beskuiuitsny-en-embosseer masjien, deegmenger of deegman, oond- man:	
Eerste jaar ondervinding	367,62
Tweede jaar ondervinding	423,29
Daarna	486,51
Graad 5: Deegroller	476,20
Graad 6: Senior onderbaas	454,90
Graad 7: Versender, onderbaasverpakker, afsetbevorderaar, eerstehulp-beddiener, klerk .	387,02
Graad 8: Assistent-magasynman, bediener van 'n sjokolade-omhulmasjien, gehaltebeheer- kontroleur, drywer	364,77:
Met dien verstande dat die volgende addisio- nele bedrae betaalbaar is aan drywers van motorvoertuie in die klasse soos aangedui:	
Van 3 500 tot 9 000 kg: R3,00 per week.	
Van 9 000 tot 16 000 kg: R6,00 per week.	
Meer as 16 000 kg: R9,00 per week.	
Graad 9: Valmesmasjienbediener, faktotum, bediener van 'n stempelpers, masjienwerker ..	320,42
Graad 10: Wassery-onderbaas, laboratorium- werker, voorraadhulp, assistent-oondman, assistent-deegroller	304,55

(i) As 'n assistent-oondman permanent tot oondman bevorder word, moet hy—

na twee jaar diens as 'n assistent-oondman, teen die loon van 'n eerstejaar-oondman besoldig word;

na drie jaar diens as 'n assistent-oondman, teen die loon van 'n tweedejaar-oondman besoldig word;

na vier jaar of langer diens as 'n assistent-oondman, teen die loon van 'n oondman besoldig word.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to those categories of employees for whom minimum wages are prescribed in clause 4 of the Agreement published under Government Notice No. R. 2479 of 19 November 1982 (hereinafter referred to as the "Former Agreement") and to the employers of such employees.

2. CLAUSE 4 OF THE FORMER AGREEMENT: WAGES

Substitute the following for subclause (1):

"(1) The minimum wages that shall be paid to the under-mentioned classes of employees shall be as follows:

	<i>From date of coming into operation of this Agreement</i>
	<i>Wage per week</i>
	R
Grade 1: Foreman biscuit baker	713,29
Grade 2: Biscuit baker, foreman, foreman despatcher, artisan	627,20
Grade 3: Storeman, tin-making chargehand, van salesman and traveller	530,03
Grade 4: Vanman	486,51:
Provided that the following additional amounts shall be payable to vanmen in the categories indicated:	
From 9 000 to 16 000 kg: R6,00 per week.	
Over 16 000 kg: R9,00 per week.	
Biscuit cutting and embossing machine ope- rator, dough mixer or doughman, ovensman:	
First year of experience	367,62
Second year of experience	423,29
Thereafter	486,51
Grade 5: Brakesman	476,20
Grade 6: Senior chargehand	454,90
Grade 7: Despatcher, chargehand packer, merchandiser, first-aid attendant, clerical employees	387,02
Grade 8: Assistant storeman, chocolate enrob- ing machine operator, quality control atten- dant, driver	364,77:
Provided that the following additional amounts shall be payable to drivers of motor vehicles in the categories indicated:	
From 3 500 to 9 000 kg: R3,00 per week.	
From 9 000 to 16 000 kg: R6,00 per week.	
Over 16 000 kg: R9,00 per week.	
Grade 9: Guillotine machine operator, handy- man, the stamping press operator, machine- hand	320,42
Grade 10: Laundry chargehand, laboratory attendant, stock-hand, assistant ovensman, assistant brakesman	304,55

(i) If an assistant ovensman is permanently promoted to ovensman—

after two years employment as an assistant ovensman, he shall be paid at the rate for the first year ovensman;

after three years' employment as an assistant ovensman, he shall be paid at the rate for a second year ovensman;

after four years' or more employment as an assistant ovensman, he shall be paid at the rate for an ovensman.

	Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms Loon per week R	From date of coming into operation of this Agreement Wage per week R
(ii) Indien en wanneer 'n deegroller weens siekte of 'n ander oorsaak van sy werk afwesig is, moet die assistent-deegroller die werk van die deegroller verrig en moet hy gedurende die tyd wat hy aldus werk-saam is, besoldig word teen die loon wat in Graad 5 vir 'n deegroller voorgeskryf word.		(ii) If and when a brakesman is absent from his work through illness or other cause, the assistant brakesman shall perform the work of the brakesman and shall be paid, during the time he is so employed, at the rate specified in Grade 5 for a brakesman.
Graad 11: Telklerk, papierstalletjiewerker, hanteerder van personeelpakkette..... Werknemers wat blikke maak of blikke en houers herstel wat nie elders vermeld word nie: Eerste 12 maande ondervinding Daarna.....	287,82 268,50 287,82	Grade 11: Tally clerk, paper stall attendant, staff parcels attendant..... Employees engaged in tin making or repairing of tins and containers not elsewhere specified: First 12 months of experience Thereafter
Graad 12: Verpakker, etiketteerder, pakkiesverpakker, monsterverpakker: Eerste 42 maande ondervinding Daarna..... Afsetbevorderaar se assistent Plukker	268,50 281,92 268,50 281,92	Grade 12: Packer, labeller, packer packer, sample packer: First 42 months of experience Thereafter Merchandising assistant Picker
Graad 13: Ketelbediener, wag (nagwag, dagwag of hekweg), werknemers wat rantsoene gaarmaak, werknemers nie elders vermeld nie Fabriekwerker: Eerste ses maande ondervinding..... Daarna.....	268,50 268,50 276,32	Grade 13: Boiler attendant, watchman (night watchman, day watchman or gatekeeper), employees engaged in cooking of rations, employees not elsewhere specified Factory operative: First six months of experience..... Thereafter
Graad 14: Arbeider, afleweringssassistent..... 'n Los werknemer moet ten opsigte van elke dag of gedeelte van 'n dag wat hy gewerk het, minstens een vyfde die weekloon van 'n arbeider betaal word: Met dien verstande dat waar daar nie van 'n los werknemer vereis word om meer as vier opeenvolgende ure op 'n dag te werk nie, sy voorgeskryfde loon met 50 persent verminder kan word. Die weekloon van 'n werknemer wat per maand betaal word, is sy maandloon gedeel deur vier en 'n derde."	268,50	Grade 14: Labourer, delivery assistant A casual employee shall be paid in respect of every day or part of a day of employment not less than one fifth of the weekly wage of a labourer: Provided that where a casual employee is not required to work for a period of more than four consecutive hours on any day his prescribed wage may be reduced by 50 per cent. The weekly wage of a month-paid employee shall be his monthly wage divided by four and a third."

3. KLOUSULE 9 VAN DIE VORIGE OOREENKOMS: JAARLIKSE VERLOF

(i) Vervang subklousule (1) (a) (iv) deur die volgende:

"(iv) in die geval van 'n werknemer wat 12 jaar of meer ononderbroke diens by dieselfde maatskappy het, vyf agtereenvolgende werkdae verlof plus die verlof wat in (i), (ii en (iii) hierbo voorgeskryf is: Met dien verstande dat vir die doel van hierdie paragraaf enige onderbreking van diens van 6 maande of minder nie as gebroke diens beskou word nie en so 'n onderbreking nie in ag geneem word by die berekening van die werknemers se tydperk van diens nie,".

(ii) Voeg die volgende nuwe subklousule (7) in:

"(7) *Jaarlikse sluiting*: Binne 'n bedryfsinrigting wat 'n jaarlikse sluiting waarneem, hou alle werknemers wat gedurende die sluiting hulle jaarlikse verlof neem, om 12h00 op die laaste werkdag voor die begin van die sluiting op werk en word hulle vir 'n volle dag ten opsigte van daardie dag betaal."

3. CLAUSE 9 OF THE FORMER AGREEMENT: ANNUAL LEAVE

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

"(iv) In the case of an employee who has 12 years or longer unbroken service with the same company, five consecutive working days leave of absence in addition to the leave provided for in (i), (ii) and (iii) above: Provided that for the purpose of this paragraph any break in service of 6 months or less shall not be regarded as broken service and such break shall not be taken into account in calculating the employee's length of service,".

(ii) Insert the following new subclause (7):

"(7) *Annual closing*: In an establishment which observes an annual shut down, all employees proceeding on their annual leave during the shut down shall cease work at 12h00 on the last working day prior to the commencement of the shut down and be paid a full day's pay in respect of that day."

4. KLOUSULE 10 VAN DIE VORIGE OOREENKOMS: SIEKTEVERLOF

In subklousule (3) (a) Kraamverlof, vervang die woorde "vier maande" en "tydperk van vier maande" deur die woorde "ses maande" en "tydperk van ses maande" onderskeidelik.

Geteken te Kaapstad op hede die 2de dag van April 1992.

N. DANIELS,

Voorsitter.

M. T. FORREST,

Ondervoorsitter.

K. L. BARNES,

Sekretaris.

No. R. 2700

25 September 1992

WET OP ARBEIDSVERHOUDINGE, 1956

VLEISBEDRYF, OOS-LONDEN: WYSIGING VAN
OOREENKOMS

Ek, Glen Morris Edwin Carelse, 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 1 Oktober 1992 en vir die tydperk wat op 30 September 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) (b) met ingang van 1 Oktober 1992 en vir die tydperk wat op 30 September 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 gebied in Klousule 1 van die Wysigingsooreenkoms gespesifiseer.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE

**NYWERHEIDSRAAD VIR DIE VLEISBEDRYF,
OOS-LONDEN**

OOREENKOMS

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

East London Meat Traders' Association

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

East London Meat Trade Union

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

wat die partye is by die Nywerheidsraad vir die Vleisbedryf, Oos-Londen,

4. CLAUSE 10 OF THE FORMER AGREEMENT: SICK LEAVE

In subclause (3) (a) Maternity Leave substitute the words "six months", and "six-month period" for the words "four months" and "four-month period" respectively.

Signed at Cape Town this 2nd day of April 1992.

N. DANIELS,

Chairman.

M. T. FORREST,

Vice-Chairman.

K. L. BARNES,

Secretary.

No. R. 2700

25 September 1992

LABOUR RELATIONS ACT, 1956

MEAT TRADE, EAST LONDON: AMENDMENT OF
AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 October 1992 and for the period ending 30 September 1995, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (b), shall be binding, with effect from 1 October 1992 and for the period ending 30 September 1995, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE MEAT
TRADE, EAST LONDON**

AGREEMENT

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

East London Meat Traders' Association

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

East London Meat Trade Union

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

being parties to the Industrial Council for the Meat Trade, East London,

4. KLOUSULE 10 VAN DIE VORIGE OOREENKOMS: SIEKTEVERLOF

In subklousule (3) (a) Kraamverlof, vervang die woorde "vier maande" en "tydperk van vier maande" deur die woorde "ses maande" en "tydperk van ses maande" onderskeidelik.

Geteken te Kaapstad op hede die 2de dag van April 1992.

N. DANIELS,

Voorsitter.

M. T. FORREST,

Ondervoorsitter.

K. L. BARNES,

Sekretaris.

No. R. 2700

25 September 1992

WET OP ARBEIDSVERHOUDINGE, 1956

**VLEISBEDRYF, OOS-LONDEN: WYSIGING VAN
OOREENKOMS**

Ek, Glen Morris Edwin Carelse, 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 1 Oktober 1992 en vir die tydperk wat op 30 September 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) (b) met ingang van 1 Oktober 1992 en vir die tydperk wat op 30 September 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 gebied in Klousule 1 van die Wysigingsooreenkoms gespesifiseer.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE

**NYWERHEIDSRAAD VIR DIE VLEISBEDRYF,
OOS-LONDEN**

OOREENKOMS

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

East London Meat Traders' Association

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

East London Meat Trade Union

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

wat die partye is by die Nywerheidsraad vir die Vleisbedryf, Oos-Londen,

4. CLAUSE 10 OF THE FORMER AGREEMENT: SICK LEAVE

In subclause (3) (a) Maternity Leave substitute the words "six months", and "six-month period" for the words "four months" and "four-month period" respectively.

Signed at Cape Town this 2nd day of April 1992.

N. DANIELS,

Chairman.

M. T. FORREST,

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K. L. BARNES,

Secretary.

No. R. 2700

25 September 1992

LABOUR RELATIONS ACT, 1956

**MEAT TRADE, EAST LONDON: AMENDMENT OF
AGREEMENT**

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 October 1992 and for the period ending 30 September 1995, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (b), shall be binding, with effect from 1 October 1992 and for the period ending 30 September 1995, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE MEAT
TRADE, EAST LONDON**

AGREEMENT

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

East London Meat Traders' Association

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

East London Meat Trade Union

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

being parties to the Industrial Council for the Meat Trade, East London,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2100 van 30 September 1983, soos verleng en gewysig by Goewermentskennisgewings Nos. R. 2083 en R. 2084 van 26 September 1986 en R. 2116 en R. 2117 van 29 September 1989 en R. 2649 van 18 September 1992.

1. TOEPASSINGSBESTEK

1. Hierdie Ooreenkoms moet nagekom word—

- (a) in die Landdrosdistrik Oos-Londen; en
- (b) deur alle werkgewers wat lede van die werkgewersorganisasies is en in die Vleisbedryf is, en deur alle werknemers wat lede van die vakverenigings is en in daardie Bedryf werkzaam is.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone voorgeskryf word by klousule 4 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2100 van 30 September 1983, soos verleng en gewysig by Goewermentskennisgewings Nos. R. 2083 en R. 2084 van 26 September 1986 en R. 2116 en R. 2117 van 29 September 1989.

2. KLOUSULE 3: WOORDOMSKRYWING

(1) Onder "algemene werker", skrap "(m) vleis verpak en toedraai" en hernommer (n), (o) en (p) tot (m), (n) en (o).

3. KLOUSULE 4: BESOLDIGING

Vervang klousule 4 deur die volgende:

"4. BESOLDIGING

Geen laer besoldiging as die volgende mag deur 'n werkgewer betaal en deur 'n werknemer aanvaar word nie:

	Per week R
(a) (i) <i>Bestuurder—</i>	
gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms	450,00
gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms	495,00
daarna	545,00
(ii) <i>Winkelkontroleur—</i>	
gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms	305,00
gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms	335,00
daarna	370,00
(b) (i) <i>Vleistechnikus en/of bereider van vleisprodukte, gekwalifiseer—</i>	
gedurende eerste jaar ondervinding	365,00
gedurende tweede jaar ondervinding	400,00
daarna	440,00
(ii) <i>Vleistechnikus en/of bereider van vleisprodukte, ongekwalifiseer—</i>	
gedurende eerste jaar ondervinding	300,00
gedurende tweede jaar ondervinding	330,00
daarna	365,00
(iii) <i>Snyer—</i>	
gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms	155,00
gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms	170,00
daarna	190,00

to amend the Agreement published under Government Notice No. R. 2100 of 30 September 1983, as extended and amended by Government Notices Nos. R. 2083 and R. 2084 of 26 September 1986 and R. 2116 and R. 2117 of 29 September 1989 and R. 2649 of 18 September 1992.

1. SCOPE OF APPLICATION

1. The terms of this Agreement shall be observed

- (a) in the Magisterial District of East London; and
- (b) by all employers who are members of the employers' organisation and who are engaged in the Meat Trade, and by all employees who are members of the trade union and who are employed in that Trade.

(2) 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 of the Agreement published under Government Notice No. R. 2100 of 30 September 1983, as extended and amended by Government Notices Nos. R. 2083 and R. 2084 of 26 September 1986 and R. 2116 and R. 2117 of 29 September 1989.

2. CLAUSE 3: DEFINITIONS

(1) Delete "(m) packing and wrapping of meat;" under "general workers" and renumber (n), (o) and (p) to read (m), (n) and (o).

3. CLAUSE 4: REMUNERATION

Substitute the following for clause 4:

"4. REMUNERATION

No employer shall pay and no employee shall accept remuneration lower than the following:

	Per week R
(a) (i) <i>Manager—</i>	
during first year of operation of this Agreement	450,00
during second year of operation of this Agreement	495,00
thereafter	545,00
(ii) <i>Shop controller—</i>	
during first year of operation of this Agreement	305,00
during second year of operation of this Agreement	335,00
thereafter	370,00
(b) (i) <i>Meat technician and/or smallgoodsman, qualified—</i>	
during first year of experience	365,00
during second year of experience	400,00
thereafter	440,00
(ii) <i>Meat technician and/or smallgoodsman, unqualified—</i>	
during first year of experience	300,00
during second year of experience	330,00
thereafter	365,00
(iii) <i>Cutter—</i>	
during first year of operation of this Agreement	155,00
during second year of operation of this Agreement	170,00
thereafter	190,00

	Per week R
(c) <i>Los werknemer</i> —'n <i>Pro rata</i> -bedrag vir die werklike tydperk wat hy gewerk het teen die voorgeskrewe loon van toepassing op die klas werk wat hy verrig.	
(d) (i) <i>Klerk, gekwalifiseer</i> —	
gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms	275,00
gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms.....	305,00
daarna	345,00
(ii) <i>Klerk, ongekwalifiseer</i> —	
gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms	225,00
gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms.....	250,00
daarna	275,00
(iii) <i>Kassier</i> —	
gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms	145,00
gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms.....	160,00
daarna	175,00
(e) (i) <i>Winkelassistent</i> —	
gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms	165,00
gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms.....	180,00
daarna	200,00
(ii) <i>Winkelhulp</i> —	
gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms	130,00
gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms.....	145,00
daarna	160,00
(f) <i>Algemene werker</i> —	
gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms	120,00
gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms	135,00
daarna	150,00
(g) <i>Motorvoertuigdrywer</i> :	
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat so 'n voertuig trek—	
(i) hoogstens 500 kg is—	
gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms	140,00
gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms.....	155,00
daarna	170,00
(ii) meer as 500 kg maar hoogstens 2 500 kg is—	
gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms	165,00
gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms.....	180,00
daarna	200,00
(iii) meer as 2 500 kg is—	
gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms	190,00
gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms.....	210,00
daarna	240,00
(h) (i) <i>Massameter en prysvassteller</i> —	
gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms	130,00
gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms.....	145,00
daarna	160,00

	Per week R
(c) <i>Casual employee</i> — <i>Pro rata</i> amount for the actual period worked by him at the prescribed rate applicable to the class of work he performs.	
(d) (i) <i>Clerical employee, qualified</i> —	
during first year of operation of this Agreement	275,00
during second year of operation of this Agreement	305,00
thereafter	345,00
(ii) <i>Clerical employee, unqualified</i> —	
during first year of operation of this Agreement	225,00
during second year of operation of this Agreement	250,00
thereafter	275,00
(iii) <i>Cashier</i> —	
during first year of operation of this Agreement	145,00
during second year of operation of this Agreement	160,00
thereafter	175,00
(e) (i) <i>Shop assistant</i> —	
during first year of operation of this Agreement	165,00
during second year of operation of this Agreement	180,00
thereafter	200,00
(ii) <i>Shop attendant</i> —	
during first year of operation of this Agreement	130,00
during second year of operation of this Agreement	145,00
thereafter	160,00
(f) <i>General worker</i> —	
during first year of operation of this Agreement	120,00
during second year of operation of this Agreement ..	135,00
thereafter	150,00
(g) <i>Motor vehicle driver</i> :	
Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—	
(i) does not exceed 500 kg—	
during first year of operation of this Agreement	140,00
during second year of operation of this Agreement	155,00
thereafter	170,00
(ii) exceeds 500 kg but not 2 500 kg—	
during first year of operation of this Agreement	165,00
during second year of operation of this Agreement	180,00
thereafter	200,00
(iii) exceeds 2 500 kg—	
during first year of operation of this Agreement	190,00
during second year of operation of this Agreement	210,00
thereafter	240,00
(h) (i) <i>Mass measurer and pricer</i> —	
during first year of operation of this Agreement	130,00
during second year of operation of this Agreement	145,00
thereafter	160,00

	Per week R
(ii) <i>Verpakker en toedraaier—</i> gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms	120,00
gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms.....	135,00
daarna	150,00
(i) <i>Deeltydse werknemer—</i> Minstens 60% van die gekwalfiseerde besoldiging teen die voorgeskrewe loon van toepassing op die klas werk wat hy ver- rig."	

4. KLOUSULE 5: BETALING VAN BESOLDIGING

Vervang subklousule (2) deur die volgende:

"(2) Daar mag van geen werknemer vereis word om, as deel van sy dienskontrak, kos of inwoning van sy werkgewer of op 'n plek deur sy werkgewer aangewys, aan te neem of om goedere van sy werkgewer te koop nie. Waar 'n werknemer instem om kos of inwoning of albei aan te neem, kan die werkgewer hoogstens die bedrae hieronder gespesifiseer, aftrek:

	Per week R
Kos en inwoning	30,00
Kos.....	20,00
Inwoning.....	10,00"

5. KLOUSULE 6: VERHOUDING VAN WERKNEMERS

Vervang subklousule (5) deur die volgende:

"(5) Wanneer enige werknemer die werk van 'n vleistegnikus verrig, word hy geag 'n vleistegnikus te wees."

6. KLOUSULE 7: WERKURE

Vervang subklousule (6) deur die volgende nuwe subklousule (5):

"(6) Klousules 7(1) (b), 8 (2) en 9 (1) is nie van toepassing nie op 'n werknemer wat—

gedurende die eerste jaar na die inwerkingtreding van hierdie Ooreenkoms R19 000;

gedurende die tweede jaar na die inwerkingtreding van hierdie Ooreenkoms R21 000; en

gedurende die derde jaar na die inwerkingtreding van hierdie Ooreenkoms R23 000,

per jaar verdien."

7. KLOUSULE 10: WERK OP SONDAE EN BESOLDIGING VIR WERK OP SONDAE

Vervang subklousule (2) deur die volgende:

"(2) Wanneer van 'n werknemer, uitgesonderd 'n los werknemer, vereis word om op 'n Sondag te werk, moet die werkgewer die werknemer minstens dubbel sy gewone loon betaal vir elke uur wat op 'n Sondag gewerk word."

8. KLOUSULE 11: VAKANSIEDAE EN BESOLDIGING

Vervang subklousule (4) deur die volgende:

"(4) (a) Ondanks subklousules (2) en (3) moet aan 'n werknemer wat minstens vyf jaar ononderbroke diens by dieselfde werkgewer het, een ekstra week verlof per jaar, of besoldiging in plaas van sodanige week, na goedgekeurde van die werkgewer toegestaan word.

(b) Waar die diens van sodanige werknemer voor die voltooiing van 'n jaar diens beëindig word, moet die werkgewer, vir en in plaas van die verlof aan die werknemer, vir elke voltooide week diens in die onvoltooide jaar vier twee-en-vyf-tigstes van 'n week se loon betaal, bereken teen die loon wat die werknemer ontvang het toe sodanige diens beëindig is."

	Per week R
(ii) <i>Packer and wrapper—</i> during first year of operation of this Agreement	120,00
during second year of operation of this Agreement	135,00
thereafter	150,00
(i) <i>Part-time employee—</i> Not less than 60% of the qualified remuneration at the prescribed rate appli- cable to the class of work he performs."	

4. CLAUSE 5: PAYMENT OF REMUNERATION

Substitute the following for subclause (2):

"(2) No employee shall be required as part of his contract of employment to board or lodge with his employer or at any place nominated by his employer or to purchase any goods from his employer. Where an employee agrees to accept board or lodging, or both, deductions not exceeding the amounts specified hereunder may be made by the employer:

	Per week R
Board and lodging	30,00
Board.....	20,00
Lodging	10,00"

5. CLAUSE 6: PROPORTION OR RATIO OF EMPLOYEES

Substitute the following for subclause (5):

"(5) Whenever any employee performs the work of a meat technician, he shall be deemed to be a meat technician."

6. CLAUSE 7: HOURS OF WORK

Substitute subclause (6) with the following new subclause (5):

"(6) The provisions of clauses 7 (1) (b), 8 (2) and 9 (1) shall not apply to an employee who is in receipt of—

R19 000 per annum during the first year of operation of this Agreement;

R21 000 per annum during the second year of operation of this Agreement;

R23 000 per annum during the third year of operation of this Agreement."

7. CLAUSE 10: SUNDAY WORKING AND PAYMENTS

Substitute the following for subclause (2):

"(2) Whenever an employee, other than a casual employee, is required to work on a Sunday, the employer shall pay to the employee not less than double his ordinary rate of remuneration for each hour worked on a Sunday."

8. CLAUSE 11: HOLIDAYS AND PAYMENTS

Substitute the following for subclause (4):

"(4) (a) Notwithstanding anything contained in subclauses (2) and (3), an employee who has had not less than five years' continuous service with the same employer shall be granted one extra week's leave per annum, or remuneration in lieu of such week, at the discretion of the employer.

(b) Where the service of such employee is terminated before the completion of a year's service, the employer shall, for and in lieu of leave, pay to the employee for each completed week of service in the uncompleted year, four fifty-secondths of a weeks pay at the rate that the employee was receiving when such service was terminated."

9. KLOUSULE 18: FONDSE VAN DIE RAAD

Vervang klousule 18 deur die volgende:

"18. FONDSE VAN DIE RAAD

Die fondse van die Raad, wat by die Raad berus en deur hom geadministreer moet word, word soos volg verkry:

(1) (a) Elke werkgewer moet ten opsigte van elke sake-onderneming wat hy besit of bedryf, 'n jaarlikse bydrae van R50,00 gedurende die eerste jaar na die inwerkingtreding van hierdie Ooreenkoms, R60,00 gedurende die tweede jaar na die inwerkingtreding van hierdie Ooreenkoms en R70,00 gedurende die derde jaar na die inwerkingtreding van hierdie Ooreenkoms, aan die Raad betaal. Sodanige bedrag is verskuldig op die datum van die inwerkingtreding van hierdie Ooreenkoms, of op die datum waarop hy tot die Vleisbedryf toetree, watter ook al die jongste datum is, en moet betaal word binne twee weke na die datum waarop dit verskuldig is.

(b) Elke werkgewer moet van die loon van elkeen van sy werknemers wat 'n loon van minder as R150,00 per week ontvang, R2,00 per maand gedurende die eerste jaar na die inwerkingtreding van hierdie Ooreenkoms aftrek, R3,00 per maand gedurende die tweede jaar na die inwerkingtreding van hierdie Ooreenkoms en R4,00 per maand gedurende die derde jaar na die inwerkingtreding van hierdie Ooreenkoms.

(c) Elke werkgewer moet van die loon van elkeen van sy werknemers wat 'n loon van R150,00 of meer per week ontvang, R3,00 per maand gedurende die eerste jaar na die inwerkingtreding van hierdie Ooreenkoms aftrek, R4,00 per maand gedurende die tweede jaar na die inwerkingtreding van hierdie Ooreenkoms en R5,00 per maand gedurende die derde jaar na die inwerkingtreding van hierdie Ooreenkoms.

Die werkgewer moet die totale bedrag wat aldus afgetrek is, voor of op die 10de dag van elke maand wat volg op die maand waarvoor sodanige betalings verskuldig is, aan die Sekretaris van die Raad stuur saam met die vorm voorgeskryf in Aanhangsel A."

Namens die partye op hede die 16de dag van Maart 1992 te Oos-Londen onderteken.

I. R. DAWE,
Voorsitter van die Raad.

J. VAN DER MERWE,
Ondervoorsitter van die Raad.

J. A. NICHOLAS,
Sekretaris van die Raad.

**DEPARTEMENT VAN NASIONALE
GESONDHEID EN BEVOLKINGS-
ONTWIKKELING**

No. R. 2672

25 September 1992

**DIE SUID-AFRIKAANSE GENEESKUNDIGE EN
TANDHEELKUNDIGE RAAD**

**REGULASIES WAT DIE OMVANG VAN DIE
BEROEPE SPRAAKTERAPIE EN OUDIOLOGIE
OMSKRYF: WYSIGING**

Die Minister van Nasionale Gesondheid het, op aanbeveling van die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad, kragtens artikel 61 (1) gelees met artikel 33 (1) van die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoepes, 1974 (Wet No. 56 van 1974), die regulasies in die Bylae hiervan uiteengesit, uitgevaardig.

BYLAE

1. In hierdie Bylae beteken "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing No. R. 889 van 5 Mei 1988, soos gewysig.

9. CLAUSE 18: COUNCIL FUNDS

Substitute the following for clause 18:

"18. COUNCIL FUNDS

The funds of the Council, which shall be vested in and administered by the Council, shall be provided in the following manner:

(1) (a) Every employer shall, in respect of each business he owns or conducts, pay to the Council an annual contribution of R50,00 during the first year of operation of this Agreement, R60,00 during the second year of operation of this Agreement and R70,00 during the third year of operation of this Agreement. Such sum shall become due on the date of coming into operation of this Agreement, or on the date on which he enters the Meat Trade, whichever is the later, and shall be paid within two weeks of the due date.

(b) R2,00 per month shall be deducted by every employer from the wages of each of his employees who are in receipt of wages of less than R150,00 per week during the first year of operation of this Agreement, R3,00 per month during the second year of operation of this Agreement and R4,00 per month during the third year of operation of this Agreement.

(c) R3,00 per month shall be deducted by every employer from the wages of each of his employees who are in receipt of wages of R150,00 or more per week during the first year of operation of this Agreement, R4,00 per month during the second year of operation of this Agreement and R5,00 per month during the third year of operation of this Agreement.

The total amount so deducted shall be forwarded by the employer to the Secretary of the Council together with the form prescribed in Annexure A, not later than the 10th day of each month following the month in respect of which such payments are due."

Signed at East London, on behalf of the parties, this 16th day of March 1992.

I. R. DAWE,
Chairman of the Council.

J. VAN DER MERWE,
Vice-Chairman of the Council.

J. A. NICHOLAS,
Secretary of the Council.

**DEPARTMENT OF NATIONAL
HEALTH AND POPULATION
DEVELOPMENT**

No. R. 2672

25 September 1992

**THE SOUTH AFRICAN MEDICAL AND
DENTAL COUNCIL**

**REGULATIONS DEFINING THE SCOPE OF THE
PROFESSIONS OF SPEECH THERAPY AND AUDI-
OLOGY: AMENDMENT**

The Minister of National Health has, in terms of section 61 (1) read with section 33 (1) of the Medical Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), on the recommendation of the South African Medical and Dental Council, made the regulations set out in the Schedule hereto.

SCHEDULE

1. In this Schedule "the Regulations" means the regulations published under Government Notice No. R. 889 of 5 May 1988, as amended.

Employer clause on agenda at engineering wage talks

ENGINEERING industry pay talks have moved into a delicate phase, with all parties due to meet today to fine-tune a clause protecting employers against compulsory plant-level wage bargaining.

Seifsa executive director Brian Angus said yesterday he was "guardedly optimistic about a settlement".

He declined to disclose the results of a special industry council meeting held on Wednesday.

Seifsa has made its revised wage offer of a 9.1% increase on actual earnings conditional on union acceptance of a clause that protects employers against compulsory company-level bargaining.

Angus said Numsa would be at Friday's meeting which, according to Metal and Electrical Workers' Union of SA spokesman Zithulele Cindi, would finalise details of the clause on wage bargaining levels.

Numsa last week shunned talks on the clause which aims to stop unions from forcing employers into paying higher rates

than agreed at national negotiations.

Cindi said his union accepted Seifsa's offer in principle, but had reservations about the rider limiting union rights on wage bargaining.

"Where workers already have the right to factory-level bargaining, this should remain. The clause must not be permanent."

Motivating Numsa's opposition to the clause, Numsa chief negotiator Les Kettle-das last week said it protected employers only, with no reciprocal security for workers against arbitrary changes to service conditions. He said the union also insisted that a settlement depended on the reinstatement of about 3 000 Numsa members fired during the August strike.

Angus earlier indicated the clause could be reviewed at a later stage.

Seifsa's final offer has been accepted by unions affiliated to the Confederation of Mining and Building Unions, the Mine Workers' Union and the Iron and Steel Workers' Union. — Sapa.

SCHEDULE

By the deletion of regulation 4.04.12.

Note.—With the commencement of section 105 (as amended) of the Customs and Excise Act 1964, published in Act 111 of 1991 on 5 July 1991 rule 12.01 published in Government Notice No. R. 1468 of 28 June 1991 came into effect. The said rule stipulates that interest at the rate of 17% per annum will be charged from 5 July 1991 on amounts of duty outstanding. Regulation 4.04.12 has as a result become superfluous and is being deleted.

No. R. 2778

2 October 1992

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 1 (No. 1/4/130)

Under section 48 of the Customs and Excise Act, 1964, Part 4 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

J. A. VAN WYK,

Deputy Minister of Finance.

BYLAE

Deur regulasie 4.04.12 te skrap.

Opmerking.—Met die inwerkingtreding van die gewysigde artikel 105 van die Doeane- en Aksynswet, 1964, soos afgekondig in Wet 111 van 1991 op 5 Julie 1991 het reël 12.01 gepubliseer in Goewermentskennisgewing No. R. 1468 van 28 Junie 1991 van krag geword. Rente teen 'n koers van 17% per jaar is sedert 5 Julie 1991 betaalbaar op verskuldigde en uitstaande bedrae aan reg. Die uitwerking van bogenoemde het meegebring dat regulasie 4.04.12 nie meer bestaansreg het nie en dus geskrap word.

No. R. 2778

2 Oktober 1992

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/4/130)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 4 van Bylae No. 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

J. A. VAN WYK,

Adjunkminister van Finansies.

SCHEDULE

I		II		III	Annotations
Surcharge Item	Tariff Heading	Surcharge Code	Description	Rate of Surcharge	
166.00	36.00	01.00	By the substitution for tariff heading No. 36.00 of the following: Explosives; pyrotechnic products; matches; pyrophoric alloys; certain combustible preparations; Goods of headings and subheadings Nos. 3604.10, 36.05 and 36.06	15%	

Note.—The effect of this amendment is that the rate of surcharge on fireworks of subheading No. 3604.10 is reduced from 40% to 15%.

BYLAE

I		II		III	Annotasies
Bobelastingitem	Tariefpos	Bobelastingkode	Beskrywing	Skaal van Bobelasting	
166.00	36.00	01.00	Deur tariefpos No. 36.00 deur die volgende te vervang: Ontplobbare stowwe; pirotegniese produkte; vuurhoutjies; pirotegniese legerings; sekere ontvlambare preparate; Goedere van poste en subposte Nos. 3604.10, 36.05 en 36.06	15%	

Opmerking.—Die uitwerking van hierdie wysiging is dat die skaal van bobelasting op vuurwerke van subpos No. 3604.10 van 40% na 15% verlaag word.

DEPARTMENT OF MANPOWER

No. R. 2708

2 October 1992

LABOUR RELATIONS ACT, 1956 (355)

CHEMICAL INDUSTRY, CAPE: AMENDMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amen-

DEPARTEMENT VAN MANNEKRAG

No. R. 2708

2 Oktober 1992

WET OP ARBEIDSVERHOUDINGE, 1956

CHEMIKALIEËNYWERHEID, KAAP: WYSIGINGS 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 Wysigingsoor-

ding Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading in this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1992, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

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

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CHEMICAL INDUSTRY (CAPE)

MAIN AGREEMENT

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

Cape Manufacturing Chemists' and Druggists' Association

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

Chemical and Allied Workers' Union

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

being the parties to the Industrial Council for the Chemical Industry (Cape),

to amend the Main Agreement published under Government Notice No. R. 1462 of 7 July 1989 (hereinafter referred to as the Re-enacting Agreement), as amended and renewed by Government Notices Nos. R. 2878 of 29 December 1989, R. 1040 of 11 May 1990, R. 100 of 18 January 1991, R. 2051 of 23 August 1991 and R. 1130 of 24 April 1992.

1. AREA AND SCOPE OF APPLICATION OF MAIN AGREEMENT

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

- (a) by all employers who are members of the employers' organisation and are engaged in the Chemical Industry and by all employees who are members of the trade union and are employed in the said Industry;
- (b) in the municipal area of Cape Town, as it existed on 19 October 1966, and in the Magisterial Districts of Goodwood (excluding those portions which in terms of Government Notice No. 1882 of 3 October 1975 were transferred from the Magisterial District of The Cape and excluding those portions which in terms of Government Notice No. 1611 of 3 September 1976 were transferred from the Magisterial District of The Cape and

eenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 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 31 Desember 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.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE CHEMIKALIEË- NYWERHEID (KAAP)

HOOFOOREENKOMS

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

Cape Manufacturing Chemists' and Druggists' Association

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

Chemical and Allied Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Chemikalieënywerheid (Kaap),

om die Hoofooreenkoms, gepubliseer by Goewermentskennisgewing No. R. 1462 van 7 Julie 1989 (hierna die Herbekragtiging genoem), soos gewysig en hernieu deur Goewermentskennisgewings Nos. R. 2878 van 29 Desember 1989, R. 1040 van 11 Mei 1990, R. 100 van 18 Januarie 1991, R. 2051 van 23 Augustus 1991 en R. 1130 van 24 April 1992, te wysig.

1. TOEPASSINGSBESTEK VAN HOOFOOREENKOMS

(1) Hierdie Ooreenkoms moet in die Chemikalieënywerheid (Kaap) nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Chemikalieënywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging is en in genoemde Nywerheid werksaam is;
- (b) in die munisipale gebied van Kaapstad, soos dit op 19 Oktober 1966 bestaan het, en in die landdrosdistrikte Goodwood (uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewing No. 1882 van 3 Oktober 1975 vanaf die landdrosdistrik Die Kaap oorgeplaas is en uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewing No. 1611 van 3 September 1976 vanaf die landdrosdistrikte Die Kaap

Wynberg) and Bellville (excluding those portions which in terms of Government Notices Nos. 2102 and 173 of 2 November 1945 and 9 February 1973, respectively, were transferred from the Magisterial District of Wynberg), in that portion of the Magisterial District of Stellenbosch which, prior to the publication of Government Notice No. 283 of 2 March 1962, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 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 the Magisterial District of Malmesbury.

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

(3) Notwithstanding anything to the contrary in this Agreement, nothing herein contained shall be construed as affecting or applying to employees earning not less than R39 100 per annum, nor to workers commonly known within the Chemical Industry as sales representatives: Provided that the provisions of this subclause shall not affect the provision of clause 16.

2. CLAUSE 4: WAGES

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

"(a) Employees other than casual employees:

	Per hour R	Weekly R	Monthly R
Category I:			
First six months	4,9995	209,98	909,83
Thereafter	5,3499	224,70	973,61
Category II:			
First six months	5,3499	224,70	973,61
Thereafter	5,5097	231,40	1 002,67
Category III:			
First six months	5,5097	231,40	1 002,67
Thereafter	5,7352	240,88	1 043,73
Category IV:			
First six months	5,7352	240,88	1 043,73
Thereafter	6,2530	262,63	1 137,96
Category V:			
First six months	6,2350	262,63	1 137,96
Thereafter	7,4147	311,42	1 349,39
Category VI:			
First six months	7,4147	311,42	1 349,39
Thereafter	7,8295	328,84	1 424,87
Category VII:			
First six months	7,8295	328,84	1 424,87
Thereafter	11,7341	492,83	2 135,45
Category VIII:			
First six months	11,7341	492,83	2 135,45
Thereafter	13,9087	584,18	2 531,24".

(2) Substitute the following for subclause (7):

"(7) *Night shift*: In addition to the wages prescribed in subclause (1) hereof, an employer shall pay an extra 20 per cent of wages per shift to each employee any portion of whose normal working hours falls within the period 18h00 to 06h00."

en Wynberg oorgeplaas is) en Bellville (uitgesonderd daardie gedeeltes wat ingevolge Goewermmentskennisgewings Nos. 2102 en 173 van onderskeidelik 2 November 1945 en 9 Februarie 1973 vanaf die landdrosdistrik Wynberg oorgeplaas is), in daardie gedeelte van die landdrosdistrik Stellenbosch wat voor die publikasie van Goewermmentskennisgewing No. 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het en in daardie gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermmentskennisgewing 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 Goewermmentskennisgewing No. 1683 van 7 Augustus 1987, binne die landdrosdistrik Bellville geval het en in die landdrosdistrik Malmesbury.

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

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet niks hierin vervat so uitgelê word dat dit die werknemers wat minstens R39 100 per jaar verdien of werkers wat in die algemeen in die Chemikalieënnywerheid as verkoopsverteenwoordigers bekend staan, raak of op hulle van toepassing is nie: Met dien verstande dat hierdie subklousule nie klousule 16 raak nie.

2. KLOUSULE 4: LONE

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

"(a) Werknemers, uitgesonderd los werknemers:

	Per uur R	Weekliks R	Maandeliks R
Kategorie I:			
Eerste ses maande	4,9995	209,98	909,83
Daarna	5,3499	224,70	973,61
Kategorie II:			
Eerste ses maande	5,3499	224,70	973,61
Daarna	5,5097	231,40	1 002,67
Kategorie III:			
Eerste ses maande	5,5097	231,40	1 002,67
Daarna	5,7352	240,88	1 043,73
Kategorie IV:			
Eerste ses maande	5,7352	240,88	1 043,73
Daarna	6,2530	262,63	1 137,96
Kategorie V:			
Eerste ses maande	6,2350	262,63	1 137,96
Daarna	7,4147	311,42	1 349,39
Kategorie VI:			
Eerste ses maande	7,4147	311,42	1 349,39
Daarna	7,8295	328,84	1 424,87
Kategorie VII:			
Eerste ses maande	7,8295	328,84	1 424,87
Daarna	11,7341	492,83	2 135,45
Kategorie VIII:			
Eerste ses maande	11,7341	492,83	2 135,45
Daarna	13,9087	584,18	2 531,24".

(2) Vervang subklousule (7) deur die volgende:

"(7) *Nagskof*: Benewens die loon wat in subklousule (1) hiervan voorgeskryf word, moet 'n werkgewer aan elke werknemer van wie 'n gedeelte van sy normale werkure in die tydperk 18h00 tot 06h00 val, 'n ekstra 20 persent van sy loon per skof betaal."

(3) Substitute the following for subclause (9) (a):

"(9) (a) *Calculation of wages:* All employees who earned above the minimum rate prior to 1 January 1992 shall be entitled to a 15% increase: Provided the employees shall not earn less than the new minimum wages for the category in which they are employed."

3. CLAUSE 7: HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

In subclause (7) (b) substitute the expression "R6,00" for the expression "R4,00".

4. CLAUSE 13 *bis*: RETRENCHMENT/REDUNDANCY POLICY AND PROCEDURE

Substitute the following for subclause (4):

"(4) *Severance pay:* (a) Severance pay shall be based on length of service and shall be in addition to notice pay (if applicable) and accrued holiday pay.

(b) Retrenched and redundant employees shall receive two weeks' wages for every completed year of service up to 10 years' service with a minimum of 8 weeks' wages, and three weeks' wages for each completed year of service after 10 years' service to a maximum of 52 weeks' wages: Provided that employees who are made redundant or are retrenched before completing 1 year's service shall receive 2 weeks' wages as severance pay."

5. CLAUSE 16: COUNCIL FUNDS

In subclause (1) substitute the expression "22c" for the expression "18c" and the expression "95c" for the expression "77c".

6. Insert the following new clause 25:

"CLAUSE 25: FUNERAL INSURANCE

(1) For the purpose of providing employees and their dependants with funeral insurance benefits, every employer shall each month deduct from the actual wages paid to the said employee in his employ R1,40 of such wage and shall add thereto a like amount which like amount shall be paid by the employer on behalf of the said employees in his employ.

(2) The contributions prescribed in subclause (1) shall be transmitted to the Secretary of the Industrial Council, P.O. Box 1536, Cape Town, 8000, not later than the seventh day of each month.

Should any payment due in terms of this clause not be received by the Council by the end of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, Act 55 of 1975, calculated from the seventh day until the day upon which payment is actually received by the Council:

Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance. In the event of the Council's incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall also be liable to pay forthwith all such costs of whatever nature between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer, first in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

(3) Vervang subklousule (9) (a) deur die volgende:

"(9) (a) *Loonberekening.*—Alle werknemers wat voor 1 Januarie 1992 meer as die minimum loon ontvang het, is geregtig op 'n verhoging van 15%: Met dien verstande dat die werknemer nie minder mag ontvang nie as die nuwe minimum loon vir die kategorie waarin hy werksaam is."

3. KLOUSULE 7: WERKURE, GEWONE EN OORTYD, EN BESOLDIGING VIR OORTYD

In subklousule (7) (b), vervang die uitdrukking "R4,00" deur die uitdrukking "R6,00".

4. KLOUSULE 13 *bis*: BELEID EN PROSEDURE IN VERBAND MET PERSONEELVERMINDERING/POS BESNOEIING

Vervang subklousule (4) deur die volgende:

"(4) *Uittreeloon:* (a) 'n Uittreeloon moet op die jare diens gebaseer word en 'n bybetaling wees bo en behalwe kennisgeld (indien van toepassing) en opgehoopte verlofgeld.

(b) Personeelverminderde en posbesnoeide werknemers moet twee weke se loon vir elke voltooide diensjaar tot 10 jaar voltooide diens ontvang, met 'n minimum van 8 weke se loon, en drie weke se loon vir elke voltooide diensjaar na 10 jaar diens, tot 'n maksimum van 52 weke se loon: Met dien verstande dat personeelverminderde en posbesnoeide werknemers wat nog nie een diensjaar voltooi het nie, 2 weke se loon as uittreeloon moet ontvang."

5. KLOUSULE 16: FONDSE VAN DIE RAAD

In subklousule (1), vervang die uitdrukking "18c" deur die uitdrukking "22c" en die uitdrukking "77c" deur die uitdrukking "95c".

6. Voeg die nuwe klousule 25 in:

"KLOUSULE 25: BEGRAFNISVERSEKERING

(1) Ten einde aan werknemers en hulle afhanklikes begrafnisversekeringsvoordele te verskaf, moet elke werkgever elke maand R1,40 aftrek van werklike lone wat aan die werknemers in sy diens betaal word en daarby 'n gelyke bedrag voeg wat hy namens genoemde werknemers in sy diens moet betaal.

(2) Die bydraes in subklousule (1) voorgeskryf, moet voor of op die sewende dag van elke maand aan die Sekretaris van die Nywerheidsraad, Posbus 1536, Kaapstad, 8000, gestuur word.

Indien enige bedrag wat ingevolge hierdie klousule verskuldig is aan die einde van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nog nie deur die Nywerheidsraad ontvang is nie, is die werkgever onmiddellik aanspreeklik vir en moet hy rente betaal op sodanige bedrag of sodanige kleiner bedrag as wat nog nie betaal is nie, en wel teen die rentekoers wat in die Wet op die Voorgeskrewe Rentekoers, Wet 55 van 1975, voorgeskryf is, bereken vanaf die sewende dag tot op die dag waarop betaling werklik deur die Nywerheidsraad ontvang word:

Met dien verstande dat die Nywerheidsraad na goeë dunnke sodanige rente in enige individuele geval geheel of gedeeltelik kan kwyt skeld. Indien die Nywerheidsraad enige onkoste aangaan of verplig word om invorderingskommissie te betaal as gevolg van die werkgever se versuim om enige betaling voor of op die vervaldatum te maak, is die werkgever onmiddellik aanspreeklik vir die betaling van alle sodanige onkoste van watter aard ook al soos tussen prokureur en kliënt en alle sodanige invorderingskommissie, en kan die Nywerheidsraad na sy uitsluitlike goeë dunnke enige betaling wat deur die werkgever gemaak word, toewys om eerstens sodanige onkoste, invorderingskommissie en rente te dek en daarna die agterstallige hoofsom te verminder.

(3) The contributions received in terms of subclause (2) shall be transmitted by the Secretary of the Council to Metropolitan Life Limited for and on behalf of each member to cover such members and their dependants for funeral benefits as provided for in the Group Funeral Insurance Scheme and subject to the terms and conditions specified therein. A copy of the Group Scheme shall be transmitted to the Director-General of Manpower. (355)

(4) This clause shall not apply in respect of casual employees."

Signed on behalf of the parties this 21st day of February 1992.

S. PENNEY,
Chairman.

J. HEEGER,
Vice-Chairman.

K. L. BARNES,
Secretary.

(3) Die bydraes ooreenkomstig subklousule (2) ontvang, moet deur die Sekretaris van die Raad vir en namens elke lid aan Metropolitan Lewens gestuur word om sodanige lede en hulle afhanklikes vir begrafnisbystand te dek soos bepaal in die Groepbegrafnisversekeringskema en behoudens die bedinge en voorwaardes daarin bepaal. 'n Kopie van die groeppolis moet aan die Direkteur-generaal van Mannekrag gestuur word.

(4) Hierdie klousule is nie op los werknemers van toepassing nie."

Geteken namens die partye op hede die 21ste dag van Februarie 1992.

S. PENNEY,
Voorsitter.

J. HEEGER,
Ondervoorsitter.

K. L. BARNES,
Sekretaris.

No. R. 2710

2 October 1992

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY, EAST LONDON: AMENDMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

No. R. 2710

2 Oktober 1992

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIJSE NYWERHEID, OOS-LONDEN: 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 30 Junie 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 30 Junie 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.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE ELECTRICAL
INDUSTRY, EAST LONDON****MAIN AGREEMENT**

(355)

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

Electrical Contractors' Association (South Africa)

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

The South African Electrical Workers' Association

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

being the parties to the Industrial Council for the Electrical Industry, East London,

to amend the Agreement published under Government Notice No. R. 1749 of 17 August 1984, as extended, amended and renewed by Government Notices R. 1315 of 14 June 1985, R. 1363 of 21 June 1985, R. 360 and R. 361 of 20 February 1987, R. 451 and R. 452 of 11 March 1988, R. 1576 of 21 July 1989, R. 2107 of 29 September 1989, R. 1951 of 17 August 1990, R. 2045 of 23 August 1991, R. 2414 of 4 October 1991, R. 167 of 10 January 1992, R. 1342 of 15 May 1992 and R. 2108 of 24 July 1992.

PART I**GENERAL CONDITIONS APPLICABLE THROUGHOUT
THIS AGREEMENT****1. AREA AND SCOPE OF APPLICATION**

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

- (a) who are members of the employers' organisation and the trade union, respectively, and
- (b) who are engaged or employed in the industry in the Magisterial District of East London (excluding that portion which, prior to the publication of Government Notice 1079 of 10 June 1988, fell within the Republic of Ciskei).

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

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

PART II**2. CLAUSE 4: SCHEDULE OF WAGES AND/OR
EARNINGS**

Substitute the following for the table of wages:

	<i>"Cents per hour"</i>
Master electrician.....	1 098
Electrician, artisan and DAM.....	925
Elkonop 3.....	708
Elkonop 2.....	575
Elkonop 1.....	348

BYLAE**NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIIESE
NYWERHEID, OOS-LONDEN****HOOFOOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Electrical Contractors' Association (South Africa)

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en

The South African Electrical Workers' Association

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid, Oos-Londen,

tot wysiging van die Ooreenkoms, gepubliseer by Goewermentskennisgewing R. 1749 van 17 Augustus 1984, soos verleng, gewysig en hernieu by Goewermentskennisgewings R. 1315 van 14 Junie 1985, R. 1363 van 21 Junie 1985, R. 360 en R. 361 van 20 Februarie 1987, R. 451 en R. 452 van 11 Maart 1988, R. 1576 van 21 Julie 1989, R. 2107 van 29 September 1989, R. 1951 van 17 Augustus 1990, R. 2045 van 23 Augustus 1991, R. 2414 van 4 Oktober 1991, R. 167 van 10 Januarie 1992, R. 1342 van 15 Mei 1992 en R. 2108 van 24 Julie 1992.

DEEL I**ALGEMENE VOORWAARDES WAT DEURGAANS OP
HIERDIE OOREENKOMS VAN TOEPASSING IS****1. GEBIED EN TOEPASSINGSBESTEK**

(1) Hierdie Ooreenkoms moet nagekom word deur alle werkgewers en werknemers in die Elektrotegniese Nywerheid—

- (a) wat lede is van onderskeidelik die werkgewersorganisasie en die vakvereniging, en
- (b) wat betrokke is by of werksaam is in die Nywerheid in die landdrostdistrik Oos-Londen (uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennisgewing 1079 van 10 Junie 1988 binne die Republiek Ciskei geval het).

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of met enige voorwaardes of kennisgewing wat daarkragtens voorgeskryf of beteken is.

(3) Vir die toepassing van hierdie Ooreenkoms word die weeklikse loonskaal van vakleerlinge wat kragtens die Wet op Mannekragopleiding, 1981, voorgeskryf is, geag die weekloon van sodanige werknemers te wees en is die uurloon die weekloon soos hierbo bereken, gedeel deur die getal gewone ure wat in die betrokke bedryfsinrigting gewerk word.

DEEL II**2. KLOUSULE 4: OPGAWE VAN LONE EN
VERDIENSTE**

Vervang die loontabel deur die volgende:

	<i>"Sent per uur"</i>
Meester-elektrisiën.....	1 098
Elektrisiën, ambagsman en WHT.....	925
Elkonop 3.....	708
Elkonop 2.....	575
Elkonop 1.....	348

	355 "Cents per hour"
Driver of a vehicle, the unladen mass of which is—	
(a) up to 3 500 kg.....	380
(b) from 3 501 kg to 9 000 kg	449
(c) 9 001 kg and over.....	523
Labourer.....	285".

Signed at East London as authorised, for and on behalf of the parties to the Council, this 19th day of May 1992.

D. CAMPHER,
Chairman.

S. B. MATTHEUS,
Vice-Chairman.

G. R. J. STRYDOM,
Secretary.

No. R. 2774 **2 October 1992**

UNEMPLOYMENT INSURANCE ACT, 1966

AMENDMENT OF REGULATIONS

CORRECTION NOTICE

The commencement date in the Afrikaans text in paragraph (2) at the end of Government Notice No. R. 2585, published in *Government Gazette* No. 14267 of 11 September 1992, must read "1 April 1990" and not "1 April 190".

No. R. 2776 **2 October 1992**

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY,
NATAL: EXTENSION OF MAIN AGREEMENT

I, Izak Jacobus van Zyl, Chief Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices R. 2620 of 30 November 1984, R. 144 of 28 June 1985, R. 187 of 31 January 1986, R. 520 of 21 March 1986, R. 742 and R. 743 of 18 April 1986, R. 1169 of 13 June 1986, R. 1523 and R. 1524 of 18 July 1986, R. 1204 of 24 June 1988, R. 2333 and R. 2334 of 18 November 1988, R. 2111 of 29 September 1989, R. 391 of 23 February 1990, R. 137 of 25 January 1991, R. 1080 of 17 May 1991, R. 2855 of 29 November 1991, R. 863 of 20 March 1992, by a further period ending 30 April 1993.

I. J. VAN ZYL,

Chief Director: Labour Relations.

No. R. 2780 **2 October 1992**

MANPOWER TRAINING ACT, 1981

TEXTILE INDUSTRY: AMENDMENT OF CONDITIONS OF APPRENTICESHIP

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, acting in terms of section 13 of the Manpower Training Act, 1981, hereby amend, with effect from the second Monday after the date of publication of

	"Sent per uur"
Drywer van 'n voertuig waarvan die onbelaste massa—	
(a) hoogstens 3 500 kg is.....	380
(b) van 3 501 kg tot 9 000 kg is	449
(c) 9 001 kg en meer is	523
Arbeider.....	285".

Soos gemagtig, vir en namens die partye by die Raad, op hede die 19de dag van Mei 1992 te Oos-Londen onderteken.

D. CAMPHER,
Voorsitter.

S. B. MATTHEUS,
Ondervoorsitter.

G. R. J. STRYDOM,
Sekretaris.

No. R. 2774 **2 Oktober 1992**

WERKLOOSHEIDSVERSEKERINGSWET, 1966

WYSIGING VAN REGULASIES

VERBETERINGSKENNISGEWING

Die inwerkingtreddingsdatum in die Afrikaanse teks in paragraaf (2) aan die einde van Goewermmentskennisgewing No. R. 2585, gepubliseer in *Staatskoerant* No. 14267 van 11 September 1992, moet lees "1 April 1990" en nie "1 April 190" nie.

No. R. 2776 **2 Oktober 1992**

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, NATAL: VERLENGING VAN HOOFOOREENKOMS

Ek, Izak Jacobus van Zyl, Hoofdirekteur: 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 Goewermmentskennisgewings R. 2620 van 30 November 1984, R. 144 van 28 Junie 1985, R. 187 van 31 Januarie 1986, R. 520 van 21 Maart 1986, R. 742 en R. 743 van 18 April 1986, R. 1169 van 13 Junie 1986, R. 1523 en R. 1524 van 18 Julie 1986, R. 1204 van 24 Junie 1988, R. 2333 en R. 2334 van 18 November 1988, R. 2111 van 29 September 1989, R. 391 van 23 Februarie 1990, R. 137 van 25 Januarie 1991, R. 1080 van 17 Mei 1991, R. 2855 van 29 November 1991, R. 863 van 20 Maart 1992, R. 1479 van 29 Mei 1992 en R. 1792 van 26 Junie 1992, met 'n verdere tydperk wat op 30 April 1993 eindig.

I. J. VAN ZYL,

Hoofdirekteur: Arbeidsverhoudinge.

No. R. 2780 **2 Oktober 1992**

WET OP MANNEKRAGOPLEIDING, 1981

TEKSTIELNYWERHEID: WYSIGING VAN LEERVOORWAARDES

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, handelende kragtens artikel 13 van die Wet op Mannekragopleiding, 1981, wysig hierby met ingang van die tweede Maandag na die datum van

Human chain marks protest against Sasol

B/DAM 6/10/92
KATHRYN STRACHAN

CHEMICAL Workers' Industrial Union (CWIU) members yesterday formed a human chain around Sasol's head office in Rosebank in protest against the oil giant's retrenchment programme.

The demonstration was part of the CWIU's "national day of protest" against the company. This included a march in Cape Town to Prices Candles, a Sasol subsidiary.

The union demanded that Sasol halt the "unilateral restructuring" which had led to job losses, withdraw all pending retrenchments and immediately reopen negotiations in "good faith", CWIU acting general secretary Muzi Buthelezi said. It also demanded that Sasol withdraw all warnings issued to workers who took part in demonstrations, that it ask the Goldstone commission to probe alleged CCB activities at its Secunda complex, and that it agree to the principle of centralised bargaining.

Union delegates, with SACP secretary-general Chris Hani and Cosatu general secretary Jay Naidoo, met Sasol management yesterday in Rosebank.

Sasol yesterday urged the union to re-enter negotiations in good faith, Sapa reports.

Sasol media manager Lee-Ann Goodman said the protest stemmed from unfounded union allegations.

She denied new Sasol projects were intended to restructure the chemical industry, saying they were to ensure long-term growth. While retrenchment was sometimes unavoidable, 1 600 employees had accepted a voluntary package. Only 220 had been retrenched compulsorily, Goodman said. (355)

Wages, she said, were totally market-related. "Last year Sasol paid out R1,6bn to its employees and only about R440m to shareholders."

Employers, workers will pay more

Govt urged to tax pension contributions

PENSION fund contributions will no longer be fully tax deductible and taxpayers will pay more to the Receiver if government accepts proposals in the Jacobs report on financial services.

The report, released today, recommends that only two-thirds of an individual's pension fund contributions should be deducted from income for tax purposes, and only 80% of an employer's contributions.

It recommends that some tax be paid on current pension contributions instead of being delayed until pension benefits are ultimately paid.

Finance special adviser Japie Jacobs said in an interview the tax on pensions would be shared by employers and employees. Employees would pay tax on a third of their contributions at the marginal tax rate. Companies would pay the company tax rate on 20% of their contributions to pension funds on behalf of employees.

"Government has been losing R5bn a year because of deferred tax on pensions. We are recommending a new system that will reduce the loss to the fiscus," Jacobs said. He could not, however, quantify how much extra tax the new dispensation would yield. He added it would be phased in and a new approach to the taxation of the eventual payout of benefits would have

to be devised.

The change in the treatment of taxable income could push some individuals into higher marginal tax brackets. Jacobs, however, did not believe the new dispensation would prompt people to stop contributing to pension funds.

The report does not extend the new tax dispensation to provident funds, but said in a note this would have to be examined.

Jacobs noted that there would be no changes to taxation of lump sums and there would be no taxation of capital gains.

Other aspects of the report include the widely expected recommendation of the "four funds" approach to taxing life insurers. Asked whether the life insurers would pay more or less tax in terms of the new approach, Jacobs said some companies would pay more and others less. The report suggested that the "four funds" approach be phased in over three years.

A recommendation in the report that could reignite competition between banks and building societies is the scrapping of the Sixth Schedule of the Income Tax Act. This means policies will no longer have a minimum element of life cover and the minimum terms of policies will be reduced

□ To Page 2

Pensions

from 10 years to five.

Another recommendation in the Jacobs report that could spark debate is that there should be only one regulating authority for all financial services. At present, banks are regulated by a Registrar based in the Reserve Bank while life insurers fall under the Financial Services Board. Jacobs said there were still some grey areas that would have to be tackled before the two could be married.

The recommendation of one regulatory authority stemmed from the principle that risk management should be approached in a functional rather than institutional way.

Jacobs said an important focus of the report was prudential control and ensuring that the public was aware of who carried the risk. A new approach had been devised for the treatment of principals and agents

in investment transactions.

The report also recommended that marketing of financial services be subject to regulation. Jacobs said he hoped self-regulatory bodies would be created to ensure that norms were met.

LINDA ENSOR reports draft legislation is being prepared to give effect in the 1993 parliamentary session to the recommendations of the Jacobs report on the promotion of equal competition for funds between deposit-taking and contractual savings institutions.

Finance Deputy Minister Theo Alant said the draft amendment Bills would be released for comment in due course. He said the Jacobs report was obtainable from the secretary of the Financial Services Board, Private Bag X238, Pretoria 0001.

□ From Page 1

Pension fund tax move 'socially irresponsible'

By Sven Lünsche

STAR 8/10/92

The Jacobs Committee's shock proposal to scrap the full tax-deductibility of pension fund contributions has been described as "socially irresponsible and a short-sighted attempt to shore up the Government's short-term cash-flow problems".

The Jacobs report on financial services, released yesterday, recommends that blanket tax deductions on pension fund contributions by individuals and companies be phased out.

Other key proposals include the establishment of one regulating authority for all financial services and scrapping the Sixth Schedule of the Income Tax Act. (see box)

It is expected that the amended legislation to give effect to these proposals will be passed during the 1993 session of Parliament.

Tax analysts say the report should not be equated with impending legislation in that its contents are only recommendations published for comment by interested parties.

However, the key proposal, if accepted, will force individuals to pay tax on one-third of their contributions to pension funds.

At present, the full pension fund contribution is tax-deductible.

The burden will be worsened if it pushes taxpayers into higher tax brackets.

The committee's key proposals

- Employees would have to pay tax on one-third of their pension fund contributions.
- Employers would have to pay tax on 20 percent of their contributions to pension funds at the company tax rate of 48 percent.
- Benefits at retirement from all fund sources would be limited to a reasonable amount.
- Replacing the sixth Schedule of the Income Tax Act with legislation which would tax-exempt life insurance investments with no life cover and a term in excess of five years.
- A "four-front" approach to the tax base of life insurers, allowing life companies to run four separate funds for tax purposes.
- All providers of financial services to the public would be required to register in terms of a proposed Financial Services Act, creating one regulatory body for the industry.

Twenty percent of pension fund contributions from employers could also attract tax at the prevailing company tax rates.

Independent pensions broker Patrick Anderton says it is a measure of the Government's desperate need to tax every available source that it is prepared to sacrifice the previously sacrosanct area of retirement provision, Des Parker reports.

Mr Anderton believes the plan runs counter to all advice to the Government on pension funding over the years.

The proposal would also cut across ANC policy, which is that

tax should be levied on the life assurance sector, rather than on the man in the street.

Tony Davey, Southern Life's general manager, legal and tax services, says implementation of the proposals would provide the fiscus with additional cash flows.

"There is also a socio-economic perspective, which is that the full current tax relief on contributions favours the higher income groups, which effectively results in the state granting disproportionate incentives to those who arguably need it least," Mr Davey says.

The second drastic recommendation is scrapping the Sixth

Schedule of the Income Tax Act a proposal that has been welcomed by the Life Offices Association (LOA).

Currently, investments with life companies have to be for a minimum of ten years and must have a certain level of life cover to escape tax liability.

The life cover requirement is now set to fall away from any investment of longer than five years, if the recommendation is accepted.

The report makes important recommendations on the tax base for long-term insurers, proposing a four-fund approach.

According to the deputy director of the LOA, Jury Wessels, the industry as a whole will pay less tax if the four-fund approach is adopted, although this will differ from company to company.

Life insurers which focus more on individual life products will generally pay less than those which offer retirement and pension fund products, he says.

Furthermore, if accepted, the proposals will result in one regulating body for the entire financial services industry to replace the Registrar for Banks (banks) and the Financial Services Board (life insurers).

The committee, which was headed by the special adviser to the Department of Finance, Dr Japie Jacobs, was appointed to investigate the factors affecting equal competition between banks and life companies.

Jacobs plan 'will worsen tax burden'

810m 8/10/92 355
TAX experts warned yesterday that companies would be forced to shoulder more of the tax burden if recommendations in the Jacobs report on financial services were implemented.

They also said any tax benefits accruing to individuals under the new proposals would be wiped out by inflation.

In terms of the recommendations, 80% of an employer's pension fund contributions would be deducted from income for tax purposes and two-thirds of an individual's contributions.

The report also recommended that some tax be paid on current pension contributions instead of being delayed until pension benefits were ultimately paid.

Arthur Andersen tax expert Pierre du Toit said the tax to be paid by employers had not been paid before and would be a new burden on companies.

He added that, for individuals, inflation could erode any tax benefits granted when the eventual payout took place.

"Once government starts milking the retirement cow, there is a danger it might never stop," Du Toit said.

He was especially concerned by the reference to the treatment of pension fund "build-ups". The report said consideration should be given to placing an upper limit on the investment returns that would be tax-free. Du Toit said it was of great concern if this meant government was considering taxing asset appreciation.

"This would represent a substantial change in philosophy and serious debate is required," he said.

Tax expert Costa Divaris said the move

to tax pensions was like "attacking motherhood and apple pie" because it might be politically easier than raising the VAT rate.

He said all taxes were eventually paid by the consumer and it would be simpler just to increase the VAT rate. He foresaw that the increase in taxable income would cause salaries to rise as people would want to be compensated for the increased tax payments — and inflation would follow.

It was possible that the eventual payout would be taxed as a saving on which income had been earned.

Other consultants said there were likely to be tax concessions when the pension payout was made, but felt there was a need for more clarity on the issue.

Southern Life tax expert A H Davey said any changes to the tax dispensation would be acceptable only if they gave concessions on the end benefits side — equivalent to what it took on the contribution side.

Du Toit said even if the concessions were equivalent, more tax would still be paid.

Deloitte & Touche's Willem Cronje said it was not sound policy to tamper with a rule such as the tax-free nature of pensions. Government lacked credibility and people would worry that the tax-free portion would be drawn into the net in future. The move to tax pensions contributed by business would generate uncertainty.

A spokesman for the life assurance industry said it would lobby for public sector

GRETA STEYN
and LINDA ENSOR

□ To Page 2

Pension

810m 8/10/92 355
pension funds to receive the same tax treatment recommended by the report for private sector funds.

Life Offices Association director Jurie Wessels said in Cape Town that the industry felt strongly that the public sector funds — which enjoyed huge advantages over the private sector — should be treated in an equal manner.

Not only did the inequalities distort the market and the patterns of employment, but they also meant that the private sector pension industry would have to bear a greater tax burden than would be necessary if the public sector was also taxed on a similar basis.

The pension fund industry was not thoroughly consulted on these proposals which were apparently included at a fairly late

stage in the report, apparently at the request of Finance Minister Derek Keys.

Sanlam chief economist Johan Louw said the report confirmed the vitally important role of contractual savings in SA.

"It confirms our view that contractual saving does not interfere with discretionary saving. These forms of saving supplement each other — there is a need and place for both.

"Regarding the application of contractual savings, the report agrees that it is not the function of the mobilisers of these funds to act as entrepreneurs who establish new factories and mines. These are trust funds to be invested in the best possible way to the benefit of policyowners."

● See Page 8

● Comment: Page 10

□ From Page 1

355

Strikers locked out

RAINBOW Chickens has locked out about 500 striking workers at its Worcester complex, company spokesman Rob Southley said yesterday.

The strike against a split R35 pay offer entered its third day yesterday and has caused a major interruption in production, he said.

"Workers yesterday forced down a gate. The police have been monitoring the situation but have not taken any action," Southley said.

Strikers represented by the Food and Allied Workers Union are demanding that the R35 increase offered implemented from July 1.

Southey 7/10/92

UNIONS VS BOSSES

Will they ever see eye to eye?

FM 9/10/92

The conventional stance of employers and unions is usually head to head, with common ground being uncommonly scarce. And in such eyeball-to-eyeball situations, the real needs of both parties are often lost sight of. Since the early 80s, this has also been the case in the employee benefits arena.

A currently popular viewpoint, for instance, has favoured provident funds over pension funds. Major reasons for this are complexity of funding, inequities when workers leave the fund and general mistrust of an 'employer-designed' benefit system, foisted on employees with a suspicious taint of paternalism and a 'take it or leave it' lack of communication.

In eyeball-to-eyeball situations, real needs are lost sight of.

Myopia can be fatal
Faced with dissatisfaction, many employers have agreed to the provident fund the union wants. But often, this leaves many questions overlooked or unanswered.

For instance, what about the needs of non-unionised employees? Or shifts in union affiliation? How about open-ended commitments to re-negotiate contribution rates? Or the burning issue of trusteeship? Short-sightedness by either side regarding such issues is simply looking for trouble in the long term.

When negotiations become negative

At an even more basic level, there's a general lack of vision about needs: the 'true' needs of the worker vis-à-vis the needs of the employer to attract, retain and motivate staff while containing costs

in difficult times.
The conventional view of employers is that they provide employee benefits as a moral obligation. But the unions see these as part and parcel of annual wage negotiations, and negotiation rules out obligation. Either way, it's clear that employee benefits can no longer be regarded as separate from the overall remuneration package. It is also self-evident that negotiations are a permanent feature of the employee benefits scene, even though they are often characterised by suspicion, hostility, posturing and emotional arguments on both sides.

Wanted: a different focus

The blind spot shared by both is that employee benefit negotiations are all too often conducted along traditional bargaining lines. This 'win-lose' approach can never be in both parties' interests because there are too many unresolved issues at stake, and the end result will be, at best, an unsatisfactory compromise.

We at Old Mutual Employee Benefits believe that a new perception is required. And we are in a good position to see both sides of the picture. Our long experience in dealing with negotiated benefits has shown that an essentially *needs-focused* approach of convergent bargaining can lead to innovative solutions. Which in turn have resulted in 'win-win' situations for numerous clients: small and large, employers and unions.

The way we see it is: negotiations are inevitable; conflict need not be.

If you would like to know more about this or any other employee benefits issue, please call our consultants at one of the numbers below, or speak to your broker.

Johannesburg	(011) 227 2566
Pretoria	(012) 341 7650
Durban	(031) 302 5911
Cape Town	(021) 591 0971
Port Elizabeth	(041) 521 713
Bloemfontein	(051) 477 812
East London	(0431) 430 777
Windhoek	(061) 37337
Harare	(14) 73 4011
Blantyre	62 0677



Bringing added value to the workplace. For the benefit of all.

Wage agreement in engineering sector

ALAN FINE

AFTER seven months of negotiations, including a four-week strike by 80 000 Numsa members, employers and unions in the engineering industry reached agreement yesterday on wages and working conditions for 1992/3. *BDM 14/10/92*

A Seifsa statement said the agreement, effective from July 1, provided for a 9,1% wage increase for 320 000 employees.

For the first time, the increase will apply to actual, as opposed to scheduled, minimum wages. In return, the unions have agreed to a clause that will bar them from compelling employers to negotiate additional increases at plant level.

Another unusual feature is an undertaking by parties to the industrial council to give sympathetic consideration to applications from companies in certain economically depressed regions for permission to pay less onerous increases.

Free State and northern Cape employers dependent on the mining industry may apply for an exemption allowing them to implement the increase from January 1. Natal employers may apply to pay only a 7,3% increase.

A previous arrangement whereby Border employers could pay 5% less than the scheduled rate to people employed from July 1 1991 remains in force. The agreement also offers improved severance pay and subsistence allowances.

Sapa reports Numsa spokesman Les

□ To Page 2

Engineering

BDM 14/10/92
Kettledas said it was not an agreement members could be jubilant about.

It is understood Numsa withdrew a request for a clause committing Seifsa to recommend reinstatement of 3 000 workers dismissed during the August strike.

The union is attempting to pursue the issue through official channels. A request that the matter be dealt with as a single dispute was turned down by employers.

Confederation of Metal and Building Unions director Ben Nicholson, who repre-

sents six artisan unions, said certain unions had dragged out discussions by their "unwillingness to accept the realities".

"We could have saved those 3 000 jobs. Although we are accused of not being militant enough, the outcome shows that militancy does not always pay," he said.

□ Numsa announced it planned a march on Anglo American headquarters tomorrow to protest against the dismissal of 600 Boart employees during the strike.

From Page 1

LABOUR Mwasa achieves a major breakthrough for workers

Court rules accommodation is part of labour practice

AN INDUSTRIAL COURT ruling that provision of sleep-in accommodation for workers constitutes a labour practice has been hailed as a major breakthrough.

The ruling by Professor PH Cloete in the industrial court sitting in Pietersburg affected members of the Media Workers Association of South Africa (Mwasa) employed by Sankor manufacturing.

Cloete found in his judgment that the dismissal of more than 400 workers following a dispute over the termination of accommodation and demand for a wage increase constituted an unfair labour practice.

He found that the accommodation in the company's premises was a condition of service and that the workers' strike in June last year was the only remedy available for them.

Tabulating the case and its progress, Cloete said the workers, who earned R120 per month in instalments, were housed in compounds erected by the management until they were verbally told about the intention to terminate the accommodation.

Not zoned

The company said the town council had given it notice to terminate accommodation of workers on the premises as the area was not zoned for residential purposes.

In efforts to stave off a confrontation, Mwasa arranged alternative accommodation on a farm near Silicon mine, about 19km from the company premises.

The company would have had to pay an accommodation fee of R15 for each worker a month as well as transport to and from work.

The company refused, saying it did not have money for such a project.

Mwasa then secured a plot in Seshego where accommodation could be built by the company, but this too was turned down.

The union then coupled its proposals with a wage increment to enable employees to afford the rental and transportation fees.

On agreement with the union, the company applied to the town council for permission for the employees to stay on the then existing accommodation in the premises.

The town council however responded by instructing the company to "cease illegal occupation and remove all illegal structures and buildings on the premises".

The workers later approached the management to get clarification on developments regarding the termination of the accommodation.

The management remained adamant that no alternative accommodation would be provided and was not prepared to accede to proposals by their union.

This became the turning point of the dispute which resulted in a strike.

They were later dismissed in an action that attracted the attention of overseas trade unions

Southern 19/10/92.
■ IMPORTANT RULING Both the union and the company will appeal against ruling: *355*

including the International Confederation of Free Trade Unions (ICFTU).

Police raided union offices and arrested several strikers who were accused of harassing scab labourers. The company even applied and was granted a restraining order.

Labour unions in Taiwan, where the Chinese owners of the firm come from, also intervened after the ICFTU had asked for world wide support.

A consumer boycott in Pietersburg was also implemented.

When the consumer boycott began to bite, the town council met the union and denied issuing an order for the demolition of the accommodation but that existing accommodation on the company premises be upgraded.

The company however contended that the premises was zoned for industrial purposes and employees, except night watchmen, could

When the consumer boycott began to bite, the town council met the union and denied issuing an order for the demolition of the accommodation but that existing accommodation on the company premises be upgraded.

not be housed.

The company maintained that accommodation was not part of the employment package.

But in his judgement, Cloete found that agreement was expressly and in some cases tacitly entered into since the employees were allowed to sleep on the premises while the management was aware and never objected to it for four years.

All employees who testified said the right to stay on the premises was a condition of service since it was negotiated and never

denied. They all said they would not have accepted employment without accommodation.

They also testified that their wages were low because accommodation was provided. Management did not testify nor challenge this point and Cloete took it as evidence that remained un rebutted.

Cloete also found the right to accommodation had been part of the conditions of service adhered to for over four years and has constituted a labour practice.

The management therefore committed a breach of that condition while hiding behind the town council's instructions, he concluded.

The dismissal constituted an unfair labour practice because they resorted to the only available remedy.

Since the majority of dismissed workers have already been replaced and the company was without vacancies, Cloete ordered the management to pay the workers two months salaries which amounted to a total of R103 832.

However, the dispute is still raging as both parties have indicated that they are to appeal against the judgment and finding.

The union wanted the workers to be reinstated. While accepting the finding of the court, Mwasa is to appeal against the monetary settlement granted. It is too little and in any case, not what they had wanted, they said.

The company on the other hand, according to their lawyer, Mr Jan Stemmet, is to appeal against the findings that:

The right to accommodation was a condition of service;

There was no other remedy available to the workers than to withhold their labour;

The decision to terminate their services was unfair; and

The company pay compensation to workers. Mwasa official Mr Albert Makgoba said the judgment was an important victory as it established that provision of accommodation to workers on a long-term basis constituted an employment practice that if terminated unfairly can be punishable by law.

"Workers testified their wages were low because accommodation was provided. Management did not testify or challenge this point and Cloete took it as evidence that remained un rebutted."

Salaries not keeping abreast of inflation

IN SHARP contrast to two years ago, salaries in the information technology field have been lagging behind inflation.

The PE Corporate Services data processing salary survey 1992, done in conjunction with personnel firm CPL, evaluated salaries in 300 companies, most of which had large computer departments.

PE Corporate Services director Jon Cole said salaries were failing to keep pace with inflation because there was no longer the scarcity of skills of a few years ago. Also, hardware and software were becoming more user-friendly so demand for high-level skills was not as high.

Information technology workers were, however, probably faring better than those in many other industries, Cole said.

Higher-level skilled staff, such as project leaders and systems analysts, as well as software developers, were less affected than other workers because software and services were

growing at a faster rate than hardware sales.

Staff turnover had dropped considerably, with people holding onto their jobs. In 1990, the turnover rate was 21%. It dropped to 14% last year and in the latest survey was at 9%.

He advised those interested in entering this job market to look at areas such as software programming, and advised them to gain sufficient business skills to become competent analysts.

"Many people wanting to enter the industry or to move up the corporate ladder do not have sufficient business skills to do so; it's becoming more important for them to be able to relate computer systems directly to the way businesses work," he said.

Cole declined to give details on how far behind inflation salaries were actually lagging. He said figures published in the past had caused problems in some companies which were not keeping up with the industry's averages.

Amendment of regulation 4 of the Regulations

2. Regulation 4 of the Regulations is hereby amended—

- (a) by the substitution for subregulation (1) of the following subregulation:

“(1) A member of the board or of a committee, other than a member who is an officer, shall be paid a remuneration or allowance of, in the case of a board member, R38,00 per hour with a maximum of R297,00 per day and, in the case of a committee member, R32,00 per hour with a maximum of R254,00 per day, in respect of every hour during which such member attends or travels to or from a meeting of the board or of a committee, as the case may be”.

Commencement

3. The amendment of regulation 4 (1) of the Regulations shall be deemed to have come into operation on 1 August 1992.

No. R. 2949

23 October 1992

WAGE ACT, 1957

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AMENDMENT OF WAGE DETERMINATION 463: MEAT, COLD STORAGE, BACON CURING AND SMALL GOODS INDUSTRY, CERTAIN AREAS

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby, in terms of section 15 (6) of the Wage Act, 1957, amend Wage Determination 463: Meat, Cold Storage, Bacon Curing and Small Goods Industry, Certain Areas, published under Government Notice R. 1973 of 8 September 1989, in accordance with the Schedule hereto and fix the third Monday after the date of publication of this notice as the date from which the said amendment shall be binding.

G. M. E. CARELSE,

Deputy Minister of Manpower.

Wysiging van regulasie 4 van die Regulasies

2. Regulasie 4 van die Regulasies word hierby gewysig—

- (a) deur subregulasie (1) deur die volgende subregulasie te vervang:

“(1) 'n Lid van die raad of van 'n komitee, uitgesonderd 'n lid wat 'n beamppte is, word 'n toelae of besoldiging betaal van, in die geval van 'n raadslid, R38,00 per uur met 'n maksimum van R297,00 per dag en, in die geval van 'n komiteelid, R32,00 per uur met 'n maksimum van R254,00 per dag, ten opsigte van elke uur waartydens so 'n lid 'n vergadering van die raad of van 'n komitee, na gelang van die geval, bywoon of daarheen of daarvandaan reis”.

Inwerkingtreding

3. Die wysiging van regulasie 4 (1) van die Regulasies word geag op 1 Augustus 1992 in werking te getree het.

No. R. 2949

23 Oktober 1992

LOONWET, 1957

WYSIGING VAN LOONVASSTELLING 463: VLEIS-, KOELKAMER-, SPEKBEREIDING- EN KLEINGOEDERENYWERHEID, SEKERE GEBIEDE

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, wysig hierby kragtens artikel 15 (6) van die Loonwet, 1957, Loonvasstelling 463: Vleis-, Koelkamer-, Spekbereiding- en Kleingoederywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R. 1973 van 8 September 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.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

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SCHEDULE

BYLAE

1. In clause 3—

(1) substitute the following for paragraph (b) of subclause (1):

“(b) Employees, other than casual employees and part-time employees:

A. THE MEAT INDUSTRY

1. In clause 3—

(1) vervang paragraaf (b) van subklousule (1) deur die volgende:

“(b) Werknemers, uitgesonderd los werknemers en deelydse werknemers:

A. DIE VLEISNYWERHEID

	The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Sandfontein, Roodepoort, Sasolburg (excluding the municipal area of Deneyville), Simon's Town, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg and the municipal area of Paarl		The Magisterial Districts of Bloemfontein, Camperdown, East London, Odenburg, Pietermaritzburg, Somerset West, Stellenbosch, Strand, Virginia and Welkom, and the municipal areas of Hermanus, Kimberley, Klerksdorp, Orkney, Potchefstroom, Stilfontein, Wellington and Witbank		The Magisterial Districts of Highveld Ridge and Port District of Kimberley, other than the municipal area of Kimberley and the municipal areas of Bethal, Bethlehem, Brits, Bronkhorstspuit, Delmas, Empangeni, Ermelo, Estcourt, Fochville, George, Grahamstown, Harrismith, Heidelberg (Tvl), Knysna, Kroonstad, Ladysmith, Lichtenburg, Malmesbury, Middelburg (Tvl), Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Potgietersrus, Rustenburg, Scottburg, Upington, Warmbaths, White River and Worcester		The municipal areas of Aliwal North, Balfour, Beaufort West, Caledon, Ceres, Cradock, De Aar, Dundee, Ficksburg, Glencoe, Graaff-Reinet, King William's Town, Kuruman, Louis Trichardt, Lydenburg, Middelburg (Cape), Montagu, Moorreesburg, Nylstroom, Parys, Phalaborwa, Piet Retief, Queenstown, Riversdale, Robertson, Somerset East, Standerton, Slangers, Swellendam, Tzaneen, Volksrust, Vredenburg-Saldanha, Vryburg and Vryheid		The municipal areas of Barberton, Burgersdorp, Christiana, Groblersdal, Heilbron, Kokstad, Ladybrand, Senekal, Thabazimbi, Wolmaransstad and Zeerust	
	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter
	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week
Artisan	266,10	292,80	242,30	266,60	213,70	235,10	197,00	216,70	177,40	195,20
Artisan's aide —										
during the first six months of experience	134,80	148,30	122,20	134,50	108,30	119,20	99,20	109,20	85,20	93,80
during the second six months of experience	141,80	156,00	128,50	141,40	113,90	125,30	103,40	113,80	90,10	99,20
thereafter	148,80	163,70	134,80	148,30	118,70	130,60	109,00	119,90	95,00	104,50
Blockman —										
during the first year of experience	141,80	156,00	128,50	141,40	113,90	125,30	104,80	115,30	95,70	105,30
during the second year of experience	166,90	183,60	152,30	167,60	134,10	147,60	124,30	136,80	113,90	125,30
during the third year of experience	189,00	207,90	174,60	192,10	153,70	169,10	143,20	157,60	132,70	146,00
thereafter	217,90	239,70	198,40	218,30	173,90	191,30	162,70	179,00	150,90	166,00
Blockman's assistant —										
during the first year of experience	121,50	133,70	109,70	120,70	97,10	106,90	89,40	98,40	77,50	85,30
thereafter	141,80	156,00	128,50	141,40	113,90	125,30	104,10	114,60	90,10	99,20
Boiler attendant	125,00	137,50	112,50	123,80	99,90	109,90	91,50	100,70	79,60	87,60
Chargehand	125,00	137,50	112,50	123,80	99,90	109,90	91,50	100,70	79,60	87,60
Chaufeur	144,60	159,10	131,30	144,50	119,40	131,40	111,80	123,00	101,30	111,50

	The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kullis River, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg (excluding the municipal area of Deneyville), Simon's Town, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg and the municipal area of Paarl		The Magisterial Districts of Kimberley and the municipal areas of Bethal, Bethlehem, Brits, Bronkhorstspuit, Delmas, Empangeni, Ermelo, Estcourt, Fochville, George, Grahamstown, Harismith, Heidelberg (Tvl), Knysna, Kroonstad, Ladysmith, Lichtenburg, Malmesbury, Middelburg (Tvl), Mossel Bay, Neispruit, Newcastle, Oudtshoorn, Pietersburg, Polgietersrus, Rustenburg, Scottsburg, Upington, Warmbaths, White River and Worcester		The municipal areas of Aliwal North, Balfour, Beaufort West, Caledon, Ceres, Cradock, De Aar, Dundee, Ficksburg, Glencoe, Graaff-Reinet, King William's Town, Kuruman, Louis Trichardt, Lydenburg, Middelburg (Cape), Montagu, Moortreesburg, Nylstroom, Parys, Phalaborwa, Piet Retief, Queenstown, Riversdale, Robertson, Somerset East, Standerton, Stanger, Swellendam, Tzaneen, Volksrust, Vredenburg-Saldanha, Vryburg and Vryheid		The municipal areas of Barberton, Burgersdorp, Christiana, Groblersdal, Heilbron, Kokstad, Ladybrand, Senekal, Thabazimbi, Wolmaransstad and Zeerust	
	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter
	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week
Clerk —								
during the first year of experience	139,00	152,90	114,60	126,10	106,20	116,90	96,40	106,10
during the second year of experience	163,40	179,80	132,70	146,00	122,20	134,50	113,20	124,60
during the third year of experience	186,50	205,20	150,90	166,00	139,00	152,90	130,60	143,70
thereafter	210,90	232,00	169,00	185,90	155,80	171,40	147,40	162,20
Cutter	141,80	156,00	113,90	125,30	104,10	114,60	90,10	99,20
Delivery employee or messenger	121,50	133,70	97,10	106,90	90,90	100,00	77,50	85,30
Despatch clerk —								
during the first year of experience	139,00	152,90	114,60	126,10	106,20	116,90	96,40	106,10
during the second year of experience	163,40	179,80	132,70	146,00	122,20	134,50	113,20	124,60
during the third year of experience	186,50	205,20	150,90	166,00	139,00	152,90	130,60	143,70
thereafter	210,90	232,00	169,00	185,90	155,80	171,40	147,40	162,20
Driver of —								
a light motor vehicle	144,60	159,10	119,40	131,40	111,80	123,00	101,30	111,50
a medium motor vehicle (articulated)	168,30	185,20	135,50	149,10	126,40	139,10	115,30	126,90
a medium motor vehicle (rigid)	161,30	177,50	129,90	142,90	120,80	132,90	110,40	121,50
a heavy motor vehicle (articulated)	185,80	204,40	146,70	161,40	136,20	149,90	125,00	137,50
a heavy motor vehicle (rigid)	178,10	196,00	141,10	155,30	130,60	143,70	119,40	131,40
an extra heavy motor vehicle (articulated)	201,10	221,30	161,30	177,50	148,80	163,70	137,60	151,40
an extra heavy motor vehicle (rigid)	192,80	212,10	154,40	169,90	142,50	156,80	132,00	145,20
an ultra heavy motor vehicle	209,50	230,50	168,30	185,20	155,10	170,70	143,90	158,30
First blockman	245,80	270,40	197,00	216,70	183,00	201,30	167,60	184,40
Foreman slaughterman	245,80	270,40	197,00	216,70	183,00	201,30	167,60	184,40
General worker	116,00*	128,00*	93,00*	102,00*	85,00*	94,00*	74,00*	81,00*

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	The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kullis River, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg (excluding the municipal area of Deneyville), Simon's Town, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg and the municipal area of Paarl		The Magisterial Districts of Bloemfontein, Camperdown, East London, Odenburg, Pietermaritzburg, Somerset West, Stellenbosch, Strand, Virginia and Welkom, and the municipal areas of Hermanus, Kimberley, Klerksdorp, Orkney, Potchefstroom, Stilfontein, Wellington and Witbank		The Magisterial Districts of Highveld Ridge and Port Shepstone, the Magisterial District of Kimberley, other than the municipal area of Kimberley and the municipal areas of Bethal, Bethlehem, Brits, Bronkhorstspuit, Delmas, Empangeni, Ermelo, Estcourt, Fochville, George, Grahamstown, Hammitsmith, Heidelberg (Tvl), Knysna, Kroonstad, Ladysmith, Lichtenburg, Malmesbury, Middelburg (Tvl), Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Potgietersrus, Rustenburg, Scottburg, Upington, Warmbaths, White River and Worcester		The municipal areas of Aliwal North, Balfour, Beaufort West, Caledon, Ceres, Cradock, De Aar, Dundee, Ficksburg, Glencoe, Graaff-Reinet, King William's Town, Kuruman, Louis Trichardt, Lydenburg, Middelburg (Cape), Montagu, Moorreesburg, Nylstroom, Parys, Phalaborwa, Piet Retief, Queenstown, Riversdale, Robertson, Somerset East, Standerton, Stanger, Swellendam, Tzaneen, Volksrust, Vredenburg-Saldanha, Vryburg and Vryheid		The municipal areas of Barberton, Burgersdorp, Christiana, Groblersdal, Heilbron, Kokstad, Ladybrand, Senekal, Thabazimbi, Wolmaransstad and Zeerust	
	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter
	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week
Mass-measurer and pricer — during the first three months of experience thereafter	121,50	133,70	109,70	120,70	97,10	106,90	89,40	98,40	77,50	85,30
Mobile hoist operator	128,50	141,40	116,00	127,60	102,70	113,00	92,20	101,50	81,70	89,90
Sales assistant — during the first year of experience	134,80	148,30	122,20	134,50	108,30	119,20	99,20	109,20	85,20	93,80
during the second year of experience	134,80	148,30	122,20	134,50	109,70	120,70	103,40	113,80	95,00	104,50
during the third year of experience	146,70	161,40	132,70	146,00	118,00	129,80	110,40	121,50	101,30	111,50
thereafter	157,90	173,70	143,20	157,60	126,40	139,10	117,40	129,20	107,60	118,40
Security guard — See second-last employee category in Table	169,70	186,70	153,70	169,10	134,80	148,30	124,30	136,80	114,60	126,10
Slaughterman — during the first year of experience	133,40	146,80	120,80	132,90	106,90	117,60	97,80	107,60	84,30	93,00
during the second year of experience	149,50	164,50	135,50	149,10	119,40	131,40	109,00	119,90	95,00	104,50
during the third year of experience	171,80	189,00	154,40	169,90	136,20	149,90	124,30	136,80	107,60	118,40
thereafter	192,80	212,10	173,90	191,30	153,00	168,30	139,00	152,90	120,10	132,20
Slaughterman's assistant — during the first year of experience	121,50	133,70	109,70	120,70	97,10	106,90	89,40	98,40	77,50	85,30
thereafter	134,80	148,30	122,20	134,50	108,30	119,20	99,20	109,20	85,20	93,80
Storeman — during the first year of experience	139,00	152,90	125,70	138,30	114,60	126,10	106,20	116,90	96,40	106,10
during the second year of experience	163,40	179,80	147,40	162,20	132,70	146,00	122,20	134,50	113,20	124,60
during the third year of experience	186,50	205,20	169,70	186,70	150,90	166,00	139,00	152,90	130,60	143,70
thereafter	210,90	232,00	191,40	210,60	169,00	185,90	155,80	171,40	147,40	162,20
Watchman — See last employee category in Table										
Employee not elsewhere in the paragraph specifically mentioned	125,00	137,50	112,50	123,80	99,90	109,90	91,50	100,70	79,60	87,60

	During the first 6 months after this amendment became operative	During the second 6 months after this amendment became operative	Thereafter	During the first 6 months after this amendment became operative	During the second 6 months after this amendment became operative	Thereafter	During the first 6 months after this amendment became operative	During the second 6 months after this amendment became operative	Thereafter	During the first 6 months after this amendment became operative	During the second 6 months after this amendment became operative	Thereafter	During the first 6 months after this amendment became operative	During the second 6 months after this amendment became operative	Thereafter
	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week
Security guard—															
(i) whose ordinary hours of work do not exceed 48 per week.....	137,20	137,20	151,00	124,80	124,80	137,30	108,90	108,90	119,80	100,50	100,50	110,60	89,60	89,60	98,60
(ii) whose ordinary hours of work exceed 48 per week.....	139,20	164,00	188,70	126,80	149,20	171,60	130,40	110,90	149,80	102,50	120,30	138,10	91,60	107,40	123,20
Watchman—															
(i) whose ordinary hours of work do not exceed 48 per week.....	128,00	128,00	140,80	116,00	116,00	128,00	102,00	102,00	112,00	94,00	94,00	103,00	81,00	81,00	89,00
(ii) whose ordinary hours of work exceed 48 per week.....	130,00	153,00	176,00	118,00	139,00	160,00	122,00	104,00	140,00	96,00	112,50	129,00	83,00	97,00	111,00

* Provided that the wage of the employee may be reduced by not more than 10 per cent during the first six months, in the aggregate, of the employee's service with the same employer."

	The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, The Cape, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kemplon Park, Krugersdorp, Kullis River, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg		The Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Odendaalsrus, Pietermaritzburg, Potchefstroom, Somerset West, Stellenbosch, Strand, Virginia and Welkom and the municipal area of Witbank		The Magisterial Districts of Bethlehem, Delmas Escourt, Heidelberg (Tvl), Highveld Ridge, Klip River, Kroonstad, Malmesbury, Port Shepstone and Worcester and the municipal areas of Empangeni, Ermelo, George, Grahamstown, Harrismith, Knysna, Middelburg (Tvl), Mossel Bay, Nelspruit, Newcastle, Oudshoorn, Pietersburg, Potgietersrus, Rustenburg and Upington		The Magisterial Districts of Alwal North, Balfour, Barkly West, Mool River, Parys, Queenstown, Richmond and Standerton and the municipal area of Piet Retief	
	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter
	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week
Driver-salesman—								
during the first six months of experience	190,70	209,80	172,50	189,80	152,30	167,60	139,70	153,70
thereafter	231,90	255,10	210,20	231,30	185,80	204,40	170,40	187,50
Factory clerk—								
during the first six months of experience	127,10	139,90	115,30	126,90	102,70	113,00	93,60	103,00
during the second six months of experience	134,80	148,30	122,20	134,50	108,30	119,20	99,20	109,20
thereafter	142,50	156,80	128,50	141,40	113,90	125,30	103,40	113,80
First-aid assistant	125,00	137,50	112,50	123,80	99,90	109,90	91,50	100,70
First-aid attendant	146,00	160,60	131,30	144,50	116,70	128,40	106,90	117,60
Grade I employee—								
during the first six months of experience	121,50	133,70	109,70	120,70	97,10	106,90	89,40	98,40
during the second six months of experience	128,50	141,40	116,00	127,60	102,70	113,00	92,20	101,50
thereafter	134,80	148,30	122,20	134,50	108,30	119,20	99,20	109,20
Grade II employee	121,50	133,70	109,70	120,70	97,10	106,90	89,40	98,40
Grade III employee	116,00*	128,00*	105,00*	116,00*	93,00*	102,00*	85,00*	94,00*
Handyman	155,10	170,70	140,40	154,50	127,10	139,90	118,00	129,80
Laboratory assistant—								
during the first year of experience	129,20	142,20	116,00	127,60	102,70	113,00	94,30	103,80
thereafter	145,90	160,50	131,30	144,50	116,70	128,40	106,90	117,60
Laboratory technician—								
during the first year of experience	139,00	152,90	125,70	138,30	114,60	126,10	106,20	116,90
during the second year of experience	156,50	172,20	141,10	155,30	124,30	136,80	113,90	125,30
during the third year of experience	173,90	191,30	157,20	173,00	138,30	152,20	127,10	139,90
during the fourth year of experience	190,70	209,80	172,50	189,80	152,30	167,60	139,00	152,90
during the fifth year of experience	208,10	229,00	188,60	207,50	166,90	183,60	152,30	167,60
thereafter	225,60	248,20	204,60	225,10	180,20	198,30	164,80	181,30

(355)

B. THE COLD STORAGE, BACON CURING AND SMALL GOODS INDUSTRY

	The Magisterial Districts of Alberton, Beilville, Benoni, Boksburg, Brakpan, The Cape, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg		The Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Odendaalsrus, Pietermaritzburg, Potchefstroom, Somerset West, Stellenbosch, Strand, Virginia and Welkom and the municipal area of Witbank		The Magisterial Districts of Bethlehem, Delmas Estcourt, Heidelberg (Tvl), Highveld Ridge, Klip River, Kroonstad, Malmesbury, Port Shepstone and Worcester and the municipal areas of Empangeni, Ermelo, George, Grahamstown, Harrismith, Knysna, Middelburg (Tvl), Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Potgietersrus, Rustenburg and Upington		The Magisterial Districts of Aliwal North, Balfour, Barkly West, Mook River, Parys, Queenstown, Richmond and Standerton and the municipal area of Piet Retief	
	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter
Artisan	266,10	292,80	242,30	266,60	213,70	235,10	197,00	216,70
Artisan's aide —								
during the first six months of experience	134,80	148,30	122,20	134,50	108,30	119,20	99,20	109,20
during the second six months of experience	141,80	156,00	128,50	141,40	113,90	125,30	104,10	114,60
thereafter	148,80	163,70	134,80	148,30	118,70	130,60	109,00	119,90
Boiler attendant	125,00	137,50	112,50	123,80	99,90	109,90	91,50	100,60
Chargehand	125,00	137,50	112,50	123,80	99,90	109,90	91,50	100,60
Chaufeur	144,60	159,10	131,30	144,50	119,40	131,40	111,80	123,00
Clerk —								
during the first year of experience	139,00	152,90	125,70	138,30	114,60	126,10	106,20	116,90
during the second year of experience	163,40	179,80	147,40	162,20	132,70	146,00	122,20	134,50
during the third year of experience	186,50	205,20	169,70	186,70	150,90	166,00	139,00	152,90
thereafter	210,90	232,00	191,40	210,60	169,00	185,90	155,80	171,40
Cutter	141,80	156,00	128,50	141,40	113,90	125,30	104,10	114,60
Despatch clerk —								
during the first year of experience	139,00	152,90	125,70	138,30	114,60	126,10	106,20	116,90
during the second year of experience	163,40	179,80	147,40	162,20	132,70	146,00	122,20	134,50
during the third year of experience	186,50	205,20	169,70	186,70	150,90	166,00	139,00	152,90
thereafter	210,90	232,00	191,40	210,60	169,00	185,90	155,80	171,40
Driver of —								
a light motor vehicle	144,60	159,10	131,30	144,50	119,40	131,40	111,80	123,00
a medium motor vehicle (articulated)	168,30	185,20	153,00	168,30	135,50	149,10	126,40	139,10
a medium motor vehicle (rigid)	161,30	177,50	146,70	160,40	129,90	142,90	120,80	132,90
a heavy motor vehicle (articulated)	185,80	204,40	167,60	184,40	146,70	161,40	136,20	149,90
a heavy motor vehicle (rigid)	178,10	196,00	161,30	177,50	141,10	155,30	130,60	143,70
an extra heavy motor vehicle (articulated)	201,10	221,30	183,00	201,30	161,30	177,50	148,80	163,70
an extra heavy motor vehicle (rigid)	192,80	212,10	175,30	192,90	154,40	169,90	142,50	156,80
an ultra heavy motor vehicle	209,50	230,50	191,40	210,60	168,30	185,20	155,10	170,70

	The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, The Cape, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg		The Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Odendaalsrus, Pietermaritzburg, Potchefstroom, Somerset West, Stellenbosch, Strand, Virginia and Welkom and the municipal area of Witbank		The Magisterial Districts of Bethlehem, Delmas Estcourt, Heidelberg (Tvl), Highveld Ridge, Klip River, Kroonstad, Malmesbury, Port Shepstone and Worcester and the municipal areas of Empangeni, Ermelo, George, Grahamstown, Harrismith, Knysna, Middelburg (Tvl), Mossel Bay, Nelspruit, Newcastle, Oudshoorn, Pietersburg, Potgietersrus, Rustenburg and Upington		The Magisterial Districts of Aliwal North, Balfour, Barkly West, Mook River, Parys, Queenstown, Richmond and Standerton and the municipal area of Piet Retief	
	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter	During the first 12 months after this amendment became operative	Thereafter
	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week
Meat cook —								
during the first year of experience	120,10	132,20	109,00	119,90	96,40	106,10	87,30	96,10
during the second year of experience	146,00	160,60	132,00	145,20	116,70	128,40	106,90	117,60
during the third year of experience	171,80	189,00	155,80	171,40	136,90	150,60	125,70	138,30
thereafter	197,00	216,70	179,50	197,50	158,50	174,40	144,60	159,10
Messenger	121,50	133,70	109,70	120,70	97,10	106,90	89,40	88,40
Mobile hoist operator	134,80	148,30	122,20	134,50	108,30	119,20	99,20	109,20
Refrigerator plant attendant —								
during the first year of experience	120,10	132,20	109,00	119,90	96,40	106,10	87,30	96,10
during the second year of experience	146,00	160,60	132,00	145,20	116,70	128,40	106,90	117,60
during the third year of experience	171,80	189,00	155,80	171,40	136,90	150,60	125,70	138,30
thereafter	197,00	216,70	179,50	197,50	158,50	174,40	144,60	159,10
Security guard — See second-last employee category in Table								
Slaughterman —								
during the first year of experience	133,40	146,80	120,80	132,90	106,90	117,60	97,80	107,60
during the second year of experience	149,50	164,50	135,50	149,10	119,40	131,40	109,00	119,90
during the third year of experience	171,80	189,00	154,40	169,90	136,20	149,90	124,30	136,80
thereafter	192,80	212,10	173,90	191,30	153,00	168,30	139,00	152,90
Slaughterman's assistant —								
during the first year of experience	121,50	122,70	109,70	120,70	97,10	106,90	89,40	98,40
thereafter	134,80	148,30	122,20	134,50	108,30	119,20	99,20	109,20
Small goodsman or bacon curer —								
during the first year of experience	134,80	148,30	122,20	134,50	108,30	119,20	99,20	109,20
during the second year of experience	183,70	202,10	166,20	182,90	146,70	161,40	135,50	149,10
during the third year of experience	231,20	254,40	210,20	231,30	185,80	204,40	170,40	187,50
thereafter	280,10	308,20	254,20	279,70	224,20	246,70	206,00	226,60
Supervisor	139,00	152,90	125,70	138,30	110,40	121,50	101,30	111,50
Watchman — See last employee category in Table								
Employee not elsewhere in the paragraph specifically mentioned	125,00	137,50	112,50	123,80	99,90	109,90	91,50	100,70

	During the first 6 months after this amendment became operative	During the second 6 months after this amendment became operative	There-after	During the first 6 months after this amendment became operative	During the second 6 months after this amendment became operative	There-after	During the first 6 months after this amendment became operative	During the second 6 months after this amendment became operative	There-after	During the first 6 months after this amendment became operative	During the second 6 months after this amendment became operative	There-after	Rand per week
	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week	Rand per week
Security guard – (i) whose ordinary hours of work do not exceed 48 per week..... (ii) whose ordinary hours of work exceed 48 per week.....	137,20	137,20	151,00	124,80	124,80	137,30	108,90	108,90	119,80	100,50	100,50	100,60	
	139,20	164,00	188,70	126,80	149,20	171,60	110,90	130,40	149,80	102,50	120,30	138,10	
Watchman – (i) whose ordinary hours of work do not exceed 48 per week..... (ii) whose ordinary hours of work exceed 48 per week.....	128,00	128,00	140,80	116,00	116,00	128,00	102,00	102,00	112,00	94,00	94,00	103,00	
	130,00	153,00	176,00	118,00	139,00	160,00	104,00	122,00	140,00	96,00	112,50	129,00	

* Provided that the wage of the employee may be reduced by not more than 10 percent during the first six months, in the aggregate, of the employee's service with the same employer."

DEPARTMENT OF MANPOWER

No. R. 2918

23 October 1992

LABOUR RELATIONS ACT, 1956**CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE: AMENDMENT OF MAIN AGREEMENT**

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a) and 5, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE****AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Orange Free State and Northern Cape Clothing Manufacturers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

South African Clothing and Textile Workers' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Clothing Industry, Orange Free State and Northern Cape,

to amend the Agreement of the Council published under Government Notice R. 2729 of 24 December 1986, as amended by Government Notices R. 288 of 24 February 1989 and R. 2115 of 29 September 1989.

DEPARTEMENT VAN MANNEKRAG

No. R. 2918

23 Oktober 1992

WET OP ARBEIDSVERHOUDINGE, 1956**KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND: 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 30 April 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) en 5, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1993 eindig, bindend is vir alle ander werkgewers en 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 KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND****OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Orange Free State and Northern Cape Clothing Manufacturers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

South African Clothing and Textile Workers' Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid, Oranje-Vrystaat en Noord-Kaapland,

om die Ooreenkoms van die Raad, gepubliseer by Goewermentskennisgewing R. 2729 van 24 Desember 1986, soos gewysig by Goewermentskennisgewings R. 288 van 24 Februarie 1989 en R. 2115 van 29 September 1989, te wysig.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Clothing Industry—

(355)

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;

(b) in the Magisterial Districts of Kimberley, Parys, Kroonstad, Frankfort, Bloemfontein and Vredefort.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in clause 4 and whose actual wages are not in excess of those persons defined as "contributors" in the Unemployment Insurance Act, 1966.

2. CLAUSE 3: DEFINITIONS

In the definition of "Clothing Industry", substitute the expression "but does not include the making of—" for the expression between (c) and (i).

3. CLAUSE 4: REMUNERATION

Substitute the following for subclause (1):

"(1) Subject to subclauses (2), (3) and (4) of this clause, the minimum weekly wage to be paid by an employer to each employee of the undermentioned classes shall be as set out hereunder: Provided that if an employee performs work in more than one category, he shall be classified in the grade for which the highest wage is prescribed:

	<i>Wage per week from the date of coming into operation of this Agreement</i>
(A) In all areas	R
(i) (a) Foreman/Forewoman.....	599,75
(b) Supervisor/Quality controller:	
First six months of experience.....	177,00
Second six months of experience.....	211,35
Thereafter.....	245,70
(c) Cloakroom supervisor.....	169,10
(d) Mechanic.....	563,45
(e) Mechanic, unqualified.....	210,00
(f) Watchman.....	169,10
(g) Labourer.....	131,75
(h) Boiler attendant.....	145,20
(ii) Pattern grader:	
First six months of experience.....	123,30
Second six months of experience ..	147,65
Third six months of experience	171,95
Fourth six months of experience ...	196,25
Fifth six months of experience.....	220,55
Sixth six months of experience.....	244,85
Seventh six months of experience	269,15
Eighth six months of experience ...	293,45
Thereafter	318,05

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Klerasienywerheid nagekom word—

(a) deur alle werkgewers wat lede van die werkgewers-organisasie is en deur alle werknemers wat lede van die vakvereniging is;

(b) in die landdrostdistrikte Kimberley, Parys, Kroonstad, Frankfort, Bloemfontein en Vredefort.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing slegs ten opsigte van werknemers vir wie lone in klousule 4 voorgeskryf word en wie se werklike lone nie meer is as dié van diegene wat as "bydraers" in die Werkloosheidsversekeringswet, 1966, omskryf word nie.

2. KLOUSULE 3: WOORDOMSKRYWING

In die omskrywing van "Klerasienywerheid", vervang die uitdrukking tussen (c) en (i) deur die volgende "uitgesonderd die maak van—".

3. KLOUSULE 4: BESOLDIGING

Vervang subklousule (1) deur die volgende:

"(1) Behoudens subklousules (2), (3) en (4) van hierdie klousule, moet 'n werkgewer die volgende minimum weeklikse loon aan elke werknemer van ondergenoemde klasse betaal: Met dien verstande dat 'n werknemer wat werk in meer as een klas verrig, ingedeel moet word in die klas waarvoor die hoogste loon voorgeskryf word:

	<i>Loon per week van die inwerkingtreding van hierdie Ooreenkoms</i>
(A) In alle gebiede	R
(i) (a) Voorman/Voorvrou.....	599,75
(b) Toesighouer/Gehaltebeheerder:	
Eerste ses maande ondervinding.....	177,00
Tweede ses maande ondervinding.....	211,35
Daarna.....	245,70
(c) Kleedkamertoesighouer.....	169,10
(d) Werktuigkundige.....	563,45
(e) Werktuigkundige, ongekwalifiseer.....	210,00
(f) Wag.....	169,10
(g) Arbeider.....	131,75
(h) Ketelbediener.....	145,20
(ii) Patroongradeerder:	
Eerste ses maande ondervinding..	123,30
Tweede ses maande ondervinding.....	147,65
Derde ses maande ondervinding ..	171,95
Vierde ses maande ondervinding..	196,25
Vyfde ses maande ondervinding...	220,55
Sesde ses maande ondervinding..	244,85
Sewende ses maande ondervinding.....	269,15
Agtste ses maande ondervinding..	293,45
Daarna.....	318,05

	Wage per week from the date of coming into operation of this Agreement R		Loon per week van die inwerkingtrekking van hierdie Ooreenkoms R
(iii) Marker-in:		(iii) Afmerker:	
First six months of experience.....	123,30	Eerste ses maande ondervinding..	123,30
Second six months of experience ..	138,60	Tweede ses maande ondervinding	138,60
Third six months of experience	153,90	Derde ses maande ondervinding ..	153,90
Fourth six months of experience ...	169,20	Vierde ses maande ondervinding..	169,20
Fifth six months of experience.....	184,50	Vyfde ses maande ondervinding...	184,50
Sixth six months of experience.....	199,80	Sesde ses maande ondervinding..	199,80
Seventh six months of experience	215,10	Sewende ses maande ondervinding	215,10
Eighth six months of experience ...	230,40	Agtste ses maande ondervinding..	230,40
Thereafter	245,80	Daarna.....	245,80
(iv) Shaper and chopper-out, other than an interlining and/or trimming chopper-out:		(iv) Fatsoeneerder en snyer, uitgesonderd tussenvoering- en/of voering-snyer:	
First six months of experience.....	115,70	Eerste ses maande ondervinding..	115,70
Second six months of experience ..	129,30	Tweede ses maande ondervinding	129,30
Third six months of experience	142,90	Derde ses maande ondervinding ..	143,90
Fourth six months of experience ...	156,50	Vierde ses maande ondervinding..	156,50
Fifth six months of experience.....	170,10	Vyfde ses maande ondervinding...	170,10
Sixth six months of experience.....	183,70	Sesde ses maande ondervinding..	183,70
Thereafter	197,30	Daarna.....	197,30
(v) Checker, examiner and/or passer:		(v) Nasiener, ondersoeker en/of keurder:	
First six months of experience.....	115,70	Eerste ses maande ondervinding..	115,70
Second six months of experience ..	129,05	Tweede ses maande ondervinding	129,05
Third six months of experience	142,40	Derde ses maande ondervinding ..	142,40
Fourth six months of experience ...	155,75	Vierde ses maande ondervinding..	155,75
Thereafter	169,10	Daarna.....	169,10
(vi) (a) Invoice clerk:		(vi) (a) Faktuurkierk:	
First six months experience ...	176,90	Eerste ses maande ondervinding	176,90
Thereafter	245,80	Daarna.....	245,80
(b) Despatch clerk and/or factory clerk:		(b) Versendingsklerk en/of fabrieksklerk:	
First six months of experience	129,35	Eerste ses maande ondervinding	129,35
Second six months of experience	154,65	Tweede ses maande ondervinding	154,65
Thereafter	179,95	Daarna.....	179,95
(vii) Sewing machinist engaged in setting in sleeves and/or sewing round men's and ladies' tailored coats and overcoats:		(vii) Naaimasjienwerker wat moue insit en/of mans- en damesnyersbaadjies en -oorjasse omstik:	
First six months of experience.....	115,70	Eerste ses maande ondervinding..	115,70
Second six months of experience ..	128,80	Tweede ses maande ondervinding	128,80
Third six months of experience	141,90	Derde ses maande ondervinding ..	141,90
Fourth six months of experience ...	155,00	Vierde ses maande ondervinding..	155,00
Fifth six months of experience.....	168,10	Vyfde ses maande ondervinding...	168,10
Sixth six months of experience.....	181,20	Sesde ses maande ondervinding..	181,20
Thereafter	194,15	Daarna.....	194,15
(viii) Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—		(viii) Drywer van 'n motorvoertuig waarvan die onbelaste massa tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat deur soot'nige voertuig getrek word—	
(a) does not exceed 2 722 kg.....	212,05	(a) hoogstens 2 722 kg is.....	212,05
(b) exceeds 2 722 kg	245,80	(b) meer as 2 722 kg is	245,80
(ix) Part-time drive of a motor vehicle	192,50	(ix) Deeltydse motorvoertuigdrywer.....	192,50
(x) Knitting machine operator:		(x) Breimassjienbediener:	
First six months of experience.....	115,70	Eerste ses maande ondervinding..	115,70
Second six months of experience ..	138,55	Tweede ses maande ondervinding	138,55
Third six months of experience	161,40	Derde ses maande ondervinding ..	161,40

		Wage per week from the date of coming into operation of this Agreement	Loon per week van die inwerkingtreding van hierdie Ooreenkoms
		R	R
		355	
Fourth six months of experience ...		184,25	Vierde ses maande ondervinding.. 184,25
Fifth six months of experience.....		207,10	Vyfde ses maande ondervinding... 207,10
Sixth six months of experience.....		229,95	Sesde ses maande ondervinding.. 229,95
Thereafter		252,80	Daarna..... 252,80
(xi) Maintenance hand:			(xi) Onderhoudswerker:
First six months of experience.....		115,70	Eerste ses maande ondervinding.. 115,70
Second six months of experience .		121,00	Tweede ses maande ondervinding .. 121,00
Third six months of experience		126,30	Derde ses maande ondervinding .. 126,30
Fourth six months of experience ...		131,60	Vierde ses maande ondervinding.. 131,90
Fifth six months of experience.....		136,60	Vyfde ses maande ondervinding... 136,60
Thereafter		142,25	Daarna..... 142,25
(B) In the Magisterial Districts of Kimberley and Bloemfontein			(B) In die landdrosdistrikte Kimberley en Bloemfontein
(i) Sewing machinist, invisible mender, finisher, presser, trimmer, marker-in and/or chopper-out of linings and trimmings and former scribe:			(i) Naaimasjienwerker, fynstopper, afwerker, parser, voeringsnyer, afmerker en/of snyer van voerings en toisels en vormblokmerker:
First six months of experience.....		115,70	Eerste ses maande ondervinding.. 115,70
Second six months of experience .		124,60	Tweede ses maande ondervinding .. 124,60
Third six months of experience		133,50	Derde ses maande ondervinding .. 133,50
Fourth six months of experience ...		142,40	Vierde ses maande ondervinding.. 142,40
Fifth six months of experience.....		151,30	Vyfde ses maande ondervinding... 151,30
Sixth six months of experience.....		160,20	Sesde ses maande ondervinding.. 160,20
Thereafter		169,00	Daarna..... 169,00
Set leader and/or team leader.....		182,00	Groep- en/of spanleier 182,00
(ii) General worker/Pleater:			(ii) Algemene werker/Plooiemaker:
First six months of experience.....		115,70	Eerste ses maande ondervinding.. 115,70
Second six months of experience .		121,25	Tweede ses maande ondervinding .. 121,25
Thereafter		126,85	Daarna..... 126,85
(iii) Despatch packer:			(iii) Versendingsverpakker:
First six months of experience.....		115,70	Eerste ses maande ondervinding.. 115,70
Second six months of experience		123,65	Tweede ses maande ondervinding .. 123,65
Thereafter		131,60	Daarna..... 131,60
(iv) Layer-up:			(iv) Laagoplêer:
First six months of experience.....		115,70	Eerste ses maande ondervinding.. 115,70
Second six months of experience .		123,20	Tweede ses maande ondervinding .. 123,20
Thereafter		130,70	Daarna..... 130,70
(v) Plan sewer:			(v) Gewone naaldwerker:
First six months of experience.....		115,70	Eerste ses maande ondervinding.. 115,70
Thereafter		137,25	Daarna..... 137,25
(vi) Sample machinist.....		194,55	(vi) Monstermasjienwerker 194,55
(C) In the Magisterial District of Kroonstad			(C) In die landdrosdistrik Kroonstad
(i) Sewing machinist, invisible mender, finisher, presser, trimmer, marker-in, and/or chopper-out of linings and trimmings, and former scribe:			(i) Naaimasjienwerker, fynstopper, afwerker, parser, voeringsnyer, afmerker en/of snyer van voerings en toisels en vormblokmerker:
First six months of experience.....		111,95	Eerste ses maande ondervinding.. 111,95
Second six months of experience .		120,75	Tweede ses maande ondervinding .. 120,75
Third six months of experience		129,55	Derde ses maande ondervinding .. 129,55
Fourth six months of experience ...		138,35	Vierde ses maande ondervinding.. 138,35
Fifth six months of experience.....		147,15	Vyfde ses maande ondervinding... 147,15
Sixth six months of experience.....		155,95	Sesde ses maande ondervinding.. 155,95
Thereafter		164,85	Daarna..... 164,85
Set leader and/or team leader.....		177,65	Groep- en/of spanleier 177,65

	Wage per week from the date of coming into operation of this Agreement	Loon per week van die inwerkingtrede van hierdie Ooreenkoms	
	R	R	
(ii) General worker/Pleater:		(ii) Algemene werker/Plooiemaker:	
First six months of experience.....	111,95	Eerste ses maande ondervinding.. 111,95	
Second six months of experience .	119,25	Tweede ses maande ondervinding 119,25	
Thereafter	126,60	Daarna..... 126,60	
(iii) Despatch packer:		(iii) Versendingsverpakker:	
First six months of experience.....	111,95	Eerste ses maande ondervinding.. 111,95	
Second six months of experience .	121,65	Tweede ses maande ondervinding 121,65	
Thereafter	131,35	Daarna..... 131,35	
(iv) Layer-up:		(iv) Laagoplêer:	
First six months of experience.....	111,95	Eerste ses maande ondervinding.. 111,95	
Second six months of experience .	121,20	Tweede ses maande ondervinding 121,20	
Thereafter	130,45	Daarna..... 130,45	
(v) Plain sewer:		(v) Gewone naaldwerker:	
First six months of experience.....	111,95	Eerste ses maande ondervinding.. 111,95	
Thereafter	137,25	Daarna..... 137,25	
(vi) Sample machinist.....	189,85	(vi) Monstemasjienwerker 189,85	
(D) In the Magisterial Districts of Parys, Frankfort and Vredefort		(D) In die landdrosdistrikte Parys, Frankfort en Vredefort	
(i) Sewing machinist, invisible mender, finisher, presser, trimmer, marker-in and/or chopper-out of linings and trimmings, former scribe and screen printer:		(i) Naaimasjienwerker, fynstopper, afwerker, parser, voeringsnyer, afmerker en/of snyer van voerings en tooisels, vormblokmerker en skermdrukker:	
First six months of experience.....	105,20	Eerste ses maande ondervinding.. 105,20	
Second six months of experience .	112,85	Tweede ses maande ondervinding 112,85	
Third six months of experience	120,50	Derde ses maande ondervinding .. 120,50	
Fourth six months of experience ...	128,15	Vierde ses maande ondervinding.. 128,15	
Fifth six months of experience.....	135,80	Vyfte ses maande ondervinding 135,80	
Sixth six months of experience.....	143,45	Sesde ses maande ondervinding.. 143,45	
Thereafter	151,20	Daarna..... 151,20	
Set leader and/or team leader.....	162,45	Groep- en/of spanleier 162,45	
(ii) Despatch packer:		(ii) Versendingsverpakker:	
First six months of experience.....	109,30	Eerste ses maande ondervinding.. 109,30	
Second six months of experience .	117,10	Tweede ses maande ondervinding 117,10	
Thereafter	124,95	Daarna..... 124,95	
(iii) General worker/Pleater:		(iii) Algemene werker/Plooiemaker:	
First six months of experience.....	103,20	Eerste ses maande ondervinding.. 103,20	
Second six months of experience .	110,20	Tweede ses maande ondervinding 110,20	
Thereafter	117,20	Daarna..... 117,20	
(iv) Layer-up:		(iv) Laagoplêer:	
First six months of experience.....	105,20	Eerste ses maande ondervinding.. 105,20	
Second six months of experience .	113,90	Tweede ses maande ondervinding 113,90	
Thereafter	122,60	Daarna..... 122,60	
(v) Plain sewer:		(v) Gewone naaldwerker:	
First six months of experience.....	103,20	Eerste ses maande ondervinding.. 103,20	
Thereafter	126,75	Daarna..... 126,75	
(vi) Sample machinist.....	174,10"	(vi) Monstemasjienwerker 174,10"	

4. CLAUSE 21: MEDICAL BENEFIT SOCIETY

(1) Substitute the following for subclause (2) (b):

"(2) (b) The amount to be deducted by employers in terms of paragraph (a) shall be R1,50 per worker per week."

(2) In subclause (3), substitute the expression "South African Clothing and Textile Workers' Union" for the expression "Amalgamated Clothing and Textile Workers' Union of South Africa".

(3) In subclause (5), substitute the expression "South African Clothing and Textile Workers' Union" for the expression "Amalgamated Clothing and Textile Workers' Union of South Africa".

5. CLAUSE 24: EMPLOYMENT OF TRADE UNION LABOUR

In subclause (1), substitute the expression "South African Clothing and Textile Workers' Union" for the expression "Amalgamated Clothing and Textile Workers' Union of South Africa".

6. CLAUSE 32: PROVIDENT FUND

(1) In subclause (3) (a), substitute the expression "South African Clothing and Textile Workers' Union" for the expression "Amalgamated Clothing and Textile Workers' Union of South Africa".

(2) In subclause (3) (e), substitute the expression "South African Clothing and Textile Workers' Union" for the expression "Amalgamated Clothing and Textile Workers' Union of South Africa".

(3) Substitute the following for subclause (5):

"(5) *Contributions:* (a) Every employer shall on the pay-day of each week deduct from the wage of each employee (hereinafter referred to as "contributor") to whom this clause applies and who has worked for at least 20 hours in the week in which the deduction fell due an amount calculated on the following basis:

5% from the weekly basic wage.

The employer shall add thereto an equal amount, being the employer's contribution in respect of his employee. The total amount so deducted from the wages of his employees together with the amount contributed by the employer shall be forwarded to the Secretary of the Council, P.O. Box 4866, Johannesburg, 2000, within seven days from the end of the month in which the deductions fall due, accompanied by a completed return in the form of Annexures E and F or Annexures E (i) and F (i) to this Agreement, as the case may be."

(4) Insert the following new paragraph (c) after subclause (8) (b):

"(c) *Housing loans:* The Management Committee may grant housing loans to contributors: Provided that loans granted in terms of this subclause shall be subject to such conditions as may be laid down by the Management Committee from time to time with the approval of the Industrial Registrar. Housing loans shall be repayable at such rates as the Management Committee may from time to time determine.

On receipt of a stop-order in respect of a housing loan duly signed by the employee concerned, an employer shall deduct from his employee's wages the weekly amount stipulated in the stop-order, and shall forward the amounts so deducted to the Secretary of the Council, not later than the 10th day of the following month."

(5) In subclause (11) (a), substitute the expression "South African Clothing and Textile Workers' Union" for the expression "Garment Workers' Union of South Africa" and "National Union of Clothing Workers (S.A.)".

4. KLOUSULE 21: MEDIESE HULPVERENIGING

(1) Vervang subklousule (2) (b) deur die volgende:

"(2) (b) Die bedrag wat deur 'n werkgewer ooreenkomstig paragraaf (a) afgetrek moet word, is R1,50 per werker per week."

(2) In subklousule (3), vervang die uitdrukking "Amalgamated Clothing and Textile Workers' Union of South Africa" deur die uitdrukking "South African Clothing and Textile Workers' Union".

(3) In subklousule (5), vervang die uitdrukking "Amalgamated Clothing and Textile Workers' Union of South Africa" deur die uitdrukking "South African Clothing and Textile Workers' Union".

5. KLOUSULE 24: INDIENSNEMING VAN LEDE VAN VAKVERENIGINGS

In subklousule (1), vervang die uitdrukking "Amalgamated Clothing and Textile Workers' Union of South Africa" deur die uitdrukking "South African Clothing and Textile Workers' Union".

6. KLOUSULE 32: VOORSORGFONDS

(1) In subklousule (3) (a), vervang die uitdrukking "Amalgamated Clothing and Textile Workers' Union of South Africa" deur die uitdrukking "South African Clothing and Textile Workers' Union".

(2) In subklousule (3) (e), vervang die uitdrukking "Amalgamated Clothing and Textile Workers' Union of South Africa" deur die uitdrukking "South African Clothing and Textile Workers' Union".

(3) Vervang subklousule (5) deur die volgende:

"(5) *Bydraes:* (a) Elke werkgewer moet op die betaaldag van elke week van die loon van elke werknemer (hierna die "bydraer" genoem) op wie hierdie klousule van toepassing is en wat minstens 20 uur gewerk het in die week waarin die aftrekking verskuldig word 'n bedrag aftrek wat op die volgende grondslag bereken is:

5% van die basiese weeklikse loon.

Daarby moet die werkgewer 'n gelyke bedrag voeg wat die werkgewer se bydrae ten opsigte van sy werknemer is. Die totale bedrag aldus van die lone van sy werknemers afgetrek, tesame met die bedrag deur die werkgewer bygedra, moet binne sewe dae na die einde van die maand waarin die aftrekkings verskuldig word, aan die Sekretaris van die Raad, Posbus 4866, Johannesburg, 2000, gestuur word, en dit moet vergesel gaan van 'n ingevulde opgawe in die vorm van Aanhangsel E en F of Aanhangsels E (i) en F (i) van hierdie Ooreenkoms, na gelang van die geval."

(4) Voeg die volgende nuwe paragraaf (c) in na subklousule (8) (b):

"(c) *Behuisingslenings:* Die bestuurskomitee kan behuisingslenings toestaan aan bydraes: Met dien verstande dat lenings wat ooreenkomstig hierdie subklousule toegestaan word, onderworpe is aan die voorwaardes wat die Bestuurskomitee van tyd tot tyd met die goedkeuring van die Nywerheidsregistrator stel. Behuisingslenings is terugbetaalbaar teen paaieimente wat van tyd tot tyd deur die Bestuurskomitee vasgestel word.

By ontvangs van 'n aftrekorder ten opsigte van 'n behuisingslening behoorlik deur die betrokke werknemer onderteken, moet 'n werkgewer van sy werknemer se loon die weeklikse bedrag aftrek wat in die aftrekorder genoem word, en die bedrae aldus afgetrek voor die 10de van elke daaropvolgende maand aan die Sekretaris van die Raad stuur."

(5) In subklousule (11) (a), vervang die uitdrukkings "Garment Workers' Union of South Africa" en "National Union of Clothing Workers (S.A.)" deur die uitdrukking "South African Clothing and Textile Workers' Union".

7. Insert the following new clause 35:

"CLAUSE 35: MATERNITY BENEFITS

(1) An employer shall pay one month's wages (4,33 weeks' wages) to an employee going on maternity leave: Provided that such employee has one or more years' service with the same employer and a medical certificate is produced. An employee may take up to 4 months' maternity leave, but may return earlier on giving two weeks' notice to the employer of her intention to return to work.

(2) A substitute employee may be employed in the place of a person on maternity leave for the duration of the maternity leave. Such substitute employee's employment may be terminated by giving the required notice on the return of the employee who went on maternity leave."

Signed at Johannesburg, on behalf of the parties, this 25th day of November 1991.

A. LAIRD SMITH,
Chairman of the Council.

N. RATSHIDI,
Member of the Council.

H. BROOKSTEIN,
Deputy Secretary of the Council.

No. R. 2925

23 October 1992

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT
NOTICESFURNITURE MANUFACTURING INDUSTRY,
SOUTH-WESTERN DISTRICTS

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. 1467 of 5 July 1985, R. 2118 of 20 September 1985 and R. 843 of 16 April 1987 with effect from the second Monday after the date of publication of this notice.

G. M. E. CARELSE,
Deputy Minister of Manpower.

No. R. 2926

23 October 1992

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY,
SOUTH-WESTERN DISTRICTS: RE-ENACTMENT
OF SICK BENEFIT SOCIETY 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 28 February 1995, upon the employers' organi-

7. Voeg die volgende nuwe klousule 35 in:

"KLOUSULE 35: MOEDERSKAPBYSTAND

(1) 'n Werkgewer moet een maand se lone (4,33 week se lone) aan 'n werknemer betaal wat op moederskapverlof gaan: Met dien verstande dat so 'n werknemer een jaar of meer diens by dieselfde werkgewer het en met die voorlegging van 'n mediese sertifikaat. 'n Werknemer mag tot 4 maande moederskapverlof neem, maar kan vroeër terugkeer, as 2 weke kennis aan die werkgewer gegee word van haar voorneme om terug te keer werk toe.

(2) 'n Plaasvervangerwerknemer kan in diens geneem word in die plek van 'n werknemer op moederskapverlof vir die duur van die moederskapverlof. Die plaasvervangerwerknemer se diens kan beëindig word deur die vereiste kennis te gee by die terugkeer van die werknemer wat op moederskapverlof was."

Namens die partye, op hede die 25ste dag van November 1991 te Johannesburg onderteken.

A. LAIRD SMITH,
Voorsitter van die Raad.

N. RATSHIDI,
Lid van die Raad.

H. BROOKSTEIN,
Adjunksekretaris van die Raad.

No. R. 2925

23 Oktober 1992

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENTS-
KENNISGEWINGMEUBELNYWERHEID, SUIDWESTELIKE
DISTRIKTE

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermementskennisgewings R. 1467 van 5 Julie 1985, R. 2118 van 20 September 1985 en R. 843 van 16 April 1987 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

G. M. E. CARELSE,
Adjunkminister van Mannekrag.

No. R. 2926

23 Oktober 1992

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, SUIDWESTELIKE DIS-
TRIKTE: HERBEKRAGTIGING VAN SIEKTE-
BYSTANDSVERENIGINGSOOREENKOMS

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 28 Februarie 1995 eindig, bindend is vir

sation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 28 February 1995 upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE SOUTH-WESTERN DISTRICTS

SICK BENEFIT SOCIETY

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

South Western Furniture Manufacturers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

National Union of Furniture and Allied Workers of South Africa

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the South-Western Districts.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the South-Western Districts—

- (1) by all employers who are members of the employers' organisation and by all employees who are members of the trade union and who are engaged and employed in the Industry respectively;
- (2) in the Magisterial Districts of George, Knysna, Mossel Bay and Oudtshoorn (hereinafter referred to as the South-Western Districts).

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in force for the period ending 28 February 1995 or for such period as may be determined by him.

3. SPECIAL PROVISIONS

The provisions of clause 28 of the Agreement published under Government Notice R. 1515 of 11 September 1970, as amended and renewed under Government Notices R. 88 of 18 January 1974, R. 2017 of 24 October 1975, R. 601 and R. 602 of 20 March 1981, R. 2297 of 30 October 1981, R. 495 of 11 March 1983, R. 872 of 4 May 1984, R. 1467 of 5 July 1985, R. 2118 of 20 September 1985, R. 843 of 16 April 1987 and R. 574 of 31 March 1989 (hereinafter referred to as the "Former Agreement") as further extended, renewed, amended or re-enacted from time to time, shall apply to employers and employees.

die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 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 genoemde Ooreenkoms gespesifiseer.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE SUIDWESTELIKE DISTRIKTE

SIEKTEBYSTANDVERENIGING

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

South Western Furniture Manufacturers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

National Union of Furniture and Allied Workers of South Africa

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van die Suidwestelike Distrikte

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Meubelnywerheid van die Suidwestelike Distrikte nagekom word—

- (1) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging, en wat onderskeidelik by die Nywerheid betrokke is en daarin werksaam is;
- (2) in die landdrostdistrikte George, Knysna, Mosselbaai en Oudtshoorn (hierna die "Suidwestelike distrikte" genoem).

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 28 Februarie 1995 of vir die tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalings soos vervat in klousule 28 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1515 van 11 September 1970, soos gewysig en hernieu by Goewermentskennisgewings R. 88 van 18 Januarie 1974, R. 2017 van 24 Oktober 1975, R. 601 en R. 602 van 20 Maart 1981, R. 2297 van 30 Oktober 1981, R. 495 van 11 Maart 1983, R. 872 van 4 Mei 1984, R. 1467 van 5 Julie 1985, R. 2118 van 20 September 1985, R. 843 van 16 April 1987 en R. 574 van 31 Maart 1989 (hierna die "Vorige Ooreenkoms" genoem) soos verder verleng, hernieu, gewysig of herbekragtig van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 27 of the Former Agreement, as further extended, renewed, amended or re-enacted from time to time, shall apply to employers and employees.

5. CLAUSE 12: BENEFITS

Substitute the following for subclause (1) (j):

"(j) The total amount of benefits payable to a member and his dependants in any one year shall not exceed the following amounts:

In the case of a member contributing a minimum of R8,50 per week: R2 000.

In the case of a member contributing a minimum of R12,00 per week: R3 000."

6. CLAUSE 16: CONTRIBUTIONS

Substitute the following for subclause (1):

"(1) Provided that no deduction shall be made from the wages of a member who has worked less than 24 hours in the week in which the deductions fall due, every employer shall on the first pay-day after the date upon which this Agreement comes into operation and thereafter on every pay-day deduct from the wage of each and every member in his employ contributions at the following rates:

All employees earning the prescribed scale for Grade II-VIII employees: Minimum contribution R8,50 per week.

All employees earning the same or more than the minimum prescribed wage for Grade I employees: Minimum contribution R12 per week."

This agreement signed at Knysna on behalf of the parties this 6th day of November 1991.

L. F. FECHTER,
Chairman.

S. LE ROUX,
Vice-Chairman.

M. LOYSON,
Secretary.

No. R. 2936

23 October 1992

UNEMPLOYMENT INSURANCE ACT, 1966**AMENDMENT OF REGULATIONS**

The Minister of Manpower has, under section 62 of the Unemployment Insurance Act, 1966 (Act No. 30 of 1966), made the regulations set out in the Schedule hereto.

SCHEDULE**Definition**

1. In these regulations "the Regulations" means the regulations published under Government Notice No. R. 849 of 29 April 1983, as amended by Government Notices Nos. R. 1235 of 17 June 1983, R. 2613 of 2 December 1983, R. 2775 of 21 December 1984, R. 2487 of 8 November 1985, R. 901 of 16 May 1986, R. 1114 of 6 June 1986, R. 2427 of 21 November 1986, R. 2161 of 2 October 1987, R. 2412 of 30 October 1987, R. 2667 of 4 December 1987, R. 419 of 11 March 1988, R. 960 of 20 May 1988, R. 2115 of 21 October 1988, R. 272 of 24 February 1989, R. 1707 of 27 July 1990, R. 2962 of 21 December 1990, R. 1884 of 9 August 1991 and R. 2585 of 11 September 1992.

4. ALGEMENE BEPALINGS

Die bepalings soos vervat in klousules 3 tot 27 van die Vorige Ooreenkoms soos verder verleng, hernieu, gewysig of herbekragtig van tyd tot tyd, is van toepassing op sowel werk-gewers as werknemers.

5. KLOUSULE 12: BYSTAND

Vervang subklousule (1) (j) deur die volgende:

"(j) Die totale bedrag wat in 'n bepaalde jaar se lidmaatskap aan bystand aan 'n lid en sy afhanklikes betaal is, mag hoogstens die volgende wees:

In die geval van 'n lid wat 'n minimum van R8,50 per week bydra: R2 000.

In die geval van 'n lid wat 'n minimum van R12,00 per week bydra: R3 000."

6. KLOUSULE 16: BYDRAES

Vervang subklousule (1) deur die volgende:

"(1) Mits geen bedrag afgetrek word nie van die loon van 'n lid wat minder as 24 uur gewerk het in die week waarin die bydraes verskuldig word, moet elke werk-gewer op die eerste betaaldag na die datum waarop hierdie Ooreenkoms in werking tree en daarna op elke betaaldag, van die loon van elke lid in sy diens bydraes teen die volgende tariewe aftrek:

Alle werknemers wat die voorgeskrewe skaal vir Graad II-VIII werknemers verdien: Minimum bydrae R8,50 per week.

Alle werknemers wat dieselfde of meer as die minimum voorgeskrewe loon vir Graad I werknemers verdien: Minimum bydrae van R12 per week."

Hierdie ooreenkoms is namens die partye op hede die 6de dag van November 1991, te Knysna onderteken.

L. F. FECHTER,
Voorsitter.

S. LE ROUX,
Ondervoorsitter.

M. LOYSON,
Sekretaris.

No. R. 2936

23 Oktober 1992

WERKLOOSHEIDVERSEKERINGSWET, 1966**WYSIGING VAN REGULASIES**

Die Minister van Mannekrag het kragtens artikel 62 van die Werkloosheidversekeringswet, 1966 (Wet No. 30 van 1966), die regulasies in die Bylae hierby, uitgevaardig.

BYLAE**Woordomskrywing**

1. In hierdie regulasies beteken "die Regulasies" die regulasies afgekondig by Goewermmentskennisgewing No. R. 849 van 29 April 1983, soos gewysig deur Goewermmentskennisgewings Nos. R. 1235 van 17 Junie 1983, R. 2613 van 2 Desember 1983, R. 2613 van 2 Desember 1983, R. 2775 van 21 Desember 1984, R. 2487 van 8 November 1985, R. 901 van 16 Mei 1986, R. 1114 van 6 Junie 1986, R. 2427 van 21 November 1986, R. 2161 van 2 Oktober 1987, R. 2412 van 30 Oktober 1987, R. 2667 van 4 Desember 1987, R. 419 van 11 Maart 1988, R. 960 van 20 Mei 1988, R. 2115 van 21 Oktober 1988, R. 272 van 24 Februarie 1989, R. 1707 van 27 Julie 1990, R. 2962 van 21 Desember 1990, R. 1884 van 9 Augustus 1991 en R. 2585 van 11 September 1992.

Saccawu will not be stopped

Union to protest Checkers dismissals:

Sowetan 23/9/92

By Isaac Moledi

MEMBERS of the South African Commercial, Catering and Allied Workers Union are to march on the Checkers store in Heidelberg today in protest against the dismissal of its members.

The march will start at 9.30am at the town's taxi rank and proceed to Checkers, where a memorandum will be handed over to the company's management.

More than 70 workers at Checkers in Heidelberg were dismissed last month.

The dismissals came about as a result of a woman worker who was allegedly fired after she objected to being called a kaffir by a white security woman, according to Saccawu.

Saccawu official Mr Salim Vally said: "Instead of the Checkers management looking at the matter objectively, they unilaterally decided to dismiss our member."

Checkers said in a statement that it was still addressing the problem in the interest of all its 20 000 employees.

"In doing so the company would have due regard for the financial position of the company and the current state of the economy."

"The group regarded its relationship with its employees as an internal matter and did not want to arouse public debate which may jeopardise the future of their livelihood," the statement said.

Cape region to take union head office to court?

S/ Times [Cape Metro] 25/10/92

By DICK USHER

THE important Western Cape region of the Metal and Electrical Workers Union of SA (Mewusa) is threatening legal action against its head office over the recently-concluded main agreement in the metal industry.

The agreement was signed in mid-October after eight months of sometimes bitter negotiations, including a strike by the National Union of Metalworkers of SA (Numsa), declared illegal by the Supreme Court.

It provided for wage increases well below the rate of inflation and also sought to end plant-level bargaining over wages and other conditions of employment in the industry.

Most disturbing to the region are clauses in the main agreement covering plant-level bargaining.

"Mewusa has traditionally used plant-level negotiations with more profitable companies to secure better benefits for workers than have been gained at centralised bargaining in the industrial council," said Mewusa acting regional secretary Mr Ben Petersen.

"Where employers and unions can't reach agreement on alterations to their plant-level arrangements, the wage increases for members there will not be on their actual wages, but only on the minimum rates."

"So there is an economic gun to people's heads — either stop plant-level bargaining or lose increases."

"At the same time our understanding is that in terms of the Labour Relations Act this will open the way for employers to declare disputes against workers."

"After that they will have the power to lock workers out until they agree to the new conditions."

Mr Petersen said the union's regional executive committee had warned its head office that it would take legal action if these measures were accepted.

"We also asked them to call a national executive meeting before signing," Mr Petersen said.

"We had no response and have no option but to make our differences public."

Who gets what in the workplace



BIDM
28/10/92



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OCCUPATION BY ECONOMIC SECTOR

R\$



OCCUPATIONS UNSPECIFIED AND NEG.	TOTAL	ACTIVE	AGRICULTURE	MINING	MANUFACTURING	ELECTRICITY	CONSTRUCTION	WHOLESALE RETAIL CATERING ACCOMMODATION	TRANSPORT COMMUNICATION	FINANCING INSURANCE REAL ESTATE BUS. SERV.	COMMUNITY SOCIAL AND SERVICES	NOT ADEQUATELY DEFINED
Total	10 215 303	10 215 303	1 004 986	679 981	1 260 324	88 018	460 111	1 218 145	437 385	444 598	2 339 345	2 282 410
Male	6 026 679	6 026 679	728 496	856 678	880 263	78 220	430 013	704 161	374 758	227 355	852 816	1 093 921
Female	4 188 624	4 188 624	276 491	23 303	380 062	9 798	30 098	513 984	62 628	217 243	1 486 529	1 188 490

Graphio: RUBY-GAY MARTIN Source: CSS



OCCUPATION BY INCOME



TOTAL ECONOMIC ACTIVE	TOTAL	NO INCOME	R1 - R999	R1000 - R2999	R3000 - R4999	R5000 - R6999	R7000 - R9999	R10000 - R29999	R30000 - R49999	R50000 - R69999	R70000 - R99999	R100000 - R299999	R300000 +	UNSPECIFIED
Total	10 215 303	1 859 739	532 307	1 623 088	821 920	739 153	1 102 301	2 208 626	603 133	238 418	140 866	108 329	11 112	195 118
Male	6 026 679	824 229	211 833	784 051	481 383	490 884	814 772	1 422 769	441 567	206 611	127 868	101 228	9 897	109 397
Female	4 188 624	1 035 509	320 474	839 038	340 537	247 269	287 528	817 067	161 566	31 802	12 898	7 101	1 115	86 719

Graphio: RUBY-GAY MARTIN Source: CSS



OCCUPATION BY INCOME



TOTAL ECONOMIC ACTIVE	TOTAL	NO INCOME	R1 - R999	R1000 - R2999	R3000 - R4999	R5000 - R6999	R7000 - R9999	R10000 - R29999	R30000 - R49999	R50000 - R69999	R70000 - R99999	R100000 - R299999	R300000 +	UNSPECIFIED
Blacks														
Total	6 590 552	568 491	445 820	1 321 738	643 186	584 722	809 161	1 020 874	55 255	17 358	1 523	6 752	1 465	127 235
Males	3 871 221	674 664	178 177	631 422	375 422	401 254	668 143	808 695	39 257	12 809	8 068	4 764	956	71 004
Female	2 719 331	893 827	267 643	690 316	267 764	183 468	140 018	212 179	16 000	4 549	715	1 988	509	56 231
Whites														
Total	2 070 386	65 358	16 927	71 612	37 319	38 945	78 048	804 379	483 625	206 797	123 961	98 346	9 051	36 018
Males	1 240 621	31 760	7 353	37 715	20 425	15 680	26 384	334 412	349 691	180 698	114 057	93 083	8 556	20 827
Female	829 765	33 598	9 574	33 897	16 894	23 265	51 664	469 967	133 934	26 099	9 904	5 263	495	15 191
Coloureds														
Total	1 219 221	389 653	81 859	211 638	126 869	10 773	165 219	282 518	34 036	6 375	2 073	1 635	297	26 276
Males	689 343	95 283	21 891	103 904	78 246	62 225	93 564	183 460	27 199	5 705	1 817	1 238	215	13 596
Female	530 878	194 370	39 968	107 734	48 623	48 548	71 655	99 058	6 837	670	256	397	82	12 680
Asians														
Total	335 045	38 237	8 001	18 101	14 546	23 663	49 882	131 855	30 218	8 082	3 309	2 296	299	6 557
Males	225 994	22 522	4 412	10 926	7 290	11 725	28 681	98 192	25 421	7 398	3 026	2 163	268	3 970
Female	109 050	15 715	3 589	7 175	7 255	11 937	21 201	33 663	4 797	684	282	133	31	2 587

Graphio: RUBY-GAY MARTIN Source: CSS

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NEWS Male pupils main users of hormone

Workers abused - claim

■ 'Blacks used as part of white employees' package'

THE Media Workers Association of South Africa (Mwasa) is considering taking legal action against the management of the Durban-based Republican Press magazine group.

At a Press conference

yesterday, Mwasa assistant general secretary Themba Hlatshwayo alleged black workers at Republican Press were "regarded as part and parcel of the white employees' privilege package".

Hlatshwayo specifically alleged that white staff had been given permission to use black workers as gardeners and domestic servants and that the highest echelons of management were "part of that". - Sapa.



No. R. 3032

30 October 1992

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY,
SOUTH WESTERN DISTRICTS: 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 R. 2859 of 28 December 1979, R. 190 of 28 January 1983, R. 871 of 4 May 1984, R. 1819 of 17 August 1984, R. 140 of 24 January 1986, R. 1672 of 8 August 1986, R. 842 of 16 April 1987, R. 573 of 31 March 1989 and R. 408 of 1 March 1991, to be effective from the date of publication of this notice and for the period ending 30 April 1993.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 3033

30 October 1992

LABOUR RELATIONS ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH
AFRICA: RENEWAL OF AGREEMENT FOR THE
TANNING SECTION

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 R. 380 of 4 March 1988, R. 2313 of 18 November 1988, R. 160 of 26 January 1990, R. 2871 of 7 December 1990 and R. 1001 of 3 April 1992, to be effective from the date of publication of this notice and for the period ending 30 June 1993.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 3034

30 October 1992

LABOUR RELATIONS ACT, 1956

TEXTILE INDUSTRY, REPUBLIC OF SOUTH
AFRICA: AMENDMENT OF AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the date of publication and for the period ending 30 June 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

No. R. 3032

30 Oktober 1992

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, SUIDWESTELIKE DIS-
TRIKTE: 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 R. 2859 van 28 Desember 1979, R. 190 van 28 Januarie 1983, R. 871 van 4 Mei 1984, R. 1819 van 17 Augustus 1984, R. 140 van 24 Januarie 1986, R. 1672 van 8 Augustus 1986, R. 842 van 16 April 1987, R. 573 van 31 Maart 1989 en R. 408 van 1 Maart 1991, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1993 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 3033

30 Oktober 1992

WET OP ARBEIDSVERHOUDINGE, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA:
HERNUWING VAN OOREENKOMS VIR DIE LOOI-
SEKSIE

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 R. 380 van 4 Maart 1988, R. 2313 van 18 November 1988, R. 160 van 26 Januarie 1990, R. 2871 van 7 Desember 1990 en R. 1001 van 3 April 1992, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 3034

30 Oktober 1992

WET OP ARBEIDSVERHOUDINGE, 1956

TEKSTIELNYWERHEID, REPUBLIEK VAN SUID-
AFRIKA: WYSIGING VAN OOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op 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 en vir die tydperk wat op 30 Junie 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) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (b), shall be binding, with effect from the date of publication and for the period ending 30 June 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

THE NATIONAL INDUSTRIAL COUNCIL FOR THE TEXTILE MANUFACTURING INDUSTRY OF THE REPUBLIC OF SOUTH AFRICA

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

National Textile Manufacturers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

South African Clothing and Textile Workers Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the National Industrial Council for the Textile Manufacturing Industry of the Republic of South Africa,

to renew and to amend the Agreement published under Government Notice No. R. 2069 of 21 September 1979, as amended and renewed by Government Notices Nos. R. 207 and R. 208 of 5 February 1982, R. 43 and R. 44 of 4 January 1985, R. 78 of 17 January 1986, R. 501 of 21 March 1986, R. 65 of 9 January 1987, R. 1159 of 29 May 1987, R. 2840 of 24 December 1987, R. 997 and R. 998 of 27 May 1988, R. 389 and R. 390 of 23 February 1990, R. 413 and R. 414 of 1 March 1991, R. 3139 and R. 3140 of 20 December 1991 and R. 2039 of 17 July 1992.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Textile Manufacturing Industry—

(a) in the Republic of South Africa, excluding the port and settlement of Walvis Bay;

(b) by all employers who are members of the employers' organisation and are engaged in the Textile Manufacturing Industry and by all employees who are members of the trade union and are employed in the Industry.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in this Agreement.

2. CLAUSE 4—REMUNERATION

(1) Substitute the following for subclause (11):

"(11) (a) Subject to the provisions of clause 5, an employer shall not pay and an employee shall not accept wages less than those specified for such employee's class of work in Annexure A, B or C to this Agreement.

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (b) met ingang van die datum van publikasie en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir alle ander 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

NASIONALE NYWERHEIDSRAAD VIR DIE TEKSTIELNYWERHEID VAN DIE REPUBLIEK VAN SUID-AFRIKA

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

National Textile Manufacturers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

South African Clothing and Textile Workers Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir Tekstielywerheid van die Republiek van Suid-Afrika,

tot hernuwing en wysiging van die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R. 2069 van 21 September 1979, soos gewysig en hernieu by Goewermmentskennisgewings Nos. R. 207 en R. 208 van 5 Februarie 1982, R. 43 en R. 44 van 4 Januarie 1985, R. 78 van 17 Januarie 1986, R. 501 van 21 Maart 1986, R. 65 van 9 Januarie 1987, R. 1159 van 29 Mei 1987, R. 2840 van 24 Desember 1987, R. 997 en R. 998 van 27 Mei 1988, R. 389 en R. 390 van 23 Februarie 1990, R. 413 en R. 414 van 1 Maart 1991, R. 3139 en R. 3140 van 20 Desember 1991 en R. 2039 van 17 Julie 1992.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Tekstielywerheid nagekom word—

(a) in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai;

(b) deur alle werkgewers wat lede van die werkgewersorganisasie is en wat by die Tekstielywerheid betrokke is, en deur alle werknemers wat lede van die vakvereniging is en in die Nywerheid in diens is.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. KLOUSULE 4—BESOLDIGING

(1) Vervang subklousule (11) deur die volgende:

"(11) (a) Behoudens klousule 5 mag 'n werkgewer nie 'n kleiner loon betaal en mag 'n werknemer nie 'n kleiner loon aanvaar nie as wat in Aangangsel A, B of C van hierdie Ooreenkoms vir so 'n werknemer se klas werk voorgeskryf word.

(b) Every employee who, for the pay-week immediately preceding the date of coming into operation of this Agreement was receiving from his employer a wage in excess of the rate specified for his class of work in the previous Annexure to this Agreement shall, if in the employ of the same employer, be paid, with effect from the date of coming into operation of this Agreement and whilst he continues in such employment, not less than the said wage, plus—

ANNEXURE A [blankets, yarn, coarse curtaining—1.3. (a)/(b)]

(i) In all areas other than the Magisterial Districts of Harri-smith and East London:

- R15,00 per week for Grades I, II and III;
- R15,00 per week for Grades IV and V;
- R15,00 per week for Grade VI;
- R16,50 per week for Grade VII;
- R17,00 per week for Grade VIII;
- R19,00 per week for Grade IX.

(ii) in the Magisterial Districts of Harri-smith and East London:

- R15,00 per week for Grades I, II and III;
- R15,00 per week for Grades IV and V;
- R16,00 per week for Grade VI;
- R16,50 per week for Grade VII;
- R17,00 per week for Grade VIII;
- R19,00 per week for Grade IX.

ANNEXURE B [canvas, duck, tapes, webbing—c1.3. (c)]

In all areas—

- R15,00 per week for Grades I, II, III, IV and V;
- R16,00 per week for Grade VI;
- R16,50 per week for Grade VII;
- R17,00 per week for Grade VIII;
- R19,00 per week for Grade IX.

ANNEXURE C [flock, wadding, felt, underfelt, cotton wool—c1.3. (3)]

In all areas—

- R16,00 per week for Grades I, II, III, IV, V and VI;
- R16,50 per week for Grade VII;
- R17,00 per week for Grade VIII;
- R19,00 per week for Grade IX.

(c) Every employee who, for the pay-week immediately preceding the first pay-week in January 1993 was receiving from his employer a wage in excess of the rate specified for his class of work in Column A of Annexure A, B or C to this Agreement shall, if in the employ of the same employer, be paid, with effect from the first pay-week in January 1993 and whilst he continues in such employment, not less than the said wage, plus—

ANNEXURE A [blankets, yarn, coarse curtaining—c.1.3 (a) (b)]

(i) in all areas other than the Magisterial Districts of Harri-smith and East London:

- R15,00 per week for Grades I, II and III;
- R15,50 per week for Grades IV and V;
- R16,00 per week for Grade VI;
- R16,50 per week for Grade VII;
- R17,00 per week for Grade VIII;
- R19,00 per week for Grade IX.

(b) Elke werknemer wat vir die betaalweek onmiddellik voor die datum van inwerktrading van hierdie Ooreenkoms van sy werkgever 'n loon ontvang het wat hoër is as die loon wat vir sy klas werk in die vorige Aanhangel van hierdie Ooreenkoms voorgeskryf word, moet, indien hy by dieselfde werk-gever werkzaam is, vanaf die datum van inwerkingtrading van hierdie Ooreenkoms en solank hy in die werk aanbly, besoldig word, teen 'n loon wat nie minder is nie as gemelde loon, plus—

AANHANGSEL A [komberse, garing, growwe gordynstof—1.3. (a)/(b)]

(i) In alle ander gebiede as die landdrosdistrikte Harri-smith en Oos-Londen:

- R15,00 per week vir grade I, II en III;
- R15,00 per week vir grade IV en V;
- R15,00 per week vir graad VI;
- R16,50 per week vir graad VII;
- R17,00 per week vir graad VIII;
- R19,00 per week vir graad IX.

(ii) In die landdrosdistrikte Harri-smith en Oos-Londen:

- R15,00 per week vir grade I, II en III;
- R15,00 per week vir grade IV en V;
- R16,00 per week vir graad VI;
- R16,50 per week vir graad VII;
- R17,00 per week vir graad VIII;
- R19,00 per week vir graad IX.

AANHANGSEL B [seil, seildoek, seilband, growwe seil—k1.3.(c)]

In alle gebiede—

- R15,00 per week vir grade I, II, III, IV en V;
- R16,00 per week vir graad VI;
- R16,50 per week vir graad VII;
- R17,00 per week vir graad VIII;
- R19,00 per week vir graad IX.

AANHANGSEL C [vlok, watte, vilt, ondervilt—k1.3.(3)]

In alle gebiede—

- R16,00 per week vir grade I, II, III, IV, V en VI;
- R16,50 per week vir graad VII;
- R17,00 per week vir graad VIII;
- R19,00 per week vir graad IX.

(c) Elke werknemer wat vir die betaalweek onmiddellik voor die eerste betaalweek in Januarie 1993 van sy werkgever 'n loon ontvang het wat hoër is as die loon wat vir sy klas werk in Kolom A van Aanhangel A, B of C van hierdie Ooreenkoms voorgeskryf word, moet, indien hy by dieselfde werkgever werkzaam is, vanaf die eerste betaalweek in Januarie 1993 en solank hy in die werk aanbly, besoldig word teen 'n loon wat nie minder is nie as gemelde loon, plus—

AANHANGSEL A [komberse, garing, growwe gordynstof of—k.1.3 (a) (b)]

(i) in alle ander gebiede as die landdrosdistrikte Harri-smith en oos-Londen:

- R15,00 per week vir grade I, II en III;
- R15,50 per week vir grade IV en V;
- R16,00 per week vir graad VI;
- R16,50 per week vir graad VII;
- R17,00 per week vir graad VIII;
- R19,00 per week vir graad IX.

(ii) in the Magisterial Districts of Harrismith and East London:

R16,00 per week for Grades I, II and III;
R16,00 per week for Grades IV and V;
R16,00 per week for Grade VI;
R16,50 per week for Grade VII;
R17,00 per week for Grade VIII;
R19,00 per week for Grade IX.

ANNEXURE B [canvas, duck, tapes, webbing—c.1.3. (c)]

In all areas—

R16,00 per week for Grades I, II, III, IV and V;
R16,00 per week for Grade VI;
R16,50 per week for Grade VII;
R17,00 per week for Grade VIII;
R19,00 per week for Grade IX.

ANNEXURE C [flock, wadding, felt, underfelt, cotton wool—c.1.3.(d)]

In all areas—

R17,00 per week for Grades I, II, III, IV, V and VI;
R17,50 per week for Grade VII;
R18,00 per week for Grade VIII;
R19,00 per week for Grade IX."

3. CLAUSE 6: HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME

Substitute the following for subclause (1) (i):

"(i) 46 hours in any week; and from 1 January 1993 45 hours in any week; and".

4. CLAUSE 18: COUNCIL LEVIES

Substitute the expression "20c" for the expression "12c".

5. ANNEXURES

Substitute the following for the Annexures to this Agreement:

"ANNEXURE A—Blankets/yarn/coarse curtain [c1.3. (a) and (b)]

(ii) in die landdrosdistrikte Harrismith en Oos-Londen:

R16,00 per week vir grade I, II en III;
R16,00 per week vir grade IV en V;
R16,00 per week vir graad VI;
R16,50 per week vir graad VII;
R17,00 per week vir graad VIII;
R19,00 per week vir graad IX.

AANHANGSEL B [seil, seildoek, seilband, growwe seil—k.1.3. (c)]

In alle gebiede—

R16,00 per week vir grade I, II, III, IV en V;
R16,00 per week vir graad VI;
R16,50 per week vir graad VII;
R17,00 per week vir graad VIII;
R19,00 per week vir graad IX.

AANHANGSEL C [vlok, watte, vilt, ondervilt—k.1.3. (d)]

In alle gebiede—

R17,00 per week vir grade I, II, III, IV, V en VI;
R17,50 per week vir graad VII;
R18,00 per week vir graad VIII;
R19,00 per week vir graad IX."

3. KLOUSULE 6: WERKURE, GEWONE EN OORTYD EN BETALING VAN OORTYDWERK

Vervang subklousule (1) (i) deur die volgende:

"(i) 46 ure in 'n week; en vanaf 1 Januarie 1993 45 ure in 'n week; en".

4. KLOUSULE 18: HEFFINGS DEUR DIE RAAD

Vervang die uitdrukking "12c" deur die uitdrukking "20c".

5. AANHANGSELS

Vervang die Aanhangsels van die Ooreenkoms deur die volgende:

Grades	With effect from the date of coming into operation of Agreement		With effect from first pay week in January 1993	
	A Per week		B Per week	
	(i)	(ii)	(i)	(ii)
Grade I employee	196,12	187,10	211,12	203,10
Grade II employee, unqualified—				
during first three months' experience	196,12	187,10	211,12	203,10
during second three months' experience	197,37	189,04	212,37	205,04
Grade II employee, qualified	198,61	191,77	213,61	207,77
Grade III employee	202,64	192,38	217,64	208,38
Grade IV employee, unqualified—				
during first six months' experience	205,62	196,60	221,12	212,60
during second six months' experience	208,90	200,96	224,40	216,96
Grade IV employee, qualified	212,46	205,61	227,96	221,61
Grade V employee, unqualified—				
during first six months' experience	208,11	201,88	223,61	217,88
during second six months' experience	212,36	204,51	227,86	220,51
Grade V employee, qualified	214,62	207,16	230,12	223,16
Grade VI employee, unqualified—				
during first six months' experience	222,64	213,77	238,64	229,77
during second six months' experience	227,21	219,82	243,21	235,82
Grade VI employee, qualified	231,41	225,37	247,41	241,37
Grade VII employee, qualified	254,25	254,25	270,75	270,75
Grade VIII employee, qualified	275,75	275,75	292,75	292,75
Grade IX employee, qualified	317,75	317,75	336,75	336,75

(i) All areas other than the Magisterial Districts of Harrismith and East London.

(ii) The Magisterial District of Harrismith and East London.

"AANHANSEL A—Komberse/garing/growwe gordynstof [k1.3. (a) en (b)]

Grade	Met ingang van die datum van inwerkingtreding van Ooreenkoms		Met ingang van die eerste betaalweek in Januarie 1993	
	A Per week		B Per week	
	(i)	(ii)	(i)	(ii)
Werknemer graad I.....	196,12	187,10	211,12	203,10
Werknemer graad II, ongekwalifiseer—				
gedurende eerste drie maande ondervinding.....	196,12	187,10	211,12	203,10
gedurende tweede drie maande ondervinding.....	197,37	189,04	212,37	205,04
Werknemer graad II, ongekwalifiseer.....	198,61	191,77	213,61	207,77
Werknemer graad III.....	202,64	192,38	217,64	208,38
Werknemer graad IV, ongekwalifiseer—				
gedurende eerste ses maande ondervinding.....	205,62	196,60	221,12	212,60
gedurende tweede ses maande ondervinding.....	208,90	200,96	224,40	216,96
Werknemer graad IV, gekwalifiseer.....	212,46	205,61	227,96	221,61
Werknemer graad V ongekwalifiseer—				
gedurende eerste ses maande ondervinding.....	208,11	201,88	223,61	217,88
gedurende tweede ses maande ondervinding.....	212,36	204,51	227,86	220,51
Werknemer graad V, gekwalifiseer.....	214,62	207,16	230,12	223,16
Werknemer graad VI, ongekwalifiseer—				
gedurende eerste ses maande ondervinding.....	222,64	213,77	238,64	229,77
gedurende tweede ses maande ondervinding.....	227,21	219,82	243,21	235,82
Werknemer graad VI, gekwalifiseer.....	231,41	225,37	247,41	241,37
Werknemer graad VII, gekwalifiseer.....	254,25	254,25	270,75	270,75
Werknemer graad VIII, gekwalifiseer.....	275,75	275,75	292,75	292,75
Werknemer graad IX, gekwalifiseer.....	317,75	317,75	336,75	336,75

(i) Alle ander gebiede as die landdrosdistrikte Harrismith en Oos-Londen.

(ii) Die landdrosdistrikte Harrismith en Oos-Londen.

ANNEXURE B—Canvas/duck/tapes/webbing [c1.3. (c)]

Grades	With effect from the date of coming into operation of Agreement	With effect from first pay week in January 1993
	A Per week	B Per week
Grade I employee.....	204,12	220,12
Grade II employee, unqualified—		
during first three months' experience.....	204,12	220,12
during second three months' experience.....	205,37	221,37
Grade II employee, qualified.....	206,61	222,61
Grade III employee.....	210,64	226,64
Grade IV employee, unqualified—		
during first six months' experience.....	212,62	228,62
during second six months' experience.....	215,90	231,90
Grade IV employee, qualified.....	219,46	235,46
Grade V employee, unqualified—		
during first six months' experience.....	215,11	231,11
during second six months' experience.....	219,36	235,36
Grade V employee, qualified.....	221,62	237,62
Grade VI employee, unqualified—		
during first six months' experience.....	229,64	245,64
during second six months' experience.....	234,21	250,21
Grade VI employee, qualified.....	228,41	254,41
Grade VII employee, qualified.....	259,25	275,75
Grade VIII employee, qualified.....	281,75	298,75
Grade IX employee, qualified.....	325,75	344,75

AANHANGSEL B—Seil/seildoek/seilband/growwe seil [k1.3. (c)]

Grade	Met ingang van die datum van inwerkingtreding van Ooreenkoms	Met ingang van die eerste betaalweek in Januarie 1993
	A Per week	B Per week
Werknemer graad I.....	204,12	220,12
Werknemer graad II, ongekwalifiseer—		
gedurende eerste drie maande ondervinding	204,12	220,12
gedurende tweede drie maande ondervinding	205,37	221,37
Werknemer graad II, gekwalifiseer	206,61	222,61
Werknemer graad III	210,64	226,64
Werknemer graad IV, ongekwalifiseer—		
gedurende eerste ses maande ondervinding	212,62	228,62
gedurende tweede ses maande ondervinding	215,90	231,90
Werknemer Graad IV, gekwalifiseer	219,46	235,46
Werknemer graad V ongekwalifiseer—		
gedurende eerste ses maande ondervinding	215,11	231,11
gedurende tweede ses maande ondervinding	219,36	235,36
Werknemer graad V, gekwalifiseer	221,62	237,62
Werknemer graad VI, ongekwalifiseer—		
gedurende eerste ses maande ondervinding	229,64	245,64
gedurende tweede ses maande ondervinding	234,21	250,21
Werknemer graad VI, gekwalifiseer	228,41	254,41
Werknemer graad VII, gekwalifiseer	259,25	275,75
Werknemer graad VIII, gekwalifiseer	281,75	298,75
Werknemer graad IX, gekwalifiseer	325,75	344,75

ANNEXURE C—Flock/wadding/felt/underfelt/cotton/wool [c 1.3. (d)]

Grades	With effect from the date of coming into operation of Agreement	With effect from first pay week in January 1993
	A Per week	B Per week
Grade I employee	211,12	228,12
Grade II employee, unqualified—		
during first three months' experience	211,12	228,12
during second three months' experience	212,37	229,37
Grade II employee, qualified	213,61	230,61
Grade III employee	217,64	234,64
Grade IV employee, unqualified—		
during first three months' experience	218,62	235,62
during second three months' experience	221,90	238,90
Grade IV employee, qualified	225,46	242,46
Grade V employee, unqualified—		
during first three months' experience	222,11	239,11
during second three months' experience	226,36	243,36
Grade V employee, qualified	228,62	245,62
Grade VI employee, unqualified—		
during first three months' experience	234,64	251,64
during second three months' experience	239,21	256,21
Grade VI employee, qualified	243,41	260,41
Grade VII employee, qualified	262,25	279,75
Grade VIII employee, qualified	283,75	301,75
Grade IX employee, qualified	321,75	340,75"

SCHEDULE**1. Regulation 1**

South African Bureau of Standards, codes of practice SABS 051-1973: The Prevention of Explosives and Electrical Hazards in Hospitals;

SABS 086-1974: The Installation and Maintenance of Electrical Equipment Used in Explosive Atmospheres;

SABS 089-1965: The Petroleum Industry; and

SABS 0108-1974: The Classification of Hazardous Locations and the Selection of Electrical Apparatus for Use in such Locations.

2. Regulation 4 (1)

South African Bureau of Standards, code of practice SABS 0142-1987: Code of practice for the Wiring of Premises.

No. R. 3074**6 November 1992**

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, WESTERN 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 R. 2458 of 28 November 1986, R. 381 of 4 March 1988, R. 2573 of 23 December 1988, R. 1744 of 11 August 1989 and R. 899 of 26 April 1991, to be effective from the date of publication of this notice and for the period ending 30 June 1993.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 3084 (355)**6 November 1992**

LABOUR RELATIONS ACT, 1956

LIQUOR AND CATERING TRADE, PIETERMARITZBURG: AMENDMENT OF MAIN AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

BYLAE**1. Regulاسie 1**

Suid-Afrikaanse Buro vir Standaarde, gebruikskodes SABS 051-1973: Die Voorkoming van Ontploffings- en Elektriese Gevare in Hospitale;

SABS 086-1974: Die Installering en Instandhouding van Elektriese Uitrusting Gebruik in Plofbare Atmosfere;

SABS 089-1965: Die Petroleumnywerheid; en

SABS 0108-1974: Die Klassifikasie van Gevaarlike Gebiede en die Kies van Elektriese Apparaat vir Gebruik in sulke Gebiede.

2. Regulاسie 4 (1)

Suid-Afrikaanse Buro vir Standaarde, gebruikskode SABS 0142-1987: Die Gebruikskode vir die Bedrading van Persele.

No. R. 3074**6 November 1992**

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, WES-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 R. 2458 van 28 November 1986, R. 381 van 4 Maart 1988, R. 2573 van 23 Desember 1988, R. 1744 van 11 Augustus 1989 en R. 899 van 26 April 1991, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 3084**6 November 1992**

WET OP ARBEIDSVERHOUDINGE, 1956

DRANK- EN SPYSENIERINGSBEDRYF, PIETERMARITZBURG: WYSIGING VAN HOOFOOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms 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 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.

LABOUR RELATIONS ACT, 1956

LIQUOR CATERING TRADE, PIETERMARITZBURG:
AMENDMENT OF MAIN AGREEMENT

SCHEDULE

INDUSTRIAL COUNCIL FOR THE LIQUOR AND
CATERING TRADE, PIETERMARITZBURG

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between

Fedhasa Employers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and

The Natal Liquor and Catering Trades Employees' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Liquor and Catering Trade, Pietermaritzburg)

to amend the Agreement published under Government Notice R. 1245 of 16 June 1989, as renewed and amended under Government Notices R. 2647 and R. 2648 of 1 December 1989, R. 887 of 20 April 1990, R. 1556 of 6 July 1990, R. 2680 of 16 November 1990 and R. 2040 of 17 July 1992.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) the terms of this Agreement shall be observed in the Liquor and Catering Trade—

(a) By all employers who are members of the employers' organisation and are engaged in the Trade and by all employees who are members of the trade union and are employed in the Trade;

(b) in the Magisterial District of Pietermaritzburg.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in the Main Agreement.

2. CLAUSE 4: WAGES

(1) In subclause (1) (a), substitute the following for the existing wage schedule:

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

WET OP ARBEIDSVERHOUDINGE, 1956

DRANK- EN SPYSENIERINGSBEDRYF, PIETERMARITZBURG: WYSIGING VAN HOOFOOREENKOMS

BYLAE

NYWERHEIDSRAAD VIR DIE DRANK- EN
SPYSENIERINGSBEDRYF, PIETERMARITZBURG

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen

Fedhasa Employers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en

The Natal Liquor and Catering Trades Employees' Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Drank- en Spysenieringsbedryf, Pietermaritzburg,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1245 van 16 Junie 1989, soos hernu en gewysig by Goewermentskennisgewings R. 2647 en R. 2648 van 1 Desember 1989, R. 887 van 20 April 1990, R. 1556 van 6 Julie 1990, R. 2680 van 16 November 1990 en R. 2040 van 17 Julie 1992.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Drank- en Spysenieringsbedryf nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Bedryf betrokke is en deur alle werknemers wat lede van die vakvereniging is en in die Bedryf werksaam is;

(b) in die landdrosdistrik Pietermaritzburg.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone in die Hoofdooreenkoms voorgeskryf word.

2. KLOUSULE 4: LONE

(1) In subklousule (1) (a), vervang die bestaande loontabel deur die volgende:

"Per month"		"Per maand"	
Category	From the date of coming into operation of this agreement	Kategorie	Vanaf die datum van inwerking-treding van hierdie ooreenkoms
	R		R
Barman:		Kroegman:	
Qualified.....	1 000,00*	Gekwalifiseer	1 000,00*
Unqualified:		Ongekwalifiseer:	
First year	741,00*	Eerste jaar	741,00*
Second year	787,00*	Tweede jaar	787,00*
Bookkeeper	1 036,00*	Boekhouer	1 036,00*
Clerical employee:		Klerk:	
Qualified.....	803,00	Gekwalifiseer	803,00
Unqualified:		Ongekwalifiseer:	
First year	652,00	Eerste jaar	652,00
Second year	688,00	Tweede jaar	688,00
Cook: Head.....	881,00*	Kok: Hoof.....	881,00*
Qualified.....	770,00*	Gekwalifiseer	770,00*
Unqualified:		Ongekwalifiseer:	
First year	647,00*	Eerste jaar	647,00*
Second year	703,00*	Tweede jaar	703,00*
General service employee	671,00*	Algemenedienstewerknemer	671,00*
Griller.....	671,00*	Roosterbediener	671,00*
Handyman	737,00*	Faktotum	737,00*
Hotel trainee	721,00**	Hoteltwekeling	721,00**
Housekeeper	753,00*	Huishoudster	753,00*
Kitchen supervisor	723,00*	Kombuistoetsighouer.....	723,00*
Laundryman	732,00*	Wasseryman	732,00*
Manager:		Bestuurder:	
Hotel	1 351,00**	Hotel	1 351,00**
Off-sales/bottle-store	1 286,00	Buiteverkope/drankwinkel	1 286,00
Assistant Manager:		Assistentbestuurder:	
Hotel	978,00**	Hotel	978,00**
Off-sales/bottle-store	958,00	Buiteverkope/drankwinkel	958,00
Manager, restaurant	978,00**	Restourantbestuurder.....	978,00**
Motor vehicle driver	691,00	Motorvoertuigdrywer.....	691,00
Night watchman	671,00*	Nagwag	671,00*
Off-sales or bottle-store attendant:		Drankwinkel/buiteverkoop- of drankwinkelbediener:	
Qualified.....	885,00	Gekwalifiseer	885,00
Unqualified:		Ongekwalifiseer:	
First year	703,00	Eerste jaar	703,00
Second year	752,00	Tweede jaar	752,00
Page/lift attendant.....	671,00*	Hoteljoggie/hyserbediener.....	671,00*
Porter.....	734,00*	Portier	734,00*
Receptionist:		Ontvangsklerk:	
Qualified.....	784,00**	Gekwalifiseer	784,00**
Unqualified:		Ongekwalifiseer:	
First year	671,00**	Eerste jaar	671,00**
Second year	690,00**	Tweede jaar	690,00**
Storeman.....	697,00*	Magasynman.....	697,00*
Switchboard operator	732,00*	Skakelbordoperateur	732,00*
Valet	721,00*	Klerebediende	721,00*
Waiter/wine steward:		Kelner/wynkelner:	
Head	872,00*	Hoof	872,00*
Qualified.....	822,00*	Gekwalifiseer	822,00*
Learner:		Leerling:	
First year	690,00*	Eerste jaar	690,00*
Second year	718,00*	Tweede jaar	718,00*

* Denotes "plus free meals while on duty".

** Denotes "plus free board and lodging".

* Dui aan "plus vry etes terwyl op diens".

** Dui aan "plus vry kos en inwoning".

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	Four hours or less	Thereafter, per hour or part thereof
	R	R
Casual employees:		
Barman/barmaid.....	15,00*	3,00*
General service employee.....	8,00*	1,50*
Off-sales or bottle-store atten- dant.....	12,00	2,50
Waiter/wine steward.....	12,00*	2,50*

* Denotes "plus free meals while on duty" but does not include a general service employee in an off-sales or bottle store."

(2) Substitute the following for subclause (1) (b):

"(b) *Annual bonus*: Every employee who has completed three months' service in the employ of the same employer in December of any year shall be paid a minimum bonus, payable by not later than 15 December, in accordance with the following table of monthly salary:

3 months to 1 year: 25 per cent.
13 months to 5 years: 30 per cent.
61 months and over: 35 per cent."

3. CLAUSE 7: HOUSE OF WORKS

Substitute the following for subclause (11):

"(11) *Night shift*: All employees who are required to work between the hours of 23:00 and 06:00 on any day shall be paid a bonus of 20 per cent of his/her daily wage."

Signed at Pietermaritzburg this 24th day of June 1992.

R. LOTE,
Chairman.

L. REDDY,
Vice-Chairman.

C. W. ALBOROUGH,
Secretary.

(6 November 1992)

DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. R. 3079

6 November 1992

FOODSTUFFS, COSMETICS AND DISINFECTANTS
ACT, 1972 (ACT No. 54 OF 1972)

ENFORCEMENT BY LOCAL AUTHORITY:
HENNENMAN MUNICIPALITY

I, Elizabeth Hendrina Venter, Minister of National Health, hereby authorise under section 23 (1) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), the Hennenman Municipality to enforce the relevant provisions of the said Act within its area of jurisdiction and through its duly authorised officers.

E. H. VENTER,
Minister of National Health.

	Vier uur of minder	Daarna, per uur of gedeelte daarvan
	R	R
Los werknemers:		
Kroegman/kroegvrou.....	15,00*	3,00*
Algemenedienstewerknemer.....	8,00*	1,50*
Buiteverkoop- of drankwinkel- bediener.....	12,00	2,50
Kelner/wynkelner.....	12,00*	2,50*

* Dui aan "plus vry etes terwyl op diens", maar dit omvat nie 'n algemenedienstewerknemer in 'n buiteverkoop- of drankwinkel nie."

(2) Vervang subklousule (1) (b) deur die volgende:

"(b) *Jaarlike bonus*: 'n Werkgever moet aan elke werknemer wat in Desember van enige jaar drie maande diens by daardie selfde werkgever voltooi het, 'n minimum bonus voor of op 15 Desember ooreenkomstig die volgende tabel van maandelikse salaris betaal:

3 maande tot 1 jaar: 25 persent.
13 maande tot 5 jaar: 30 persent.
61 maande en meer: 35 persent."

3. KLOUSULE 7: WERKURE

Vervang subklousule (11) deur die volgende:

"(11) *Nagskof*: Alle werknemers van wie vereis word om tussen 23:00 en 06:00 op enige dag te werk, moet 'n bonus van 20 persent van sy/haar daaglikse loon betaal word."

Op hede die 24ste dag van Junie 1992 te Pietermaritzburg onderteken.

R. LOTE,
Voorsitter.

L. REDDY,
Ondervoorsitter.

C. W. ALBOROUGH,
Sekretaris.

(6 November 1992)

DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGS- ONTWIKKELING

No. R. 3079

6 November 1992

WET OP VOEDINGSMIDDELS, SKOONHEIDS-
MIDDELS EN ONTSMETTINGSMIDDELS, 1972
(WET No. 54 VAN 1972)

TOEPASSING DEUR PLAASLIKE BESTUUR:
MUNISIPALITEIT VAN HENNENMAN

Ek, Elizabeth Hendrina Venter, Minister van Nasionale Gesondheid, magtig hierby kragtens artikel 23 (1) van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), die Munisipaliteit van Hennenman om binne sy regsgebied en deur middel van sy behoorlik gemagtigde beamptes die toepaslike bepalings van genoemde Wet uit te voer.

E. H. VENTER,
Minister van Nasionale Gesondheid.

Frame salaried staff threaten to strike

BSS **DIRK HARTFORD** **KSZ**
MORE than 400 Frame salaried staff — who earn between R1 680 and R5 000 a month — could strike this week if their demand for a 12,5% salary hike is not met. **(HSA)**

All are SA Clothing and Textile Workers' Union (Sactwu) members.

Frame, which began negotiations offering a 10% wage cut, is now offering the New Germany workers 8%.

A Sactwu spokesman said it was the first time in its experience that salaried employees were prepared to back up their demands with action. A Frame spokesman was not available for comment yesterday. **6/10/92**

Survey: Pay increases may drop

(355)
CT 18/11/92

THE country's worst recession has pushed average wage increases down to 12,6% for the past year and they may drop further, according to leading labour consultants Andrew Levy and Associates.

Their latest wage survey, released yesterday, says wages are unlikely to catch up with inflation, even if the Consumer Price Index dropped to 11,5% by the end of the year.

This is also the first year since 1986 that trade unions failed to win inflation-matching increases. Some unions have not been awarded any increases. "Wage increases will continue to decline next year, particularly in the

first half of the year, and single figure increases will become more common."

The average increase by November was 12,6% while the the average inflation rate was 15,07%.

"The success of unions to keep increases almost equal to the CPI since 1986 has finally succumbed to the worst recession in the country's history."

Wage-related industrial action continued to decrease over the past year. Only 23% of strikes were attributed to wage disputes. Pay-related industrial action will probably drop in the private sector, but increase in the public sector next year. — Sapa

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Strikers seek isolation

By Mckeed Kotlolo

Striking metalworkers yesterday threatened to call for the international isolation of Bosal Afrika as the strike by 900 workers at the car parts manufacturer's plants in Uitenhage, Pretoria, Cape Town, Krugersdorp and Maritzburg entered its fifth day.

The National Union of Metalworkers of SA (Numsa) said it was holding talks with the Congress of SA Trade Unions

as well as unions abroad to isolate the company in an attempt to force it to review its "hostile" stand.

Numsa said that despite its efforts to resolve the wage dispute by compromising on most of its demands, management refused to budge.

Numsa demanded a R2 across-the-board hourly increase, the election of full-time shop stewards and a moratorium on retrenchments or monthly severance pay.

Victim drives to clinic

Group Life Assurance

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GROUP Life Assurance is the least expensive but most important employee benefit; it's therefore surprising that so little attention is given towards optimising the advantages of a group life scheme, says Gerard Ehmke, Deputy General Manager, Employee Benefits. *Sowetan*

Unfortunately, many employees will regard the scheme as providing adequate cover for their dependants, and will not see the necessity for additional insurance. This complacency is quickly destroyed if the employee is retrenched or moves to a job that does not provide group life assurance. According to Ehmke, this can be obviated by providing continuation cover, at little extra cost, which ensures that employees can continue to enjoy life cover - without having to provide evidence of health - when they leave the scheme.

There is an upper age limit, but the need for life insurance protection generally reduces as people grow older and their savings increase. 26/11/92

Ehmke also points out that it is important that adequate cover is given. A multiple of at least five times annual salary should be seen as the minimum cover under a scheme. A family man with

several young children actually needs total cover of around 10 or 12 times his annual salary while his children are still at school. Ideally a combination of group life cover and payment of an ongoing group pension to dependants should be aimed for.

Inflation must be taken into account as well; should current rates continue, what seems to be an adequate lump sum today will be totally unrealistic in 5 or 10 years time.

Many employers also fail to appreciate the importance of a group life scheme for employees whose health is sub-standard. Such schemes can offer generous free cover limits, for which no evidence of health is required. This is obviously a boon for the employee who would otherwise have to pay extra premiums, or not have cover at all.

Draft 'policy' on office harassment

365
ARC 27/11/92

VARIOUS women's and business groups have completed a draft document on sexual harassment in the work place.

The Women's Bureau, the Institute of Personnel Management (IPM), the Unisa Women's Studies Group and the Institute of Directors (IOD), with the assistance of Truida Preskel, head of the working group on Women as a High Level Human Resource, have formulated a draft policy for companies.

These guidelines will be distributed to members of IPM and IOD, who will be encouraged to implement the policies. According to Preskel, concerned women and the press could help publicise the need for and availability of such policies.

The policy explains at length what the rights of the individual are and what is acceptable and what is not. Managers will also be given guidelines on disciplinary procedures.

Although no policy can be expected to eliminate the problem, the working group is convinced that awareness of the problem and ways to deal with it will help to reduce the extent.

One of the big problems is the difference in people's definition of what constitutes harassment. Definitions vary — from verbal harassment by sexist, crude or suggestive remarks, to casual touching, to extremes of coercion or blackmail where a man has the power to threaten a woman's job or refuse her a sale if she doesn't play along, to attempted or actual rape.

It is difficult to pinpoint the problem clearly. Sometimes the more "innocent" forms of harassment — making the woman feel uncomfortable, the too-personal comment, or "friendly" touching — may mean the man is testing her reaction and could go further if not firmly repelled.

Harassment relates to intimidation, exploitation and power, not to real, mutual personal attraction and respect.

On the other hand, women must not become neurotic and see a harasser lurking behind every desk, in every friendly inquiry or gesture. Most men at work are probably genuinely friendly and helpful, even if some hold traditional, paternalis-

tic views on a woman's place, role and ability.

Many companies know the problem exists, but aren't aware of the full extent or the destructive effects of this invasive "weed" which can sap the energy and productivity of individuals and of work groups.

The manager who wouldn't dream of abusing his position by harassing a colleague, may find it difficult to believe that someone else would. So the issue is seldom mentioned.

A recent study showed that very few South African companies had clear policies on this form of office misconduct. Yet 76 percent of the women respondents in the study said they had been harassed either regularly or occasionally at work.

The woman who is harassed usually doesn't know how to react. Should she complain, she may be accused of having led on the man concerned, or people may simply not believe her. So, many women suffer in silence, or may even feel guilty or leave their jobs with a sense of defeat and humiliation. Most women feel "damned if they do and damned if they don't" co-operate with the harasser. It may be difficult to refuse a powerful man's wishes, but if they do play along it can mean professional suicide.

Besides personal distress, sexual harassment can cause stress at work and jeopardise a woman's ability to perform her work properly. In some cases women subjected to regular harassment have to spend so much time defending themselves, they can't meet the requirements of their jobs.

Copies of the draft policy are available from the Co-ordinator, Central Women's Studies, Unisa, P O Box 392, Pretoria 0001 at R7 a copy plus R1 for postage. For more information contact Dr Jenny Wilkinson of Unisa at 012-429-6283.

UWC to focus on gender issue

Education Reporter

THE University of the Western Cape has appointed a gender coordinator. (44) 355

Women's issues campaigner Miss Rhoda Kadalie will take up her post in January. ARG 27/11/92

Miss Kadalie is well-known for her role in campaigning for change for women on the UWC campus since 1976.

Her duties will include reviewing the participation of women on decision-making structures, appointments, promotions, research and teaching.

Areas of focus will be violence and sexual harassment, child care facilities and employment conditions for women.

No. R. 3218

27 November 1992

REGULATION IN TERMS OF THE CREDIT AGREEMENTS ACT, 1980 (ACT No. 75 OF 1980)

I, Derek Lyle Keys, Minister of Finance and of Trade and Industry, in terms of section 3 of the Credit Agreements Act, 1980 (Act No. 75 of 1980), hereby amend paragraph 4 of the Regulations published under Government Notice No. R. 401 of 27 February 1981, by the substitution for item (a) of subparagraph (2) of paragraph 4 of the following item:

"(a) (i) if payments in terms of the transaction are amounts allowed to be wholly or partly deducted from or set off against the taxable income of the credit receiver under Part I of Chapter II of the Income Tax Act, 1962 (Act No. 58 of 1962); or

(ii) if the credit receiver is exempt from income tax in terms of section 10 (1) (f) of the Income Tax Act, 1962; or".

DEPARTMENT OF JUSTICE

No. R. 3220

27 November 1992

CORRECTION NOTICE

DECLARATION OF PEACE OFFICERS IN TERMS OF SECTION 334 OF THE CRIMINAL PROCEDURE ACT, 1977 (ACT No. 51 OF 1977)

Government Notice No. R. 2599 published in *Government Gazette* 14280 of 18 September 1992, is hereby amended by the substitution of the expression "referred to in item (v) of column 4 opposite paragraph (c) of this Part" for the expression "conferred in terms of section 44 of the Act, mentioned in column 4 of paragraph (c) of this Part".

DEPARTMENT OF MANPOWER

No. R. 3219

27 November 1992

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY: AMENDMENT OF MOTOR INDUSTRY MEDICAL AID FUND AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 30 November 1992 and for the period ending 30 June 1993 upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions.

G. M. E. CARELSE,

Deputy Minister of Manpower.

No. R. 3218

27 November 1992

REGULASIE KRAGTENS DIE WET OP KREDIET-OOREENKOMSTE, 1980 (WET No. 75 VAN 1980)

Ek, Derek Lyle Keys, Minister van Finansies en van Handel en Nywerheid, wysig hierby kragtens artikel 3 van die Wet op Kredietooreenkomste, 1980 (Wet No. 75 van 1980), paragraaf 4 van die Regulasies uitgevaardig ingevolge Goewermentskennisgewing No. R. 401 van 27 Februarie 1981 deur item (a) van subparagraaf (2) van paragraaf 4 te vervang met die volgende item:

"(a) (i) indien betalings in terme van die transaksie bedrae is wat kragtens Deel I van Hoofstuk II van die Inkomstebelastingwet, 1962 (Wet No. 58 van 1962), geheel of gedeeltelik van belasbare inkomste van die kredietopnemer afgetrek kan word of daarteen verreken kan word; of

(ii) indien die kredietopnemer kragtens artikel 10 (1) (f) van die Inkomstebelastingwet van inkomstebelasting vrygestel is; of".

DEPARTEMENT VAN JUSTISIE

No. R. 3220

27 November 1992

VERBETERINGSKENNISGEWING

VERKLARING VAN VREDESBEAMPTES KRAGTENS ARTIKEL 334 VAN DIE STRAFPROSESWET, 1977 (WET No. 51 VAN 1977)

Goewermentskennisgewing No. R. 2599 gepubliseer in *Staatskoerant* 14280 van 18 September 1992, word hierby gewysig deur die uitdrukking "bedoel in item (v) van kolom 4 teenoor paragraaf (c) van hierdie Deel" deur die uitdrukking "wat ingevolge artikel 44 van die Wet in kolom 4 van paragraaf (c) van hierdie Deel genoem, verleen word" te vervang.

DEPARTEMENT VAN MANNEKRAG

No. R. 3219

27 November 1992

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORNYWERHEID: WYSIGING VAN MEDIESE HULPFONDSOOREENKOMS VIR DIE MOTORNYWERHEID

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigings-ooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 30 November 1992 en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

SCHEDULE**THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY****MOTOR INDUSTRY MEDICAL AID FUND AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

South African Motor Industry Employers' Association

and the

South African Vehicle Builders' and Repairers' Association

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

Motor Industry Employees' Union of South Africa,

the

Motor Industry Staff Association

and the

National Union of Metalworkers of South Africa

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the National Industrial Council for the Motor Industry,

to amend the Motor Industry Medical Aid Fund Agreement, published under Government Notice No. R. 1598 of 30 July 1982 as amended and extended by Government Notices Nos. R. 2300 of 21 October 1983, R. 772 of 19 April 1984, R. 1319 of 21 June 1985, R. 2843 of 27 December 1985, R. 1330 of 27 June 1986, R. 362 of 20 February 1987, R. 972 of 30 April 1987, R. 1108 of 22 May 1987, R. 1804 of 21 August 1987, R. 747 of 22 April 1988, R. 1490 of 29 June 1990, R. 3137 of 20 December 1991 and R. 1667 of 19 June 1992.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Regions defined in the Agreement published under Government Notice No. R. 1598 of 30 July 1982 by all employers in the Motor Industry who are members of the employers' organisations and by all employees in the said Industry who are members of the Motor Industry Employees' Union of South Africa and the Motor Industry Staff Association and apprentice members of the Motor Industry Combined Workers' Union.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply in respect of apprentices and their employers but only in so far as such application is not inconsistent with the provisions of the Manpower Training Act, 1981, or any regulation made thereunder or any contract entered into in terms thereof.

2. CLAUSE 8: CONTRIBUTIONS

(1) In subclause (1) (a) (i), substitute the expression "R42,10" for the expression "R34,60".

(2) In subclause (1) (a) (ii), substitute the expression "R43,10" for the expression "R35,60".

(3) In subclause (1) (a) (iii), substitute the expression "R44,10" for the expression "R36,60".

(4) In subclause (1) (a) (iv), substitute the expression "R45,10" for the expression "R37,60".

(5) In subclause (1) (b), substitute the expression "R37,60" for the expression "R30,10".

BYLAE**DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTOR-NYWERHEID****MEDIESE HULPFONDS VIR DIE MOTORNWYWERHEID OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

South African Motor Industry Employers' Association

en die

South African Vehicle Builders' and Repairers' Association

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

Motor Industry Employee's Union of South Africa,

die

Motor Industry Staff Association

en die

National Union of Metalworkers of South Africa

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Motornywerheid,

tot wysiging van die Ooreenkoms vir die Mediese Hulpfonds vir die Motornywerheid, gepubliseer by Goewermentskennisgewing No. R. 1598 van 30 Julie 1982, soos gewysig en verleng by Goewermentskennisgewings Nos. R. 2300 van 21 Oktober 1983, R. 772 van 19 April 1984, R. 1319 van 21 Junie 1985, R. 2843 van 27 Desember 1985, R. 1330 van 27 Junie 1986, R. 362 van 20 Februarie 1987, R. 972 van 30 April 1987, R. 1108 van 22 Mei 1987, R. 1804 van 21 Augustus 1987, R. 747 van 22 April 1988, R. 1490 van 29 Junie 1990, R. 3137 van 20 Desember 1991 en R. 1667 van 19 Junie 1992.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Streke omskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1598 van 30 Julie 1982, nagekom word deur alle werkgewers in die Motornywerheid wat lede is van die werkgewersorganisasies en deur alle werknemers in genoemde Nywerheid wat lede is van die Motor Industry Employees' Union of South Africa en die Motor Industry Staff Association en vakleerlinge van die Motor Industry Combined Workers' Union.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms op vakleerlinge en op hul werkgewers van toepassing maar slegs vir sover sodanige toepassing nie onbestaanbaar is nie met die Wet op Mannekragsopleiding, 1981, of 'n regulasie wat daarkragtens uitgevaardig is of 'n kontrak wat daarkragtens aangegaan is.

2. KLOUSULE 8: BYDRAES

(1) In subklousule (1) (a) (i), vervang die uitdrukking "R34,60" deur die uitdrukking "R42,10".

(2) In subklousule (1) (a) (ii), vervang die uitdrukking "R35,60" deur die uitdrukking "R43,10".

(3) In subklousule (1) (a) (iii), vervang die uitdrukking "R36,60" deur die uitdrukking "R44,10".

(4) In subklousule (1) (a) (iv), vervang die uitdrukking "R37,60" deur die uitdrukking "R45,10".

(5) In subklousule (1) (b), vervang die uitdrukking "R30,10" deur die uitdrukking "R37,60".

Signed at Johannesburg, on behalf of the parties, this 14th day of October 1992.

T. NIEUWOUDT,
President of the Council.

C. S. ROBERTS,
Vice-president of the Council.

B. C. DU PREEZ,
General Secretary of the Council.

Namens die partye op hede die 14de dag van Oktober 1992 te Johannesburg onderteken.

T. NIEUWOUDT,
President van die Raad.

C. S. ROBERTS,
Visepresident van die Raad.

G. B. DU PREEZ,
Hoofsekretaris van die Raad.

No. R. 3222

27 November 1992

LABOUR RELATIONS ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA: RENEWAL OF AGREEMENT FOR THE FOOTWEAR SECTION

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. 1798 of 3 September 1982, R. 2473 of 11 November 1983, R. 1143 of 8 June 1984, R. 2312 of 26 October 1984, R. 942 of 26 April 1985, R. 2584 of 15 November 1985, R. 2057 of 26 September 1986, R. 2611 of 20 November 1987, R. 148 of 3 February 1989, R. 889 of 27 April 1990 and R. 3050 of 4 January 1991, to be effective from the date of publication of this notice and for the period ending 30 June 1993.

D. VAN DER WALT,
Director: Labour Relations.

No. R. 3227

27 November 1992

LABOUR RELATIONS ACT, 1956

NON-EUROPEAN PASSENGER TRANSPORTATION TRADE, DURBAN: RENEWAL OF AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices Nos. R. 1672 of 17 September 1976, R. 809 of 13 May 1977, R. 511 of 14 March 1980 and R. 1743 of 11 August 1989, to be effective from the date of publication of this notice and for the period ending 31 October 1993.

D. VAN DER WALT,
Director: Labour Relations.

No. R. 3228

27 November 1992

LABOUR RELATIONS ACT, 1956

TRANSNET INDUSTRIAL COUNCIL: EXTENSION OF MAIN AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the period fixed in Government Notice No. R. 2411 of 28 August 1992, by a further period ending 31 December 1993.

D. VAN DER WALT,
Director: Labour Relations.

No. R. 3222

27 November 1992

WET OP ARBEIDSVERHOUDINGE, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA: HERNUWING VAN OOREENKOMS VIR DIE SKOEISELSEKSIE

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. 1798 van 3 September 1982, R. 2473 van 11 November 1983, R. 1143 van 8 Junie 1984, R. 2312 van 26 Oktober 1984, R. 942 van 26 April 1985, R. 2584 van 15 November 1985, R. 2057 van 26 September 1986, R. 2611 van 20 November 1987, R. 148 van 3 Februarie 1989, R. 889 van 27 April 1990 en R. 3050 van 4 Januarie 1991, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig.

D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 3227

27 November 1992

WET OP ARBEIDSVERHOUDINGE, 1956

VERVOERBEDRYF—NIE-BLANKE PASSASIERE, DURBAN: 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. 1672 van 17 September 1976, R. 809 van 13 Mei 1977, R. 511 van 14 Maart 1980 en R. 1743 van 11 Augustus 1989, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1993 eindig.

D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 3228

27 November 1992

WET OP ARBEIDSVERHOUDINGE, 1956

TRANSNET NYWERHEIDSRAAD: VERLENGING VAN HOOFOOREENKOMS

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 tydperk vasgestel in Goewermentskennisgewing No. R. 2411 van 28 Augustus 1992, met 'n verdere tydperk wat op 31 Desember 1993 eindig.

D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

AECI demos hand in list of demands

By Abel Mabelane

More than 1 000 employees of the African Explosives and Chemical Industries (AECI) at Modderfontein, near Edenvale, held a demonstration yesterday to demand better working conditions.

The employees, all members of the SA Chemical Workers Union (Sacwu), later handed a memorandum containing a list of demands to AECI production director Boet Coetzee.

The workers demanded a R250 across-the-board salary increase and called on management to stop forced retrenchments.

They also demanded that the working hours be reduced from 45 to 40 a week without a salary cut, payment for all public holidays, including March 21, and the implementation of a provident fund before January next year.

Workers' representative Sipho Ngozi said management had been informed that the demands must be met before Friday.

AECI confirmed the protest action.

They declined to comment on the wage demands which they said were under negotiation in the National Bargaining Forum.

News

Sowetan
1/12/92

in brief

Apla behind club killings

A MAN claiming to be an Azanian People's Liberation Army cadre telephoned the SAP radio control room in East London yesterday to claim responsibility for the machinegun and handgrenade attack on a Border golf club at the weekend.

Police spokesman Colonel Christo Louw said the man phoned at 8.21am to say Apla, the armed wing of the Pan Africanist Congress, had launched the attack in which four people died and 17 were wounded.

Workers picket AECI

Sowetan 1/12/92
MEMBERS of the SA Chemical Workers Union employed by AECI held a lunch hour picket at the company's premises in Modderfontein yesterday to press for demands in wage negotiations.

The union is demanding a R250 - or 14 percent, whichever is the greater - across-the-board increase. Workers are also seeking assurances on job security as well as a reduction in working hours from 45 hours a week to 40 without loss of pay.

DP presses for elections

A CONSTITUTION making body should be elected as soon as possible and the present Parliament be allowed temporarily to discharge the legislative function, the leader of the Democratic Party, Dr Zach de Beer, said yesterday.

Sowetan 1/12/92
He said the DP further strongly supported the idea, recently revived, of a multiparty government of national unity to run South Africa for some years.

Tobacco workers end their strike

Sowetan 2/12/92
By Ike Motsapi

■ R and R manufacturers to tide workers over until they start earning:

THE four-month-old strike at R and R Tobacco Manufacturers by 860 members of the Food and Allied Workers Union is over.

Management and union officials reached agreement on Monday night to settle the dispute over wages since the strike started at the company premises in Heidelberg on July 22.

According to the settlement agreement the company undertook to re-employ all the dismissed workers subject to the completion of administration procedures.

All 860 workers, who were allegedly dismissed on August 31 when they began their legal strike, were expected to reapply for their jobs by yesterday.

Registration for this purpose closes on Friday.

Agreement was also reached that an across-the-board increase of R1,20 an hour be given to members of the union effective from the date of resumption of work.

The parties agreed that all allegations

of misconduct by the employees since the lockout on July 22 this year will be investigated against them in terms of the disciplinary code of procedure.

Each employee will be entitled to the following funds to tide them over until they receive a normal income:

Accumulated leave pay and;

The balance of accrued pension up to a maximum amount of R1 800 - tax free - being the amount available should the employee elect to make use of the tax free payment upon the transfer of his actuarial reserve from the Pension Fund to the newly established Rembrandt Group Provident Group and;

That a joint committee be appointed to investigate an acceptable bursary scheme for the children of employees.

Mr Ernest Buthelezi, Transvaal regional secretary of Fawu, said the union believed that the agreement was "a victory for the workers who have been out of their jobs for such a long time".

LABOUR

By Ferial Haffajee
COMMERCIAL sector workers from Lichtenburg to Lusaka are planning a joint set of non-wage demands to standardise working conditions at multinationals in the region.

Trade unions from Botswana, Lesotho, Mozambique, Namibia, South Africa, Swaziland, Zambia and Zimbabwe recently met in Johannesburg to map out a programme.

They plan to target companies like Edgars, Clicks and Wooltru which have interests throughout the region. Negotiators from the same companies will meet regularly to draw up the joint demands.

A resource centre will be set up where company reports and the vari-

ous recognition agreements will be kept to "build up an understanding of pay and conditions in the sector and to develop a collective bargaining strategy".

Unions will also develop a separate political strategy for multinationals and will train members on trade rela-

tions in the region.

The unions also resolved to establish greater links with the Southern African Development Community's Labour Commission.

If the Commission ratifies a union campaign, all SADC countries have to legislate its provisions into law.

Although South Africa is not a member of the SADC, it is represented by the Congress of South African Trade Unions.

The conference was arranged by Afro-FIET, a regional branch of the International Federation of Commercial, Clerical, Professional and Financial employees representing 11-million workers in 375 unions in 107 countries.

Southern African unions come together

Wed 4/12 - 10/12/92

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LABOUR BRIEFS

Strike still brewing

WORKERS at National Sorghum Breweries embarked on the fifth week of a legal wage strike at the company's Kimberley branch. w/m 4/12-10/12/92

The Food and Allied Workers' Union alleges that NSB reneged on an agreement for a split increase of R155 a month. Workers were to receive a R130 increase from April 1992, with an additional R25 payable in August.

A long and winding road for pay talks

DIRK HARTFORD 355

A FIVE-month dispute in the motor industry on wage increases for about 150 000 workers at garages, petrol stations and panel beating establishments has not yet been resolved. BIDA-1

Numsa spokesman Les Kettledas said wage increases offered by the SA Motor Industry Employers' Association (Samiea) — on minimum rates and not actual earnings — ranged from 5,1% for petrol pump attendants to 9,4% for artisans.

He said this was unacceptable given labour rates charged by franchise retailers to customers, the 144% profit margin of oil companies on petrol sales and a 31% increase in the margins of the retailers. 11/12/92

Samiea had also rejected Numsa's demand that measures be taken to avoid or limit retrenchments and that the long-term growth and viability of the industry be discussed, Kettledas said.

Samiea also wanted to increase working hours to 12 hours a day, with overtime paid after a 45-hour working week. Negotiations on this issue were also stalled, he said.

The fact that the parties could not reach agreement would lead to a deterioration in relationships in the industry when the parties should be addressing jointly the future of the motor sector, Kettledas said.

	28 February 1994
Counter assistant.....	9,00
Driver	11,00
General assistant.....	9,00
Cook, head.....	13,00
Staff supervisor	14,00
Waiter/wine steward.....	9,00".

4. CLAUSE 19: EXPENSES OF THE COUNCIL

In subclause (1) delete the following:

"25 cents per week in the case of all employees who have worked in that week or R1,08", and insert "R1,50" before "per month".

Signed at Johannesburg this 28th day of July 1992.

C. PAIZES,
Chairman.

E. SIEW,
Vice-chairman.

S. B. VAN DYK,
Secretary.

	28 Februarie 1994
Toonbankassistent.....	9,00
Drywer	11,00
Algemene assistent.....	9,00
Kok, hoof.....	13,00
Personeeltoesighouer.....	14,00
Kelner/wynkelner	9,00".

4. KLOUSULE 19: UITGAWES VAN DIE RAAD

In subklousule (1), skrap die volgende:

"25 sent per week in die geval van alle werknemers wat in daardie week gewerk het of R1,08", en voeg "R1,50" in voor "per maand".

Onderteken te Johannesburg op hede die 28ste dag van Julie 1992.

C. PAIZES,
Voorsitter.

E. SIEW,
Ondervoorsitter.

S. B. VAN DYK,
Sekretaris.

No. R. 3313

11 December 1992

LABOUR RELATIONS ACT, 1956

OPTICAL INDUSTRY: RENEWAL OF AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notice No. R. 746 of 22 April 1988, to be effective from 1 January 1993 and for the period ending 31 December 1995.

D. VAN DER WALT,
Director: Labour Relations.

No. R. 3313

11 Desember 1992

WET OP ARBEIDSVERHOUDINGE, 1956

OPTIESE NYWERHEID: 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 Goewermmentskennisgewing No. R. 746 van 22 April 1988 van krag is vanaf 1 Januarie 1993 en vir die tydperk wat op 31 Desember 1995 eindig.

D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 3315

11 December 1992

LABOUR RELATIONS ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA: AMENDMENT OF PROVIDENT FUND AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 1 November 1996, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

No. R. 3315

11 Desember 1992

WET OP ARBEIDSVERHOUDINGE, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA: WYSIGING VAN VOORSORGFONDSOOREENKOMS

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 1 November 1996 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 1 November 1996, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL FOR THE LEATHER INDUSTRY OF SOUTH AFRICA

PROVIDENT FUND AGREEMENT

in accordance with the Labour Relations Act, 1956, made and entered into by and between—

- (a) The Midland and Border Leather Industry Manufacturers' Association;
- (b) Western Cape Leather Industries Association;
- (c) The Transvaal Footwear, Tanning and Leather Trades Association;
- (d) The South African Tanning Employers' Organisation;
- (e) Footwear Manufacturers' Federation of South Africa;

and

- (f) Association of South African Manufacturers of Luggage, Handbags and General Goods

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and

- (g) The National Union of Leather Workers;

and

- (h) The Transvaal Leather and Allied Trades Industrial Union

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the National Industrial Council of the Leather Industry of South Africa

to amend the Agreement published under Government Notices Nos. R. 1303 of 1 July 1988, R. 307 of 16 February 1990 and R. 2790 of 30 November 1990.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Leather Industry—

- (a) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions, and who are engaged and employed therein respectively (other than persons engaged exclusively on repair work);

- (b) in the Republic of South Africa, excluding the port and settlement of Walvis Bay: Provided that, on the operations set forth in paragraph (6) of the definition of "Industry" or "Leather Industry" in clause 3 of the Agreement published under Government Notice No. R. 640 of 2 April 1982, it shall be observed only in the Magisterial

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die 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 1 November 1996 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

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

VOORSORGFONDSOOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen—

- (a) The Midland and Border Leather Industry Manufacturers' Association;
- (b) Western Cape Leather Industries Association;
- (c) The Transvaal Footwear, Tanning and Leather Trades Association;
- (d) The South African Tanning Employers' Organisation;
- (e) Footwear Manufacturers' Federation of South Africa;

en

- (f) Association of South African Manufacturers of Luggage, Handbags and General Goods

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en

- (g) The National Union of Leather Workers;

en

- (h) The Transvaal Leather and Allied Trades Industrial Union

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad van die Leernywerheid van Suid Afrika

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewings Nos. R. 1303 van 1 Julie 1988, R. 307 van 16 Februarie 1990 en R. 2790 van 30 November 1990.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Leernywerheid nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakverenigings is, en wat onderskeidelik by die Nywerheid betrokke en daarin werksaam is (uitgesonderd persone wat uitsluitlik herstelwerk doen);

- (b) in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai: Met dien verstande dat, in verband met die werksaamhede uiteengesit in paragraaf (6) van die omskrywing van "Nywerheid" of "Leernywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 640

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Districts of Bellville, including that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville, The Cape, Goodwood and Durban, including that portion of the Magisterial District of Chatsworth which, prior to the publication of Government Notice No. 501 of 8 March 1985, fell within the Magisterial District of Durban, but excluding that portion of the Magisterial District of Durban which, prior to the publication of Government Notices Nos. 1939 and 2067 of 10 September 1982 and 1 October 1982 respectively, fell within the Magisterial District of Inanda, and Johannesburg: Provided further that, on the operations set forth in paragraph (7) (a) of the definition of "Industry" or "Leather Industry" as contained in the said Agreement, it shall be observed only in the Magisterial Districts of Bellville, including that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville, Goodwood and Durban, including that portion of the Magisterial District of Chatsworth which, prior to the publication of Government Notice No. 501 of 8 March 1985, fell within the Magisterial District of Durban, but excluding that portion of the Magisterial District of Durban which, prior to the publication of Government Notices Nos. 1939 and 2067 of 10 September 1982 and 1 October 1982 respectively, fell within the Magisterial District of Inanda, and on the operations set forth in paragraph (7) (b) of the said definition, it shall be observed only in the Magisterial District of Wynberg. Provided further that, on the operations set forth in paragraph (8) of the definition of "Industry" or "Leather Industry", it shall be observed in the Magisterial Districts of Bellville, Germiston, Goodwood, Johannesburg, Middelburg (Transvaal), Pretoria, Roodepoort and The Cape: Provided further that, on the operations set forth in paragraph (9) of the definition of "Industry" or "Leather Industry", it shall be observed in the Magisterial Districts of Bellville, Paarl, Oudtshoorn, Wellington, George, Uitenhage, Port Elizabeth, King William's Town and Pietermaritzburg.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall, however, only apply to those employees for whom wages are prescribed in any agreement of the Council.

2. CLAUSE 4: PROVIDENT FUND

Insert the following after paragraph (a) *bis* of subclause (7):

"(a) *ter*. If a member leaves the Industry as a result of retrenchment, and his employer submits proof to this effect acceptable to the Management Committee, the provisions of subclauses (7) (a) and (9) (a) shall not apply, and he shall be entitled to the following retrenchment benefit:

(i) The total amount contributed by the member in terms of subclause (6) (b) (i), (b) (iii) and (if applicable) (1) up to the date of his leaving service; plus

(ii) the total amount contributed towards the member's retirement benefit by the employer in terms of subclause 6 (b) (i), (b) (iii) and (if applicable) (1) up to the date of the member's leaving service; plus

(iii) interest on the amounts referred to in subparagraphs (i) and (ii) hereof at a rate determined by the Management Committee and based on the report of the Actuary on the financial condition of the Fund as at the 31st of December prior to the member's leaving service."

van 2 April 1982, dit nagekom moet word slegs in die landdrosdistrikte Bellville, met inbegrip van gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermentskennisgewing No. 1683 van 7 Augustus 1987 binne die landdrosdistrik Bellville geval het, Die Kaap, Goodwood en Durban, met inbegrip van gedeelte van die landdrosdistrik Chatsworth wat voor die publikasie van Goewermentskennisgewing No. 501 van 8 Maart 1985 binne die landdrosdistrik Durban geval het, maar uitgesonderd die gedeelte van die landdrosdistrik Durban wat voor die publikasie van Goewermentskennisgewings Nos. 1939 en 2067 van onderskeidelik 10 September 1982 en 1 Oktober 1982 binne die landdrosdistrik Inanda geval het, en Johannesburg: voorts met dien verstande dat, in verband met die werksaamhede uiteengesit in paragraaf (7) (a) van die omskrywing van "Nywerheid" of "Leernywerheid", soos vervat in genoemde Ooreenkoms, dit nagekom moet word slegs in die landdrosdistrikte Bellville, met inbegrip van die gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermentskennisgewing No. 1683 van 7 Augustus 1987 binne die landdrosdistrik Bellville geval het, Goodwood en Durban, met inbegrip van gedeelte van die landdrosdistrik Chatsworth wat voor die publikasie van Goewermentskennisgewing No. 501 van 8 Maart 1985 binne die landdrosdistrik Durban geval het, maar uitgesonderd die gedeelte van die landdrosdistrik Durban wat voor die publikasie van Goewermentskennisgewings Nos. 1939 en 2067 van onderskeidelik 10 September 1982 en 1 Oktober 1982 binne die landdrosdistrik Inanda geval het, en in verband met die werksaamhede uiteengesit in paragraaf (7)(b) van genoemde omskrywing, dit nagekom moet word slegs in die landdrosdistrik Wynberg: Voorts met dien verstande dat, in verband met die werksaamhede uiteengesit in paragraaf (8) van die omskrywing van "Nywerheid" of "Leernywerheid", dit nagekom moet word in die landdrosdistrikte Bellville, die Kaap, Germiston, Goodwood, Johannesburg, Middelburg (Transvaal), Pretoria en Roodepoort: Voorts met dien verstande dat, in verband met die werksaamhede uiteengesit in paragraaf (9) van die omskrywing van "Nywerheid" of "Leernywerheid", dit nagekom moet word in die landdrosdistrikte Bellville, Paarl, Oudtshoorn, Wellington, George, Uitenhage, Port Elizabeth, King William's Town en Pietermaritzburg.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms egter van toepassing slegs op dié werknemers vir wie lone in enige ooreenkoms van die Raad voorgeskryf word.

2. KLOUSULE 4: VOORSORGFONDS

Voeg na paragraaf (a) *bis* van subklousule (7) die volgende in:

"(a) *ter*. Indien 'n lid die Nywerheid as gevolg van personeelbesnoeiing verlaat en sy werkgewer bewys te dien effekte voorlê wat vir die Bestuurskomitee aanvaarbaar is, geld die bepalinge van subklousules (7) (a) en (9) (a) nie, en is hy geregtig op die volgende personeelbesnoeiingsvoordele:

(i) Die totale bedrag wat ingevolge subklousule (6) (b) (i), (b) (iii) en (indien van toepassing) (1) deur die lid bygedra is tot die datum waarop hy diens verlaat het; plus

(ii) die totale bedrag wat ingevolge subklousule (6) (b) (i), (b) (iii) en (indien van toepassing) (1) deur die werkgewer tot die lid se aftreevoordeel bygedra is tot die datum waarop die lid diens verlaat het; plus

(iii) rente op die bedrae bedoel in subparagraawe (i) en (ii) hiervan teen 'n koers wat deur die Bestuurskomitee bepaal is en gebaseer is op die verslag van die Aktuaris oor die finansiële stand van die Fonds soos op die 31ste Desember voor die lid diens verlaat het."

Signed at Port Elizabeth, on behalf of the parties, this 17th day of July 1992.

D. J. F. LINDE,
Member of the Council.

K. N. MOODLEY,
Member of the Council.

L. M. VAN LOGGERENBERG,
General Secretary of the Council.

Namens die partye op hede die 17de dag van Julie 1992 te Port Elizabeth onderteken.

D. J. F. LINDE,
Lid van die Raad.

K. N. MOODLEY,
Lid van die Raad.

L. M. VAN LOGGERENBERG,
Hoofsekretaris van die Raad.

No. R. 3316

11 December 1992

LABOUR RELATIONS ACT, 1956

SWEETMAKING INDUSTRY, JOHANNESBURG:
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. 1117 of 27 May 1983, R. 2303 of 26 October 1984, R. 2720 of 24 December 1986, R. 1562 of 17 July 1987 and R. 1638 of 12 August 1988 to be effective from the date of publication of this notice and for the period ending 31 May 1994.

D. VAN DER WALT,
Director: Labour Relations.

DEPARTMENT OF TRADE AND
INDUSTRY

No. R. 3306

11 December 1992

AMENDMENT OF THE SUGAR INDUSTRY
AGREEMENT, 1979

I, David de Villiers Graaff, Deputy Minister of Trade and Industry, acting on behalf and by direction of the Minister of Trade and Industry, hereby, in terms of section 4 (1) (c) of the Sugar Act, 1978 (Act No. 9 of 1978), publish the amendments set out in the Schedule, which have, under and in accordance with the provisions of section 4 (1) (b) of the said Act, been made by me to the Sugar Industry Agreement, 1979.

D. DE V. GRAAFF,
Deputy Minister of Trade and Industry.

SCHEDULE

Definition

1. In this Schedule "the Agreement" means the Sugar Industry Agreement, 1979, published by Government Notice No. R. 858 of 27 April 1979, as amended by Government Notices Nos. R. 1941 of 31 August 1979, R. 2435 of 2 November 1979, R. 310 of 22 February 1980, R. 864 of 25 April 1980, R. 905 of 2 May 1980, R. 1623 of 8 August 1980, R. 1933 of 19 September 1980, R. 2041 of 3 October 1980, R. 2514 of 5 December 1980, R. 255 of 13 February 1981, R. 1185 of 5 June 1981, R. 2277 of 23 October 1981, R. 2468 of 13 November 1981, R. 252 of 12 February 1982, R. 1906 of 3 September 1982, R. 9 of 7 January

No. R. 3316

11 Desember 1992

WET OP ARBEIDSVERHOUDINGE, 1956

LEKKERGOEDNYWERHEID, JOHANNESBURG:
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. 1117 van 27 Mei 1983, R. 2303 van 26 Oktober 1984, R. 2720 van 24 Desember 1986, R. 1562 van 17 Julie 1987 en R. 1638 van 12 Augustus 1988, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1994 eindig.

D. VAN DER WALT,
Direkteur: Arbeidsverhoudinge.

DEPARTEMENT VAN HANDEL EN
NYWERHEID

No. R. 3306

11 Desember 1992

WYSIGING VAN DIE SUIKERNYWERHEID-
OOREENKOMS, 1979

Ek, David de Villiers Graaff, Adjunkminister van Handel en Nywerheid, handelende namens en in opdrag van die Minister van Handel en Nywerheid, publiseer hierby ingevolge artikel 4 (1) (c) van die Suikervet, 1978 (Wet No. 9 van 1978), die wysigings in die Bylae hiervan uiteengesit wat kragtens en ooreenkomstig die bepalings van artikel 4 (1) (b) van genoemde Wet deur my aan die bepalings van die Suikernywerheid-ooreenkoms, 1979, aangebring is.

D. DE V. GRAAFF,
Adjunkminister van Handel en Nywerheid.

BYLAE

Definisies

1. In hierdie Bylae beteken "die Ooreenkoms" die Suikernywerheid-ooreenkoms, 1979, gepubliseer by Goewermentskennisgewing No. R. 858 van 27 April 1979, soos gewysig by Goewermentskennisgewings Nos. R. 1941 van 31 Augustus 1979, R. 2435 van 2 November 1979, R. 310 van 22 Februarie 1980, R. 864 van 25 April 1980, R. 905 van 2 Mei 1980, R. 1623 van 8 Augustus 1980, R. 1933 van 19 September 1980, R. 2041 van 3 Oktober 1980, R. 2514 van 5 Desember 1980, R. 255 van 13 Februarie 1981, R. 1185 van 5 Junie 1981, R. 2277 van 23 Oktober 1981, R. 2468 van

"Category of employee"	Wage per hour	Wage per hour	"Kategorie van werknemer"	Loon per uur	Loon per uur
	w.e.f. 93-01-11	w.e.f. 93-07-05		m.i.v. 93-01-11	m.i.v. 93-07-05
	R	R		R	R
(d) Trainee joiners serving under contracts of traineeship registered in terms of clause 53 (2) and who have passed the following modules in a recognised competence based modular training scheme:			(d) Kwekeling-skrynwerkers wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 53 (2) geregistreer is en wat geslaag het in die volgende modules van 'n erkende modulêre opleidingskema wat op vaardigheid gebaseer is:		
(i) Less than 33 per cent	4,10	4,31	(i) Minder as 33 persent	4,10	4,31
(ii) 33 per cent or more but less than 66 per cent	5,85	6,15	(ii) 33 persent of meer maar minder as 66 persent	5,85	6,15
(iii) 66 per cent or more	7,61	8,00	(iii) 66 persent of meer	7,61	8,00
(e) Tradesman, Class 1 (joiners and wood machinists)	9,24	9,72	(e) Ambagsgesel-skrynwerker en -houtmasjienwerkers klas I	9,24	9,72
(f) Craftsmen joiners and wood machinists and employees in all other trades and occupations not elsewhere herein specified, excluding trainees	11,70	12,30	(f) Vakman-skrynwerkers en -houtmasjienwerkers en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd kwekelinge	11,70	12,30
(g) Employees employed during the probationary period allowed under the Manpower Training Act, 1981	The rate laid down for first year apprentices	The rate laid down for first year apprentices	(g) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Mannekragopleiding, 1981, toegelaat word	Die loon wat vir vakleerlinge in hul eerste jaar voorgeskrif word	Die loon wat vir vakleerlinge in hul eerste jaar voorgeskrif word
(h) Apprentices whose contracts of apprenticeship were entered into prior to 11 February 1991:			(h) Vakleerlinge ten opsigte van wie kontrakte van vakleerlingskap aangegaan is voor 11 Februarie 1991:		
(i) First year	4,21	4,55	(i) Eerste jaar	4,21	4,55
(ii) Second year	5,04	5,41	(ii) Tweede jaar	5,04	5,41
(iii) Third year	6,68	7,13"	(iii) Derde jaar	6,68	7,13"

Signed at Pietermaritzburg, on behalf of the parties, this 15th day of October 1992.

B. HOFFMANN-JENSEN,
Chairman.

M. L. HOSKINS,
Member.

C. P. DAVIS,
Secretary.

Namens die partye op hede die 15de dag van Oktober 1992 te Pietermaritzburg onderteken.

B. HOFFMANN-JENSEN,
Voorsitter.

M. L. HOSKINS,
Lid.

C. P. DAVIS,
Sekretaris.

No. R. 3376

18 December 1992

LABOUR RELATIONS ACT, 1956

SUGAR MANUFACTURING AND REFINING
INDUSTRY: 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 of Occupation referred to in the heading to this notice, shall be binding, with effect from the date of publication of this notice and for the period ending 31 March 1993, upon the employers'

No. R. 3376

18 Desember 1992

WET OP ARBEIDSVERHOUDINGE, 1956

SUIKERVERVAARDIGINGS- EN RAFFINEER-
NYWERHEID: WYSIGING VAN OOREENKOMS

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) 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 Maart 1993 eindig, bindend is vir die werkgewers-

organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions.

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a) shall be binding, with effect from the date of publication of this notice and for the period ending 31 March 1993 upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the Amending Agreement.

L. WESSELS,
Minister of Manpower.

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SCHEDULE

INDUSTRIAL COUNCIL FOR THE SUGAR MANUFACTURING AND REFINING INDUSTRY

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between

The Sugar Manufacturing and Refining Employers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and

The Amalgamated Engineering Union

The Natal Sugar Industry Employees' Union

The South African Electrical Workers' Association

S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

National Sugar and Refining and Allied Industries Employees' Union

Food and Allied Workers' Union

and

National Industrial and Commercial Workers' Union

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Industrial Council for the Sugar Manufacturing and Refining Industry,

to amend the Agreement published under Government Notice No. R. 2204 of 5 October 1984, as amended and renewed by Government Notice Nos. R. 1821 of 23 August 1985, R. 1808 and R. 1809 of 29 August 1986, R. 2456 and R. 2457 of 30 October 1987, R. 2426 and R. 2427 of 2 December 1988 and R. 161 and R. 162 of 26 January 1990.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Sugar Manufacturing and Refining Industry—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions;

(b) in the Magisterial District of Durban (excluding that portion which, prior to the publication of Government Notice No. 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), and excluding the Lower Illovo Health Committee Area, Hlabisa, Inanda, Lower Tugela, Lower Umfolozi, Mtunzini, Pinetown and Umzinto, in the Magisterial District of Eshowe, as defined, prior to the redefinition of its local limits under Government Notice No. 1356 of 6 September 1963, in the Magisterial District of Piet Retief, and in the Magisterial District of New Hanover (excluding the Health Committee area of Dalton).

organisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is.

(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 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.

L. WESSELS,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE SUIKERVERVAARDIGINGS- EN -RAFFINEERNYWERHEID

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen

The Sugar Manufacturing and Refining Employers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en

The Amalgamated Engineering Union

The Natal Sugar Industry Employees' Union

The South African Electrical Workers' Association

S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

National Sugar and Refining and Allied Industries Employees' Union

Food and Allied Workers' Union

en

National Industries and Commercial Workers' Union

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Suikervervaardigings- en -raffineernywerheid,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2204 van 5 Oktober 1984, soos gewysig en hernieu deur Goewermentskennisgewings Nos. R. 1821 van 23 Augustus 1985, R. 1808 en R. 1809 van 29 Augustus 1986, R. 2456 en R. 2457 van 30 Oktober 1987, R. 2426 en R. 2427 van 2 Desember 1988 en R. 161 en R. 162 van 26 Januarie 1990.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Suikervervaardigings- en -raffineernywerheid 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 Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het en uitgesonderd die Lower Illovo-gesondheidskomiteegebied), Hlabisa, Inanda, Lower Tugela, Lower Umfolozi, Mtunzini, Pinetown, en Umzinto, in die landdrosdistrik Eshowe soos omskryf, voor die heromskrywing van sy plaaslike grense by Goewermentskennisgewing 1356 van 6 September 1963, en in die landdrosdistrik te Piet Retief en New Hanover (uitgesonderd die Gesondheidskomiteegebied van Dalton).

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) only apply in respect of employees for whom wages are prescribed in this Agreement;

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;

(c) not apply to full-time students and scholars who have obtained employment within the Industry during vacation periods.

2. CLAUSE 6: REMUNERATION

In subclause (1) substitute the following groupings for groupings (A) to (D):

“(A) MILL EMPLOYEES—A, B AND C GRADES

(i) At the Glendale Mill:

Grade	Cents/hour
A1	401,34
A2	428,68
A3	463,75
B1	507,36
B2	558,69
B3	623,72
B4	704,96
B5	855,55
C1	954,14
Shift allowance—10%	

All A and B Grade employees covered by clause 6 (A) (i) above, in respect of whom the employer is unable to offer accommodation on the employer's premises, shall be paid a living-out allowance as follows:

Grade	Amount R/month
A1–A3	130,00
B1–B2	142,00
B3–B5	153,00

(ii) At the Amatikulu Mill:

Grade	Live-in employees Cents/hour	Live-out employees Cents/hour
A1	414,19	461,18
A2	442,20	489,18
A3	478,11	525,08
B1	522,75	569,73
B2	575,31	622,30
B3	641,87	688,85
B4	725,06	772,03
B5	879,24	926,22
C1	970,46	1 106,33
Shift allowance—5%		

(iii) At the Darnall, Felixton and Mount Edgecombe Mills:

Grade	Live-in employees Cents/hour	Live-out employees Cents/hour
A1	417,37	475,80
A2	442,45	504,39
A3	475,92	542,55
B1	516,98	589,35
B2	567,98	647,49
B3	632,66	721,24
B4	714,82	814,89
B5	865,48	986,65
C1	970,46	1 106,33
Shift allowance—5%		

(2) Ondanks subklousule (1) is hierdie ooreenkoms—

(a) van toepassing slegs op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;

(b) van toepassing op vakleerlinge vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes daarkragtens voorgeskryf of kennisgewings daarkragtens bestel nie;

(c) nie van toepassing op voltydse studente en skoliere wat gedurende vakansietye binne die Nywerheid werk gekry het nie.

2. KLOUSULE 6: BESOLDIGING

In subklousule (1) vervang die groeperings (A) tot (D) deur die volgende:

“(A) MEULWERKNEMERS—GRADE A, B EN C

(i) By die Glendale-meul:

Graad	Sent/uur
A1	401,34
A2	428,68
A3	463,75
B1	507,36
B2	558,69
B3	623,72
B4	704,96
B5	855,55
C1	954,14
Skoftoelae—10%	

Aan alle werknemers in Grade A en B wat deur klousule 6 (A) (i) hierbo gedek word, ten opsigte van wie die werkgewer nie in staat is om huisvesting op die werkgewer se perseel aan te bied nie, moet 'n uitwoontoelae soos volg betaal word:

Graad	Bedrag: R/maand
A1–A3	130,00
B1–B2	142,00
B3–B5	153,00

(ii) By die Amatikulu-meul:

Graad	Inwonende werknemers Sent/uur	Uitwonende werknemers Sent/uur
A1	414,19	461,18
A2	442,20	489,18
A3	478,11	525,08
B1	522,75	569,73
B2	575,31	622,30
B3	641,87	688,85
B4	725,06	772,03
B5	879,24	926,22
C1	970,46	1 106,33
Skoftoelae—5%		

(iii) By die Darnall-, Felixton- en Mount Edgecombe-meulens:

Graad	Inwonende werknemers Sent/uur	Uitwonende werknemers Sent/uur
A1	417,37	475,80
A2	442,45	504,39
A3	475,92	542,55
B1	516,98	589,35
B2	567,98	647,49
B3	632,66	721,24
B4	714,82	814,89
B5	865,48	986,65
C1	970,46	1 106,33
Skoftoelae—5%		

In addition to the above prescribed wages, employees will be eligible for the following service bonus to be paid in the year in which the employee completes the stated years of unbroken service:

Years of unbroken service	Bonus per cent of annual basic earnings
10	1,5%
15	2,0%
20	2,5%
25	3,0%
30	3,5%
40	4,5%

(iv) At the Maidstone Mill:

Grade	Live-in employees Cents/hour	Live-out employees Cents/hour
A1	412,88	470,82
A2	437,71	498,92
A3	470,82	536,79
B1	511,46	582,95
B2	561,88	640,64
B3	625,84	713,63
B4	707,11	806,19
B5	856,11	976,01
C1	959,95	1 094,40
Shift allowance—10%		

(v) At the Pongola Mill:

Grade	Live-in employees Cents/hour	Live-out employees Cents/hour
A1	404,99	461,68
A2	432,60	493,16
A3	467,98	533,49
B1	511,98	583,66
B2	563,90	642,84
B3	629,39	717,51
B4	711,39	810,98
B5	863,55	984,22
Shift allowance—10%		

(vi) At the Gledhow Mill:

Grade	Live-in employees Cents/hour	Live-out employees Cents/hour
A1	411,01	468,54
A2	435,71	496,70
A3	468,67	534,28
B1	509,09	580,36
B2	559,32	637,62
B3	623,02	710,24
B4	703,92	802,46
B5	852,28	971,60
C1	954,84	1 088,51
Shift allowance—10%		

In addition to the wages in clause 6 (A) (vi), employees will be eligible for the following service bonus to be paid in the year in which the employee completes the stated years of unbroken service:

Years of unbroken service	Bonus per cent of annual basic earnings
10	1,5%
15	2,0%
20	2,5%
25	3,0%
30	3,5%
40	4,5%

Bykomstig tot die bogenoemde lone is werknemers op die volgende diensbonusse geregtig, betaalbaar in die jaar waarin die werknemer die gestipuleerde aantal jare ononderbroke diens gelewer het:

Jare ononderbroke diens	Bonuspersentasie van jaarlikse basiese verdienste
10	1,5%
15	2,0%
20	2,5%
25	3,0%
30	3,5%
40	4,5%

(iv) By die Maidstone-meul:

Graad	Inwondende werknemers Sent/uur	Uitwonende werknemers Sent/uur
A1	412,88	470,82
A2	437,71	498,92
A3	470,82	536,79
B1	511,46	582,95
B2	561,88	640,64
B3	625,84	713,63
B4	707,11	806,19
B5	856,11	976,01
C1	959,95	1 094,40
Skoftoelae—10%		

(v) By die Pongola-meul:

Graad	Inwondende werknemers Sent/uur	Uitwonende werknemers Sent/uur
A1	404,99	461,68
A2	432,60	493,16
A3	467,98	533,49
B1	511,98	583,66
B2	563,90	642,84
B3	629,39	717,51
B4	711,39	810,98
B5	863,55	984,22
Skoftoelae—10%		

(vi) By die Gledhow-meul:

Graad	Inwondende werknemers Sent/uur	Uitwonende werknemers Sent/uur
A1	411,01	468,54
A2	435,71	496,70
A3	468,67	534,28
B1	509,09	580,36
B2	559,32	637,62
B3	623,02	710,24
B4	703,92	802,46
B5	852,28	971,60
C1	954,84	1 088,51
Skoftoelae—10%		

Bykomstig tot die lone in klousule 6 (A) (vi) is werknemers op die volgende diensbonusse geregtig, betaalbaar in die jaar waarin 'n werknemer die gestipuleerde aantal jare ononderbroke diens gelewer het:

Jare ononderbroke diens	Bonuspersentasie van jaarlikse basiese verdienste
10	1,5%
15	2,0%
20	2,5%
25	3,0%
30	3,5%
40	4,5%

(vii) At the Umfolizi Mill:

Grade	Live-in employees Cents/hour	Live-out employees Cents/hour
A1	441,03	459,40
A2	471,65	491,30
A3	504,53	525,55
B1	552,34	575,35
B2	607,62	632,94
B3	674,12	702,20
B4	756,29	787,80
B5	905,72	943,46
Shift allowance—5%		

In addition to the wages in Clause 6 (A) (vii), employees will be eligible for the following service bonus to be paid in the year in which the employee completes the stated years of unbroken service:

Years of unbroken service	Bonus
10	R200
15	R300
20	R400
25	R600
30	R750
40	R1 500

(viii) At Hulett Refineries Limited:

Grade	Cents/hour
A1	527,80
A2	558,37
A3	595,98
B1	636,75
B2	684,43
B3	742,77
B4	802,52
B5	978,74
Shift allowance—8%	

Employees at Hulett Refineries Limited who have completed 5 years of unbroken service on 1 April every year shall be paid a bonus which shall be consolidated into the basic ages as follows:

- 5 to 9 years—R100,00 per annum.
 10 to 14 years—R125,00 per annum.
 15 to 19 years—R150,00 per annum.
 20 years and over—R175,50 per annum.

B. C1 GRADE RATES**(i) At the Noodsberg, Pongola, Sezela and Umfolozi Mills:**

Grade	Cents/hour
C1	959,87
Shift allowance—10%	

(ii) At Hulett Refineries Limited:

Grade	Cents/hour
C1	1 148,96
Shift allowance—10%	

C. C2 AND C3 GRADE RATES**(i) At all centres covered by the Agreement except Glendale and Hulett Refineries Limited:**

Grade	Cents/hour
C2	1 097,05
C3	1 253,77
Shift allowance—10%	

(vii) By die Umfolizi-meul:

Graad	Inwondende werknemers Sent/uur	Uitwonende werknemers Sent/uur
A1	441,03	459,40
A2	471,65	491,30
A3	504,53	525,55
B1	552,34	575,35
B2	607,62	632,94
B3	674,12	702,20
B4	756,29	787,80
B5	905,72	943,46
Skoftoelae—5%		

Bykomstig tot die lone in klousule 6 (A) (vii) is werknemers op die volgende diensbonusse geregtig, betaalbaar in die jaar waarin 'n werknemer die gestipuleerde aantal jare ononderbroke diens gelewer het:

Jare ononderbroke diens	Bonus
10	R200
15	R300
20	R400
25	R600
30	R750
40	R1 500

(vii) By Hulett-raffinadery Beperk:

Graad	Sent/uur
A1	527,80
A2	558,37
A3	595,98
B1	636,75
B2	684,43
B3	742,77
B4	802,52
B5	978,74
Skoftoelae—8%	

Aan werknemers by Hulett-raffinadery Beperk wat 5 jaar ononderbroke diens voltooi het op 1 April elke jaar, moet 'n bonus soos volg betaal word, wat in die basiese lone gekonsolideer moet word:

- 5 tot 9 jaar—R100,00 per jaar.
 10 tot 14 jaar—R125,00 per jaar.
 15 tot 19 jaar—R150,00 per jaar.
 20 jare of meer—R175,50 per jaar.

B. GRAAD C1-LONE**(i) By die Noodsberg-, Pongola-, Sezela- and Umfolozi-meulens:**

Graad	Sent/uur
C1	959,87
Skoftoelae—10%	

(ii) By Hulett-raffinadery Beperk:

Graad	Sent/uur
C1	1 148,96
Skoftoelae—10%	

C. GRAAD C2- EN C3-LONE

(i) By alle sentra waarop hierdie Ooreenkoms van toepassing is, behalwe Glendale en Hulett-raffinadery Beperk:

Graad	Sent/uur
C2	1 097,05
C3	1 253,77
Skoftoelae—10%	

(ii) At the Glendale Mill:

Grade	Cents/hour
C2.....	1 087,59
C3.....	1 242,96
Shift allowance—10%	

(iii) At Hulett Refineries Limited:

Grade	Cents/hour
C2.....	1 308,28
C3.....	1 494,81
Shift allowance—10%	

D. CENTRAL BOARD CANE TESTING EMPLOYEES**(i) At Felixton, Mount Edgecombe and Glendale Mills:**

In accordance with clause 6 (A) (iii).

(ii) At the Amatikulu, Darnall, Entumeni and Umfolozi Mills:

In accordance with clause 6 (A) (ii).

(iii) At the Maidstone Mill:

In accordance with clause 6 (A) (iv).

(iv) At the Gledhow Mill:

In accordance with clause 6 (A) (vi)."

3. CLAUSE 8: SHIFT ALLOWANCE

Substitute the following for the second paragraph:

"The amount of the allowance shall be as shown in Clause 6—Remuneration."

4. CLAUSE 10: CALCULATION OF WAGES

Insert the following after subclause (a): "except in the case of A and B Grade employees at Hulett Refineries Limited—where the hourly rate is multiplied by 45."

5. CLAUSE 16: HOURS OF WORK

Insert the following after subclause (1) (a) (i) and (1) (b) (i): "except in respect of A and B Grade employees at Hulett Refineries Limited—where a 45 hour week operates."

6. CLAUSE 20: STAND-BY ALLOWANCE

Insert the following at the end of the clause:

"Should one or more recognised public holidays fall within a period of standby, the Standby Allowance shall be increased by a half day's pay for each such public holiday."

7. CLAUSE 24: PUBLIC HOLIDAYS

In subclause (1) insert "1 May," after "Ascension Day" and insert "16 June," after "Republic Day".

8. CLAUSE 33: EXEMPTIONS

In subclause (2) substitute the following for the address:

"1204 Sangro House, 417 Smith Street, Durban, 4001."

9. CLAUSE 34: EXPENSES OF THE COUNCIL

Substitute the following for the existing clause 34:

"For the purpose of meeting the expenses of the Council, every employer shall deduct from the earnings of each employee for whom wages are prescribed in this Agreement a weekly levy which shall be calculated at 0,0265% of an employee's monthly basic pay.

(ii) By die Glendale-meul:

Graad	Sent/uur
C2.....	1 087,59
C3.....	1 242,96
Skoftoelae—10%	

(iii) By Hulett-raffinadery Beperk:

Graad	Sent/uur
C2.....	1 308,28
C3.....	1 494,81
Skoftoelae—10%	

D. WERKNEMERS BY SENTRALE RAAD SE SUIKERRIETTOETSING**(i) By die Felixton-, Mount Edgecombe- en Glendale-meulens:**

In ooreenstemming met klousule 6 (A) (iii).

(ii) By die Amatikulu-, Darnall-, Entumeni- en Umfolozi-meulens:

In ooreenstemming met klousule 6 (A) (ii).

(iii) By die Maidstone-meul:

In ooreenstemming met klousule 6 (A) (iv).

(iv) By die Gledhow-meul:

In ooreenstemming met klousule 6 (A) (vi)."

3. KLOUSULE 8: SKOFTOELAE

Vervang die tweede paragraaf deur die volgende:

"Die bedrag van die toelae is soos aangedui in Klousule 6—Besoldiging."

4. KLOUSULE 10: BEREKENING VAN LONE

Voeg die volgende by na subklousule (a): "behalwe ten opsigte van werknemers in Graad A en B by die Hulett-raffinadery Beperk, waar die uurloon met 45 vermenigvuldig word."

5. KLOUSULE 16: WERKSURE

Voeg die volgende by na subklousule (1) (a) (i) en (1) (b) (i): "behalwe ten opsigte van werknemers in Graad A en B by die Hulett-raffinadery Beperk, waar 'n week van 45 uur van toepassing is."

6. KLOUSULE 20: GEREEDHEIDSTOELAE

Voeg die volgende by aan die einde van die klousule:

"Sou een of meer erkende openbare vakansiedae binne 'n tydperk van gereedheid val, moet die gereedheidstoelae met 'n halwe dag se besoldiging vir elke sodanige openbare vakansiedag vermeerder word."

7. KLOUSULE 24: OPENBARE VAKANSIEDAE

In subklousule (1), voeg "1 Mei," by "Hemelvaartsdag," en voeg "16 Junie," by na "Republiekdag."

8. KLOUSULE 33: VRYSTELLINGS

In subklousule (2), vervang die adres deur die volgende:

"Sangro-nuis 1204, Smithstraat 417, Durban, 4001."

9. KLOUSULE 34: UITGAWES VAN DIE RAAD

Vervang die bestaande klousule 34 deur die volgende:

"Ter bestryding van die Raad se uitgawes moet elke werkgewer van die verdienste van elke werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word, 'n weeklikse heffing, bereken teen 0,0265% van sodanige werknemer se basiese maandelikse besoldiging, aftrek.

To such amounts deducted from each employee, the employer shall add a like amount and forward the total amount deducted and the total amount contributed by the employer to the Secretary of the Council not later than the sixth day of each month."

This Agreement signed at Durban on 5 October 1992.

T. G. MANN,
Chairman.

T. EVANS,
Vice-Chairman.

E. M. TOUGH,
Secretary.
(18 December 1992)

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By die bedrae aldus van elke werknemer afgetrek, moet die werkgever 'n gelyke bedrag voeg. Die werkgever moet dan die totale bedrag afgetrek en die totale bedrag deur die werknemer bygedra voor of op die sesde dag van elke maand aan die Sekretaris van die Raad stuur."

Hierdie Ooreenkoms is op 5 Oktober 1992 te Durban geteken.

T. G. MANN,
Voorsitter.

T. EVANS,
Ondervoorsitter.

E. M. TOUGH,
Sekretaris.
(18 Desember 1992)

Save a drop — and save a million

Water conservation is very important to the community and industry to ensure their survival. So save water!



Spaar 'n druppel — en vul die dam

Indien almal van ons besparingsbewus optree, besnoei ons nie slegs uitgawes nie maar wen ook ten opsigte van ons kosbare water- en elektrisiteitsvoorraad

Firm told to pay former employee record R308 000

ST Times 13/12/92

By CHARLENE SMITH

A FORMER warehouse manager who was forced to resign because of union pressure has won a record award of R308 756 for unfair dismissal. (355)

In making the award, the Industrial Court hammered Amalgamated Beverages Industries (ABI) for responding to union pressure without giving 50-year-old Attie Jonker, "an exemplary employee ... who got on well with his superiors and those who he supervised" a chance to defend himself.

It warned that companies often faced requests to dismiss employees — and in future this could "include a fear of working with someone who has AIDS or the HIV-virus". But companies had to "maintain standards of fairness". (44) (13)

Mr Jonker, of Pretoria, will also get a R34 000 debt paid off. Just before he began work at the company he bought a car that was repossessed after he lost his job. (502)

Mr Jonker was employed by the company just

over a year ago.

Two years previously, he worked for a Pretoria bakery that called in police who attacked strikers. There were allegations that Mr Jonker assisted them, but arbitration between the Food and Allied Workers Union and the bakery found this was untrue.

Mr Jonker's Vanderbijlpark lawyer, Mr Riaan du Plessis, said that within three months of his employment at ABI, Fawu members demanded his dismissal.

The court found pressure was put on Mr Jonker to resign by ABI. It found that

Fawu and its members "are the guilty parties" but the company had only itself to blame for carrying the costs of the award.

The court took into account Mr Jonker's age and his ability to obtain a similar post and awarded him an amount calculated at what he could have earned at the R4 200 salary at ABI, minus his present lower income as a storeman, capitalised until retirement.

Mr du Plessis, who is also a university lecturer in labour law, said he believed the case created "a lot more rights for employees" and made it likely that more unfair dismissals would be brought before the court.

New institute for women will work for the rights of blacks

EAST LONDON. — The African National Congress Women's League has established the country's first national women's institute. (11) (355)

The Malibongwe National Development Institute (Mandi), set up in Stutterheim, near East London, early this year, is housed in an old convent. Even though it was set up by the ANCWL, it aims at the "development of all women", said Border ANCWL president Sisisi Dolashe.

"For a long time we have paid lip service to the idea that women must be developed and now it is coming true." ARG 17/12/92

The institute's main concern is the empowerment of rural disadvantaged black women and its siting in a small rural town is in line with this policy.

In April, the ANCWL bought an old convent in Stutterheim and it is converting it into a centre for 80 residents.

This month, a project co-ordinator joined the staff, which includes agricultural and sewing teams.

Courses planned throughout next year will deal with topics such as adult literacy training, financial management and environmental issues affecting women. — Eena.

7. Plumber (2);
 8. Roofer (1);
 9. Shopfitter (9); and

(d) prescribe, with effect from the date of publication of this notice, the Conditions of Apprenticeship as set out in Government Notice No. R. 168 of 1 February 1991, as amended by Government Notice No. R. 2400 of 4 October 1991, as conditions of apprenticeship in respect of the trades "Bricklayer and Plasterer" and "Roofer".

L. WESSELS,
 Minister of Manpower.

No. R. 3388

24 December 1992

MANPOWER TRAINING ACT, 1981

**EXEMPTION IN TERMS OF SECTION 47 (1):
 EXTENSION OF PERIOD**

I, Leon Wessels, Minister of Manpower, hereby, in terms of section 47 (2) of the Manpower Training Act, 1981, extend the period fixed in Government Notice No. R. 9 of 3 January 1992 in respect of the Motor Industry by a further period ending 30 April 1993.

L. WESSELS,
 Minister of Manpower.

No. R. 3389

24 December 1992

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE: AMENDMENT OF PROVIDENT FUND AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

L. WESSELS,
 Minister of Manpower.

7. Skrynwerker en Houtmasjineerder (4);
 8. Timmerman (3);
 9. Winkeluitruister (9); en

(d) skryf hierby, met ingang van die datum van publikasie van hierdie kennisgewing die Leervooraardes soos uiteengesit in Goewermentskennisgewing No. R. 168 van 1 Februarie 1991, soos gewysig deur Goewermentskennisgewing No. R. 2400 van 4 Oktober 1991, voor as leervooraardes ten opsigte van die ambagte "Dakoprigter" en "Messeelaar en Pleisteraar".

L. WESSELS,
 Minister van Mannekrag.

No. R. 3388

24 Desember 1992

WET OP MANNEKRAGOPLEIDING, 1981

**VRYSTELLING INGEVOLGE ARTIKEL 47 (1):
 VERLENGING VAN TYDPERK**

Ek, Leon Wessels, Minister van Mannekrag, verleng hierby, kragtens artikel 47 (2) van die Wet op Mannekragopleiding, 1981, die tydperk soos vasgestel in Goewermentskennisgewing No. R. 9 van 3 Januarie 1992 ten opsigte van die Motornywerheid met 'n verdere tydperk wat op 30 April 1993 eindig.

L. WESSELS,
 Minister van Mannekrag.

No. R. 3389

24 Desember 1992

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, WES-KAAPLAND: WYSIGING VAN VOORSORGFONDSOOREENKOMS

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 30 Junie 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 30 Junie 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.

L. WESSELS,
 Minister van Mannekrag.

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SCHEDULE**INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE PROVIDENT FUND****AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Cape Furniture Manufacturers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

National Union of Furniture and Allied Workers of South Africa

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Western Cape,

to amend the Agreement of the said Council, published under Government Notice No. R. 2013 of 11 July 1969, as amended and renewed by Government Notices Nos. R. 421 of 15 March 1974, R. 74 of 16 January 1976, R. 2042 and R. 2043 of 14 September 1979, R. 187 of 1 February 1980, R. 1726 of 22 August 1980, R. 414 of 27 February 1981, R. 838 of 30 April 1982, R. 587 of 18 March 1983, R. 2597 of 30 November 1984, R. 478 of 1 March 1985, R. 1131 of 24 May 1985, R. 1481 of 5 July 1985, R. 1231 of 20 June 1986, R. 1332 of 27 June 1986, R. 2005 of 19 September 1986, R. 535 of 13 March 1987, R. 202 of 18 September 1987, R. 1432 of 15 July 1988, R. 239 of 17 February 1989, R. 2119 of 29 September 1989, R. 2411 of 4 October 1991 and R. 2661 of 8 November 1991.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the Western Cape—

(a) by all employers who are members of the employers' organisation and all employees who are members of the trade union, who are engaged or employed therein;

(b) in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Frasersburg, Goodwood, Heidelberg (C.P.), Hermanus, Hopetown, Kuils River, Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly West, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley and Kuruman and in that portion of the Magisterial District of Postmasburg which, prior to the publication of Government Notice 1254 of 27 June 1975, fell within the Magisterial District of Kuruman, but excluding that portion of the Magisterial District of Kuruman which, prior to the publication of Government Notice No. 1314 of 28 August 1964, fell within the Magisterial Districts of Postmasburg, Philipstown and Prieska.

(2) Notwithstanding the provisions of subclause (1) (a) of this clause the terms of this Agreement shall—

(a) apply only to employees for whom minimum wages are prescribed in the Main Agreement, and to the employers of such employees;

(b) not apply in respect of office employees (i.e. employees referred to in clause 15 of Part II of the Main Agreement), or learners (i.e. employees referred to in clauses 10 and 12 of Part II of the Main Agreement);

BYLAE**NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN WES-KAAPLAND****VOORSORGFONDSOOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Cape Furniture Manufacturers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

National Union of Furniture and Allied Workers of South Africa

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland,

om die Ooreenkoms van genoemde Raad, gepubliseer by Goewermentskennisgewing No. R. 2013 van 11 Julie 1969, soos gewysig en hernieu by Goewermentskennisgewings Nos. R. 421 van 15 Maart 1974, R. 74 van 16 Januarie 1976, R. 2042 en R. 2043 van 14 September 1979, R. 187 van 1 Februarie 1980, R. 1726 van 22 Augustus 1980, R. 414 van 27 Februarie 1981, R. 838 van 30 April 1982, R. 587 van 18 Maart 1983, R. 2597 van 30 November 1984, R. 478 van 1 Maart 1985, R. 1131 van 24 Mei 1985, R. 1481 van 5 Julie 1985, R. 1231 van 20 Junie 1986, R. 1332 van 27 Junie 1986, R. 2005 van 19 September 1986, R. 535 van 13 Maart 1987, R. 2020 van 18 September 1987, R. 1432 van 15 Julie 1988, R. 239 van 17 Februarie 1989, R. 2119 van 29 September 1989, R. 2411 van 4 Oktober 1991 en R. 2661 van 8 November 1991, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid van Wes-Kaapland nagekom word—

(a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is; en

(b) in die landdrostdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Die Kaap, Fraserburg, Goodwood, Heidelberg (K.P.), Hermanus, Hopetown, Kuilsrivier, Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly-Wes, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley en Kuruman en in daardie gedeelte van die landdrostdistrik Postmasburg wat voor die publikasie van Goewermentskennisgewing 1254 van 27 Junie 1975 in die landdrostdistrik Kuruman geval het, maar uitgesonderd daardie gedeelte van die landdrostdistrik Kuruman wat voor die publikasie van Goewermentskennisgewing 1314 van 28 Augustus 1964 in die landdrostdistrik Postmasburg geval het, Philipstown en Prieska.

(2) Ondanks subklousule (1) (a) van hierdie klousule, is hierdie Ooreenkoms—

(a) van toepassing slegs op dié werknemers vir wie minimum lone in die Hofooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

(b) nie van toepassing nie ten opsigte van kantoorwerknemers (d.w.s. werknemers in klousule 15 van Deel II van die Hofooreenkoms bedoel), of leerlinge (d.w.s. werknemers in klousules 10 en 12 van Deel II van die Hofooreenkoms bedoel);

(c) not apply to any employer who carries on not more than one business within the scope of application of this Agreement who employs fewer than five employees at all times or in connection with such business: Provided that working employers shall be regarded as employees for the purpose of establishing the number of employees in such business: Provided further that an employer who is excluded by virtue of this paragraph and his employees may elect to participate in the Provident Fund on a voluntary basis.

(3) Notwithstanding the provisions of subclause (1) and (2) of this clause, membership of the Fund referred to in clause 4 shall not be compulsory in respect of any employee who at the date of coming into operation of this Agreement is a participant in and a member of any other fund providing pension or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or in respect of the employer of that employee, during such period only as such other fund continues to operate and both employer and employee participate therein, if in the opinion of the Council the benefits of such other fund are on the whole not less favourable than the benefits provided by the Council's Fund.

2. CLAUSE 5: ADMINISTRATION

Substitute the following for subclause (h):

"(h) Moneys not required to meet current payments and expenses shall be invested in—

(a) stock of the Government of the Republic of South Africa or Local Government stock;

(b) National Saving Certificates;

(c) Post Office savings accounts or certificates;

(d) savings accounts, permanent shares or fixed deposits in building societies or banks;

or in any other manner approved by the Registrar."

V. SEBBA,
Chairman.

P. DAMPIES,
Vice-Chairman.

I. KENNEY,
Secretary.

Date: 13 November 1992.

No. R. 3390

24 December 1992

LABOUR RELATIONS ACT, 1956

FURNITUREMANUFACTURINGINDUSTRY, SOUTH-WESTERN DISTRICTS: AMENDMENT OF MAIN AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with

(c) nie van toepassing nie op 'n werkgewer wat hoogstens een besigheid binne die toepassingsbestek van hierdie Ooreenkoms bedryf en wat te alle tye minder as vyf werknemers in of in verband met sodanige besigheid in diens het: Met dien verstande dat werkende werkgewers as werknemers beskou moet word vir die doel om die getal werknemers in sodanige besigheid vas te stel: Voorts met dien verstande dat 'n werkgewer wat uitgesluit is ingevolge hierdie paragraaf en sy werknemers die keuse kan uitoefen om op 'n vrywillige grondslag deelname te hê in die Voorsorgfonds.

(3) Ondanks subklousules (1) en (2) van hierdie klousule, is lidmaatskap van die Fonds soos bedoel in klousule 4 nie verpligtend nie vir 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelnemer in of lid van 'n ander fonds is wat vir pensioen- of voorsorgvoordele voorsiening maak, wat op genoemde datum bestaan en waarin die werkgewer van daardie werknemer op genoemde datum 'n deelnemer is, of vir die werkgewer van daardie werknemer gedurende dié tydperk wat sodanige ander fonds in werking is en beide werkgewer en werknemer daarin deelneem, as die voordele van sodanige ander fonds na die mening van die Raad oor die algemeen nie minder gunstig is nie as die voordele wat deur die Raad se Fonds verskaf word.

2. KLOUSULE 5: ADMINISTRASIE

Vervang subklousule (h) deur die volgende:

"(h) Gelde wat nie vir die bestryding van lopende betalings en uitgawes nodig is nie, moet belê word in—

(a) effekte van die Regering van die Republiek van Suid-Afrika of in effekte van plaaslike besture;

(b) Nasionale Spaarsertifikate;

(c) Posspaarbankrekenings of -sertifikate;

(d) spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke;

of op enige ander manier deur die Registrateur goedgekeur."

V. SEBBA,
Voorsitter.

P. DAMPIES,
Ondervoorsitter.

I. KENNEY,
Sekretaris.

Datum: 13 November 1992.

No. R. 3390

24 Desember 1992

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, SUIDWESTELIKE DISTRIKTE: 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 bepalinge van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die

effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

L. WESSELS,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE SOUTH-WESTERN DISTRICTS

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

South-Western Furniture Manufacturers' Association
(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

National Union of Furniture and Allied Workers of South Africa

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the South-Western Districts,

to amend the Agreement published under Government Notice No. R. 2859 of 28 December 1979, as amended and renewed by Government Notices Nos. R. 188 and R. 190 of 28 January 1983, R. 871 of 4 May 1984, R. 1818 and R. 1819 of 17 August 1984, R. 140 of 24 January 1986, R. 1672 of 8 August 1986, R. 2331 of 7 November 1986, R. 842 of 16 April 1987, R. 2299 of 11 November 1988, R. 573 of 31 March 1989 and R. 406 of 1 March 1991.

PART I

PROVISIONS APPLICABLE TO THE INDUSTRY THROUGHOUT THE AREAS COVERED BY THE AGREEMENT UNLESS THE CONTRARY IS STATED

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the South-Western Districts—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, who are engaged and employed in the Industry, respectively;

(b) in the Magisterial Districts of George, Knysna, Mossel Bay and Oudtshoorn (hereinafter referred to as the South-Western Districts).

datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1993 eindig, bindend is vir die 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 30 April 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.

L. WESSELS,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, SUID-WESTELIKE DISTRIKTE

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

South-Western Furniture Manufacturers' Association
(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

National Union of Furniture and Allied Workers of South Africa

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Suidwestelike Distrikte,

tot wysiging van die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R. 2859 van 28 Desember 1979, soos gewysig en hernieu by Goewermmentskennisgewings Nos. R. 188 en R. 190 van 28 Januarie 1983, R. 871 van 4 Mei 1984, R. 1818 en R. 1819 van 17 Augustus 1984, R. 140 van 24 Januarie 1986, R. 1672 van 8 Augustus 1986, R. 2331 van 7 November 1986, R. 842 van 16 April 1987, R. 2299 van 11 November 1988, R. 573 van 31 Maart 1989 en R. 406 van 1 Maart 1991.

DEEL I

BEPALINGS WAT OOR DIE HELE GEBIED WAT DEUR DIE OOREENKOMS GEDEK WORD, OP DIE NYWERHEID VAN TOEPASSING IS, TENSY DIE TEENOORGESTELDE VERMELD WORD

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid, Suidwestelike Distrikte, nagekom word—

(a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging, en wat onderskeidelik by die Nywerheid betrokke is en daarin werksaam is;

(b) in die landdrostdistrikte George, Knysna, Mosselbaai en Oudtshoorn (hierna die Suidwestelike Distrikte genoem).

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply—

(a) only to employees for whom minimum wages are prescribed in this Agreement and to the employers of such employees;

(b) to apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any condition fixed thereunder.

2. CLAUSE 3: DEFINITIONS

(1) Insert the following new definition after the definition of "ornament and novelty maker":

" 'partner' means a person who is reflected as such in a partnership agreement of a partnership which is registered or is required to be registered as an employer in terms of clause 17 and—

(a) who has powers to operate on the banking account of the employer; and

(b) whose name appears as a partner in a partnership agreement lodged with the Council, which agreement shall conform to the requirements of section 71 (2) of the Labour Relations Act, No. 28 of 1956;"

(2) Substitute for the existing definition of "working proprietor" or "working partner" the following:

" 'working employer' means a person, other than a partner or director in a partnership or company that is a member of the South Western Furniture Manufacturers' Association, who himself performs any of the classes of work referred to in Part II of this Agreement and who—

(a) is registered as an employer in terms of clause 17, or is liable to such registration; or

(b) is a partner in a partnership that is registered as an employer in terms of clause 17, or is liable to such registration; or

(c) is a director of a company that is registered as an employer in terms of clause 17, or is liable to such registration;"

3. CLAUSE 17: REGISTRATION OF EMPLOYERS AND EMPLOYEES

Substitute for the existing subclause (2) the following:

"(2) Where the employer is a partnership, information in accordance with subclause (1) regarding each of the partners, and the title under which the partnership operates, shall be furnished, in addition to a copy of the partnership agreement."

Signed at Port Elizabeth, on behalf of the parties, this 15th day of September 1992.

L. E. FECHTER,
Chairman.

S. LE ROUX,
Vice-Chairman.

M. LOYSON,
Secretary.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing—

(a) slegs op werknemers vir wie minimum lone by hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

(b) op vakleerlinge slegs vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of 'n kontrak wat daarkragtens aangegaan is of 'n voorwaarde wat daarkragtens vasgestel is.

2. KLOUSULE 3: WOORDOMSKRYWING

(1) Voeg die volgende nuwe omskrywing in na die omskrywing van "ornament- en sierwaremaker":

" 'vennoot' 'n persoon wat as sodanig aangedui word in 'n vennootskapsooreenkoms van 'n vennootskap wat ingevolge klousule 17 as 'n werkgewer geregistreer is of geregistreer moet wees en welke persoon—

(a) bevoegdheid het om op die bankrekening van die werkgewer te werk; en

(b) se naam voorkom as vennoot in 'n vennootskapsooreenkoms wat by die Raad ingedien is en wat aan die vereistes van artikel 71 (2) van die Wet op Arbeidsverhoudinge, No. 28 van 1956, voldoen;"

(2) Vervang die bestaande omskrywing van "werkende eienaar" of "werkende vennoot" deur die volgende:

" 'werkende werkgewer' 'n persoon, uitgesonderd 'n vennoot of direkteur in 'n vennootskap of maatskappy wat lid is van die South-Western Furniture Manufacturers' Association, wat self enige van die klasse werk verrig in Deel II van hierdie Ooreenkoms bedoel en wat—

(a) ingevolge klousule 17 as 'n werkgewer geregistreer is of aldus geregistreer moet wees; of

(b) 'n vennoot is in 'n vennootskap wat ingevolge klousule 17 as 'n werkgewer geregistreer is of aldus geregistreer moet wees; of

(c) 'n direkteur van 'n maatskappy is wat ingevolge klousule 17 as 'n werkgewer geregistreer is of aldus geregistreer moet wees;"

3. KLOUSULE 17: REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

Vervang die huidige subklousule 17 (2) met die volgende:

"(2) Waar die werkgewer 'n vennootskap is, moet inligting ooreenkomstig subklousule (1) omtrent elkeen van die vennote, asook die naam waaronder die vennootskap sake doen, verstrek word tesame met 'n afskrif van die vennootskapsooreenkoms."

Namens die partye op hede die 15de dag van September 1992 te Port Elizabeth onderteken.

L. E. FECHTER,
Voorsitter.

S. LE ROUX,
Ondervoorsitter.

M. LOYSON,
Sekretaris.

being the parties to the National Industrial Council for the Motor Industry, (S) (S)

to amend the Motor Industry Sick and Accident Pay Fund Agreement published under Government Notice No. R. 1600 of 30 July 1982, as amended and extended by Government Notices Nos. R. 2797 of 31 December 1982, R. 1727 of 15 August 1986, R. 973 of 30 April 1987, R. 1805 of 21 August 1987, R. 1338 of 30 June 1989, R. 1476 of 5 July 1989 and R. 166 of 26 January 1990.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Regions defined herein by all employers in the Motor Industry who are members of the employers' organisations and by all employees in the said Industry who are members of the trade unions.

2. CLAUSE 6: CONTRIBUTIONS

In subclause (1) (b), substitute the expression "R1,00" for the expression "50 cents".

Signed at Johannesburg, on behalf of the parties, this 27th day of November 1992.

T. NIEUWOUDT,
President of the Council.

C. S. ROBERTS,
Vice-President of the Council.

B. G. DU PREEZ,
General Secretary of the Council.

wat die partye is by die Nasionale Nywerheidsraad vir die Motornywerheid,

om die Siekte- en Ongevallebystandsfondsooreenkoms vir die Motornywerheid, gepubliseer by Goewermmentskennisgewing No. R. 1600 van 30 Julie 1982, soos gewysig en verleng by Goewermmentskennisgewings Nos. R. 2797 van 31 Desember 1982, R. 1727 van 15 Augustus 1986, R. 973 van 30 April 1987, R. 1805 van 21 Augustus 1987, R. 1338 van 30 Junie 1989, R. 1476 van 5 Julie 1989, en R. 166 van 26 Januarie 1990, verder te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Streke wat hierin omskryf word, nagekom word deur alle werkgewers in die motornywerheid wat lede van die werkgewersorganisasies is en deur alle werknemers in genoemde Nywerheid wat lede van die vakvereniging is.

2. KLOUSULE 6: BYDRAES

In subklousule (1) (b), vervang die uitdrukking "50 sent" deur die uitdrukking "R1,00".

Namens die partye op hede die 27ste dag van November 1992 te Johannesburg onderteken.

T. NIEUWOUDT,
President van die Raad.

C. S. ROBERTS,
Visepresident van die Raad.

B. G. DU PREEZ,
Hoofsekretaris van die Raad.

No. R. 3393 **24 December 1992**

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE NON-EUROPEAN PASSENGER TRANSPORT- ATION TRADE, DURBAN

I, Leon Wessels, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice No. R. 3227 of 27 November 1992 with effect from the second Monday after the date of publication of this notice.

L. WESSELS,
Minister of Manpower.

No. R. 3395 **24 December 1992**

LABOUR RELATIONS ACT, 1956

FURNITURE INDUSTRY, NATAL: AMENDMENT OF MAIN AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect

No. R. 3393 **24 Desember 1992**

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMMENTSKENNIS- GEWING

VERVOERBEDRYF: NIE-BLANKE PASSASIERE, DURBAN

Ek, Leon Wessels, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermmentskennisgewing No. R. 3227 van 27 November 1992 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

L. WESSELS,
Minister van Mannekrag.

No. R. 3395 **24 Desember 1992**

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, NATAL: 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

from the second Monday after the date of publication of this notice and for the period ending 31 July 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

L. WESSELS,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, NATAL

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Natal Furniture Manufacturers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

National Union of Furniture and Allied Workers of South Africa

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Furniture Manufacturing Industry, Natal,

to amend the Main Agreement published under Government Notice No. R. 2620 of 30 November 1984, as amended and extended by Government Notices Nos. R. 1444 of 28 June 1985, R. 187 of 31 January 1986, R. 520 of 21 March 1986, R. 742 and R. 743 of 18 April 1986, R. 1523 and R. 1524 of 18 July 1986, R. 1204 of 24 June 1988, R. 2333 and R. 2334 of 18 November 1988, R. 2111 of 29 September 1989, R. 391 of 23 February 1990, R. 137 of 25 January 1991, R. 1080 of 17 May 1991, R. 2855 of 29 November 1991, R. 863 of 20 March 1992, R. 1479 of 29 May 1992, and R. 2776 of 2 October 1992.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, Natal—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, who are engaged or employed therein respectively;

(b) in Area A, which consists of the Magisterial Districts of Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie;

(c) in Area B, which consists of the Magisterial Districts of Greytown, Lions River, Port Shepstone, Richmond, Lower Tugela and Umzinto and the municipal areas of Estcourt, Ladysmith and Newcastle, subject to the provisions contained in Government Notice No. R. 789 of 25 April 1986;

(d) in Area C, which consists of the remainder of the Province of Natal, subject to the provisions contained in Government Notice No. R. 789 of 25 April 1986.

vir die tydperk wat op 31 Julie 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 Julie 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.

L. Wessels,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, NATAL

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Natal Furniture Manufacturers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

National Union of Furniture and Allied Workers of South Africa

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Natal,

tot wysiging van die Hofooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2620 van 30 November 1984, soos gewysig en verleng deur Goewermentskennisgewings Nos. R. 1444 van 28 Junie 1985, R. 187 van 31 Januarie 1986, R. 520 van 21 Maart 1986, R. 742 en R. 743 van 18 April 1986, R. 1523 en R. 1524 van 18 Julie 1986, R. 1294 van 24 Junie 1988, R. 2333 en R. 2334 van 18 November 1988, R. 2111 van 29 September 1989, R. 391 van 23 Februarie 1990, R. 137 van 25 Januarie 1991, R. 1080 van 17 Mei 1991, R. 2855 van 29 November 1991, en R. 863 van 20 Maart 1992, R. 1479 van 29 Mei 1992 en R. 2776 van 2 Oktober 1992.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid, Natal, nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is;

(b) in Gebied A, wat bestaan uit die landdrostdistrikte Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown en Mount Currie;

(c) in Gebied B, wat bestaan uit die landdrostdistrikte Greytown, Lionsrivier, Port Shepstone, Richmond, Lower Tugela en Umzinto, en die munisipale gebiede van Estcourt, Ladysmith en Newcastle, behoudens die bepalings vervat in Goewermentskennisgewing No. R. 789 van 25 April 1986;

(d) in Gebied C, wat bestaan uit die restant van die provinsie Natal, behoudens die bepalings vervat in Goewermentskennisgewing No. R. 789 van 25 April 1986.

2. Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall—

(a) only apply in respect of employees for whom minimum wages are prescribed in this Agreement;

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contracts entered into or any conditions fixed thereunder;

(c) not apply to professional, technical, administrative, sales and office personnel, provided such employees are in receipt of regular remuneration in excess of the sum of the maximum rate prescribed in Schedule A to this Agreement, plus R35,00;

(d) not apply to managers, submanagers, foremen and supervisory personnel if such employees are in receipt of regular remuneration of not less than R12 000 per annum or, where the employer of such personnel does not provide or maintain a registered pension or registered provident fund and a registered medical aid fund, R14 400 per annum. These limits shall be increased from year to year by the same percentage as the increases granted to employees earning the highest rate as set out in Schedule A to this Agreement.

(3) Notwithstanding the provisions of subclauses (1) and (2), the provisions of this Agreement shall not apply to an employer who carries on not more than one business within the scope of application this Agreement and who employs less than five employees at all times in or in connection with such business and who complies with the relative provisions of the Basic Conditions of Employment Act, 1983: Provided that working employers shall be regarded as employees for establishing the number of employees in such business: Provided further that where such an employer elects voluntarily to contribute to any of the funds administered by the Council, he shall be deemed to have five employees in his employ.

“(4) The provisions of subclause (3) shall not apply where an employer has more than 4 employees in his employ at the date of coming into operation of this Agreement, and subsequently reduces his number of employees to less than 5.

(5) Notwithstanding the provisions contained in subclause (3), no employer who has taken advantage of and enjoyed the exclusion contained therein shall continue to do so for a period exceeding 3 years, and upon expiry of the three-year period all the provisions of the Agreement shall apply to such employer and his employees.”

1. CLAUSE 1: SCOPE OF APPLICATION OF AGREEMENT

Insert the expression “Camperdown”, immediately before the word “Chatsworth” in subclause (1) (b).

2. CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT

Amend period of operation to read “period ending 31 July 1993.”

3. CLAUSE 37: DRIVERS OF MOTOR VEHICLES

Substitute the following for clause 37B (1):

“(1) No employer shall pay and no employee shall accept wages lower than those prescribed hereunder:

	Increase per week	New Minimum per week
	R	R
(a) Driver of a motor vehicle, other than steam-propelled, authorised to carry or haul a pay-load of—		
(i) up to and including 4 530 kg	22,51	247,61

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) van toepassing slegs op werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word;

(b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of kontrakte aangegaan of voorwaardes vasgestel ingevolge genoemde Wet nie;

(c) nie van toepassing op professionele, tegniese, administratiewe, verkoops- en kantoorpersoneel nie, mits sodanige werknemers gereeld besoldiging ontvang wat meer is as die som van die maksimum loontarief in Bylae A van hierdie Ooreenkoms voorgeskryf, plus R35,00;

(d) nie van toepassing op bestuurders, onderbestuurders, voormanne en toesighoudende personeel nie, as sodanige werknemers gereeld besoldiging van minstens R12 000 per jaar verdien, of R14 400 per jaar waar die werkgewer van sodanige personeel nie 'n geregistreerde pensioenfonds of 'n geregistreerde voorsorgfonds en 'n geregistreerde mediese hulpfonds voorsien of in stand hou nie. Hierdie perke moet van jaar tot jaar verhoog word met dieselfde persentasie as die verhogings wat toegeken word aan werknemers wat die hoogste loontarief verdien soos in Bylae A van hierdie Ooreenkoms uiteengesit.

(3) Ondanks subklousules (1) en (2) is hierdie Ooreenkoms nie van toepassing nie op 'n werkgewer wat hoogstens een besigheid bedryf binne die toepassingsbestek van hierdie Ooreenkoms en wat minder as vyf werknemers ten alle tye in diens in of in verband met sodanige besigheid en wat die toepaslike voorwaardes van die Wet op Basiese Diensvoorwaardes, 1983, nakom: Met dién verstande dat werkende werkgewers as werknemers geag word vir die doel om die aantal werknemers in sodanige besigheid vas te stel: Voorts met dién verstande dat waar sodanige werkgewer verkies om vrywilliglik by te dra tot enige van die fondse wat deur die Raad geadministreer word, hy geag moet word vyf werknemers in diens te hê.

“(4) Die bepalings van subklousule (3) is nie van toepassing nie waar 'n werkgewer meer as 4 werknemers in sy diens het op die datum van inwerkingtreding van hierdie Ooreenkoms en daarna sy werknemers tot minder as 5 vermindert.

(5) Ondanks die bepalings van subklousule (3) mag geen werkgewer wat die voordeel benut het wat in die uitsluitel daarin vervat is, voortgaan met sodanige voordeel vir 'n tydperk van 3 jaar oorskry nie, en by verstryking van die 3-jaar-tydperk is al die bepalings van die Ooreenkoms van toepassing op sodanige werkgewer en sy werknemers.”

1. KLOUSULE 1: TOEPASSINGSBESTEK

Voeg die uitdrukking “Camperdown”, onmiddellik voor die woord “Chatsworth” in in subklousule (1) (b).

2. KLOUSULE 2: GELDIGHEIDSDUUR VAN OOREENKOMS

Die geldigheidsduur moet gewysig word om te lui “tydperk eindigend 31 Julie 1993.”

3. KLOUSULE 37: DRYWERS VAN MOTORVOERTUIG

Vervang subklousule 37B (1) deur die volgende:

“(1) Geen lone wat laer is as dié wat hieronder voorgeskryf word, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

	Increase per week	New Minimum per week
	R	R
(a) Drywer van 'n motorvoertuig, uitgesonderd een wat deur stoom aangedryf word, wat gemagtig is om 'n loonvrag te dra of te trek van—		
(i) tot en met 4 530 kg	22,51	247,61

	Increase per week		New Minimum per week		Verhoging Minimum per week per week	
	R	R	R	R	R	R
(ii) over 4 530 kg and up to and including 6 350 kg	22,72	249,87			(ii) meer as 4 530 kg en tot en met 6 350 kg	22,72 249,87
(iii) over 6 350 kg	23,54	258,93			(iii) meer as 6 350 kg	23,54 258,93
(b) Driver of steam-propelled vehicle	23,54	258,93			(b) Drywer van 'n stoomaangedrewe voertuig	23,54 258,93
(c) A casual employee driving a motor vehicle, other than steam-propelled	Daily rate = prescribed weekly wage, plus 10%, divided by 5.				(c) Los werknemer wat 'n motorvoertuig dryf, uitgesonderd een wat deur stoom aangedryf word	Per dag = voorgeskrewe weekloon, plus 10%, gedeel deur 5.
(d) Casual employee driving a steam-propelled vehicle	Daily rate = prescribed weekly wage, plus 10%, divided by 5.				(d) Los werknemer wat 'n stoomaangedrewe voertuig dryf	Per dag = voorgeskrewe weekloon, plus 10%, gedeel deur 5.
(e) Drivers of forklift trucks, tractors, scooters or passengers cars	22,51	247,61			(d) Drywers van vorkhyswaens, trekkers, bromponies of passasiersmotors	22,51 247,61

4. SCHEDULE A

Substitute the following for the existing Schedule A:

4. BYLAE A: MINIMUM LOONTARIEWE

Vervang Bylae A deur die volgende:

SCHEDULE A: WAGES

	Increase		Minimum	
	R	R	R	R
(I) (i) Furniture making, i.e. any operation or process in the manufacture and/or assembling of furniture, either in whole or in part, performed by hand, with hand tools or mechanical appliances, but which excludes the operations referred to in subclause (ii)	25,55	281,08		
(ii) Sundry furniture making operations:				
(a) Bolting and tightening of nuts, fixing of handles by screws, bolts nuts and screw bolts	21,80	239,77		
(b) Affixing fittings of rod sockets, striking plates, escutcheons, shelf studs, nut covers, ferrules or dome glides and inserting screw bolts into stumps or legs, affixing of any kind of glue block, attaching mirrors by means of adhesive tape				
(c) Making and/or pointing of wooden dowels and plugs by hand and/or machine				
(d) Knocking in dowels and plugs by hand				
(e) Sanding by hand, regardless of whether the article sandpapered is stationary or rotating				
(f) Bending or laminating of solid timber by hand or mechanical process				
(g) Knocking in of sockets for casters				
(h) Filling of holes or cracks with wood filler or similar substance				
(i) Assisting in clamping or cramping: Provided that not more than one assistant is used by an employee in receipt of not less than the wage prescribed in subclause (1)	21,54	236,97		
(II) Setting out, i.e. the preparation of a plan for the manufacture of furniture by means of a rod or other suitable material upon which are marked all or any of the dimensions of the article to be manufactured	25,55	281,08		
(III) Marking out, i.e. the marking or scribing of articles of furniture, either in whole or in part, to dimensions by means of ruler, measuring rod, straight edge, template, jig or any other device, for the purpose of machining, fitting or assembling				
(IV) (i) Furniture machining, i.e. any operation or process performed by using any type or class of machine in the manufacture of furniture, either in whole or in part, but which excludes the operations referred to in subclause (ii)				
(ii) Sundry furniture machining operations:				
(a) Setting up and operating single drum sander, open disc sander, bobbin sander and wide belt sander	22,75	250,29		
(b) Boring holes, morticing, hinge recessing for the purpose of cutting recesses for locks and hinges and operating a dowel inserting machine				
(c) Operating air-filled sander and portable sander	21,80	239,77		
(d) Making and jointing sandpaper rolls or discs and belts for machine sanders	21,54	236,97		
(e) Repetitive marking by template or pattern				
(V) (i) Furniture polishing, i.e. any operation or process by hand or mechanical appliance in the production of a polished and/or finished surface by means of shellac, paint, duco, lacquer, cellulose, varnish, enamel, stain, a paste which acts as an abrasive, and/or polisher, or both, or similar substances, and shall include the graining and matching of colours on all types of furniture, but which excludes the operations referred to in subclause (ii)	25,55	281,08		

	Increase	Minimum
	R	R
(ii) Sundry polishing operations:		
(a) Burnishing by machine.....	22,75	250,29
(b) Waxing.....		
(c) The painting and/or filling of edges of laminated board and/or plywood, to prepare a surface for polishing and/or lacquering and/or graining and/or matching of colours		
(d) The removal of doors and fittings prior to preparation for polishing		
(e) Filling in with plaster of paris or any other filling material		
(f) Handsanding		
(g) Bleaching of furniture with acids or any other bleaching agent	21,80	239,77
(h) Stripping		
(i) Staining, filling, oiling and/or reviving by hand.....		
(j) Spraying of metal.....		
(k) Straining of materials		
(l) Cleaning spray guns		
(m) Touching up at point of loading and/or unloading, excluding the use of spray apparatus	21,54	236,97
(VI) (i) Furniture upholstery, i.e. any operation or process in covering any type of furniture, either in whole or in part, irrespective of the materials used, and includes, <i>inter alia</i> cutting of all covers and loose covers, stitching and/or joining by hand or mechanical appliance, webbing which includes the positioning of webbing and substitutes (other than wooden or metal laths and crossbars), filling, cane weaving, buttoning, tacking, stapling, studding and padding, attaching of units to frame, but which excludes the operations referred to in subclause (iv)	25,55	281,08
(ii) Seamsters or seamstresses engaged in slipstitching, sewing, and/or joining covers, flies, cushions, cords, pelmets or bolsters by hand or machine	22,44	246,86
(iii) Learners employed in learning the class of work referred to in subclause (ii) —		
during the first six months of employment.....	21,34	234,78
during the second six months of employment	21,55	237,09
during the third six months of employment.....	21,76	239,40
during the fourth six months of employment	22,02	242,25
thereafter.....	22,44	246,86
(iv) Sundry furniture upholstery operations:		
(a) Positioning of wooden and metal laths and crossbars to frames	22,95	252,46
(b) Filling of cushions with spring interiors and/or spring units	23,50	258,48
(c) Cutting foam rubber or similar material by band saw		
(d) Fixing of ready-made cane mats	22,75	250,29
(e) Tufting or buttoning by hand or machine, where this done in loose pieces in the pre-assembly stage, including quilted buttoning, but shall exclude deep, diamond or pleated buttoning	23,95	263,45
(f) Securing, sewing or stapling interlaced pads to spring units, whether by hand or machine	22,95	252,46
(g) Laying out of filling materials on a spring unit		
(h) Spreading of adhesive on backs and cover material and joining of same	22,44	246,86
(i) Loading, wheeling and operating a cloth spreading machine		
(j) Teasing coir or other materials by machine		
(k) Filling of cushions with substances of materials other than spring interiors and/or spring units by machine	21,80	239,77
(l) Riemple work		
(m) Affixing helical springs and/or chains and/or zig-zag or no-sag springs to frames for upholstery		
(n) The springing up of spring edges with zig-zag and/or no-sag type of spring to frames for upholstery, including the attachment of any component part, but excluding the tacking on and/or securing of hessian and/or sisal and/or substitutes for hessian or sisal		
(o) Cutting of platforms used for covering helical and/or no-sag springs.....		
(p) Breaking up and/or cutting up by hand of bulk rolls of upholstery materials of all kinds from selvage to selvage		
(q) Cutting cardboard in upholstery sections by hand and/or machine		
(r) Straight cutting of materials by hand or machine for bottoms or underseating over springs (linen and hessian)	21,54	236,97
(s) Teasing coir or other materials by hand		
(t) Unwinding filling materials in rope form.....		
(u) Banding upholsterer's beading		
(v) Making buttons and tufts		
(w) Assisting upholsterer in holding cover material		
(x) Cutting to shape and joining of foam rubber or latex by hand		
(y) Tacking on bottoms of upholstered article		
(z) (i) The tacking of hessian or lining onto seat platforms		
(ii) The tacking or stapling of cardboard to bare frames	21,80	239,77
For the purposes of this clause and clauses (XI) and (XIV), a spring unit means an independent assembly of springs so interconnected, associated or constructed as to provide a spring foundation and/or interior for use in an inner-spring mattress, cushions seat or any other bedding and/or seating device.		

	Increase	Minimum
	R	R
(VII) (i) Furniture carving and/or wood-carving, i.e. any operation or process, either in whole or in part, performed with hand tools or mechanical appliance creating a shape, pattern, medallion or replica of any object, the purpose of which is to adorn and/or embellish any type of furniture, but which excludes the undermentioned sundry operation.....	25,55	281,08
(ii) Stippling and punching background to carving	21,80	239,77
(VIII) Furniture wood-turning, i.e. any operation or process performed by hand or mechanical appliance in the manufacture of a shaped article or component part, used in connection with all types of furniture.....		
(IX) (i) Furniture veneering, i.e. any operation or process performed by hand or mechanical appliance in the overlay of all types of furniture parts, either in whole or part, with veneer, but which excludes the operations mentioned in subclause (ii)	25,55	281,08
(ii) Sundry veneering operations:		
(a) Positioning of veneers by hand		
(b) Tapeless jointing by machine		
(c) Operating presses of any kind.....		
(d) Loading and unloading vacuum bags and presses of any kind.....	21,54	236,97
(e) Washing off gum and tapes.....		
(f) Stacking parts after pressing.....		
(g) Veneering of edges		
(h) Veneering of edges by machine, which machine also trims and sands the edges.....	22,75	250,29
(i) Lipping of edges only by mechanical appliance	22,75	250,29
(X) (i) Learner journeyman employed in learning the classes of work referred to in clause (I) to (IX), other than the sundry operations referred to therein—		
during the first year of employment.....	22,53	247,80
during the second year of employment.....	23,38	257,15
during the third year of employment.....	24,60	270,63
Thereafter, the minimum prescribed wage.		
If a person who has been employed as a belt sander, machine sander or borer is promoted to a learner journeyman, his commencing wage shall be a minimum of	22,95	252,46
(XI) (i) Bedding making, i.e. the manufacturing by hand or mechanical appliance, either in whole or in part, of all types of mattress filled with coir, hairlock, flock, kapok, cotton, wadding, hair, fibre, wool, feathers, grass, chaff, straw, rubber or any other similar materials, or any combination of spring interior, all types of wire springs, chain and/or spiral springs, full spiral springs, mesh springs, helical springs, all types of springs and/or spring units, pillows, cushions, bolsters, overlays, quilts, the knocking and/or hooking on of spring mattress wires, spiral springs and helical springs to frames, and shall include:		
Weaving of spring mesh		
Stuffing filling into mattress cases.....		
Side stitching		
Tufting	22,95	252,46
Operating a border quilting machine.....		
Operating a top quilting machine		
Preparing frames and rollers for the top quilting machine		
Securing, sewing or stapling interlaced pads to spring units		
Securing mattress tops, whether quilted or not, in position for building a prebuilt interior or spring mattress		
Tape edging a spring interior mattress.....		
Roll edging, but which excludes the operations referred to in subclause (ii).....		
Buttoning of headboards ancillary to mattress making.....	23,35	256,85
(ii) Sundry bedding operations:		
(1) Cutting tips, borders and cases		
(2) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts		
(3) Sewing mattress handles to border		
(4) Joining border lengths	22,44	246,86
(5) Closing up the mouth of a mattress		
(6) Closing pillows, cushions, bolsters		
(7) Bolting by hand of bed mattress frames.....		
(8) Preparing spools for a border quilting machine.....		
(9) Cutting quilted borders to lengths		
(10) Punching holes in mattress borders		
(11) Fitting ventilators and handles to mattress borders		
(12) Feeding the interlacing machine.....		
(13) Cutting and making pads, irrespective of materials used.....		
(14) Positioning of laths and crossbars, or fixing webbing to mattress or bed frames.....		
(15) Staining mattress frames.....		
(16) Affixing lugs to mattress frames.....		
(17) Positioning and securing a mesh to a mesh frame.....		
(18) Hanging loops on needles in compression tufting.....	21,80	239,77
(19) Loading, wheeling and operation a clothspreading machine		
(20) Operating a teasing machine.....		
(21) Attending a loopmaking machine		
(22) Attaching loops to buttons or tufts.....		
(23) Fitting bed irons, domes, casters and sockets		
(24) Staining and/or varnishing frames by hand.....		
(25) Assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames.....		
(26) Fixing bed irons		
(27) Attaching spring units to bed frames.....		

(355)

		Increase	Minimum
		R	R
355	(28) Filling pillows, cushions and bolsters, with materials other than spring interiors and/or spring units.....	21,54	236,97
	(29) Mass-measuring pillows, bolsters, cushions and quilts		
	(30) Stripping bedding		
	(31) Cutting chain, hoop iron or any other similar materials		
	(32) Teasing coir or any other materials by hand		
	(33) The tacking on of cardboard or calico backs to upholstered headboards.....	21,80	239,77
	(34) Glueing plastic mesh to foam	21,54	236,97
(iii) Learners employed in learning the class of work referred to in subclause (i) (bedding making) —			
	during the first six months of employment.....	21,65	238,17
	during the second six months of employment	21,93	241,23
	during the third six months of employment	22,16	243,76
	during the fourth six months of employment	22,39	246,28
	thereafter.....	22,95	252,46
(XII) (i) Curtain-making, i.e. any operation or process performed by hand or mechanical appliance in the manufacture of curtains, either in whole or in part, and irrespective of the materials used, including hanging, fitting and fixing, but which excludes the operation mentioned in subclause (ii).....		25,55	281,08
(ii) Sundry operations:			
	(1) Seamster or seamstresses engaged in splitstitching, sewing, and/or joining covers, flies, cushions, cords, pelmets, bolsters or curtains by hand or machine	22,44	246,86
	(2) Cutting edge-to-edge, but excluding cutting for pattern matching.....	21,54	236,97
	(3) Pressing and/or ironing curtaining		
	(4) Handling materials		
(iii) Learners employed in learning the class of work referred to in subclause (ii) (1) (seamsters) —			
	during the first six months of employment.....	21,34	234,78
	during the second six months of employment	21,55	237,09
	during the third six months of employment.....	21,76	239,40
	during the fourth six months of employment	22,02	242,25
	thereafter.....	22,44	246,86
(iv) Learners employed in learning the class of work referred to in subclause (i), other than the sundry operations referred to in subclause (ii) and learner seamsters referred to in subclause (iii).....			
(XIII) (A) Labouring, i.e. —			
	(1) assisting a machinist in handling materials before and after machining.....	21,54	236,97
	(2) attending a boiler, incinerator and/or oven.....		
	(3) attending to dust bags and/or cyclones of sanding machines		
	(4) baling and dipping of upholstery springs.....		
	(5) beating and/or teasing coir by hand		
	(6) cleaning and sweeping of premises.....		
	(7) cleaning machinery, plant, tools and utensils		
	(8) cleaning and blowing down of equipment.....		
	(9) cleaning metal rods		
	(10) cutting metal rods, hinges, metal strips, wire, hoop iron and all similar materials.....		
	(11) delivery by manually propelled vehicles		
	(12) delivery of letters and parcels.....		
	(13) filling of cushions with substances of materials, other than spring interiors and/or spring units by hand		
	(14) glueing sandpaper discs		
	(15) handling materials.....		
	(16) lime washing		
	(17) loading and/or unloading vehicles		
	(18) loading and unloading kilns		
	(19) making tea or other similar beverages.....		
	(20) oiling and greasing machines and/or vehicles		
	(21) operating presses of any type.....		
	(22) packing articles into cartons and/or cardboard containers and thereafter filling and closing such cartons and containers.....		
	(23) preparing, mass-measuring and mixing glue; spreading glue by hand or machine; removing glue, washing and wiping off glue; applying glue hardener by hand, brush or machine		
	(24) pushing or pulling a vehicle or handcart.....		
	(25) riveting or making threads on iron bolts and rods.....		
	(26) straightening and/or cutting hoop iron used for webbing.....		
	(27) stripping second-hand upholstery and bedding.....		
	(28) taping of veneers and attending veneer press.....		
	(29) the treatment of timber for preservation.....		
	(30) unpacking, baling and unbalancing raw materials.....		
	(31) wrapping in paper or cardboard.....		

The minimum prescribed rates for learner journeymen as per para (X) of this Schedule.

	Increase	Minimum
	R	R
(B) Labourers: New entrants (see definition under clause 3): Party shops only during first 6 months' employment in the industry.....	18,04	198,47
(XIV) Miscellaneous:		
(1) Welding, other than spot-welding.....	25,55	281,08
(2) Machine maintenance mechanic.....	22,44	246,86
(3) Spot-welding.....	22,36	245,99
(4) Despatch clerk, storeman, time-keeper.....	21,78	239,55
(5) Caretaker or watchman.....		
(6) Packer.....		
(7) The construction of spring interiors and/or spring units and the manufacture of their component parts.....	21,80	239,77
(8) Leaner packer.....	21,54	236,97
(9) Bending, punching riveting, drilling and/or assembling metal parts.....		
(XV) (i) Juvenile male employees engaged in a trade designated under the Manpower Training Act, 1981, during the authorised probation period.....	21,60	237,62
(ii) All other juveniles.....		
(XVI) Office employees—		
during the first year of employment.....	21,67	238,32
during the second year of employment.....	22,09	242,98
during the third year of employment.....	22,74	250,09
during the fourth year of employment.....	23,38	257,18
during the fifth year of employment.....	24,06	264,66
thereafter.....	24,91	273,99
(XVII) Casual labourer:		
Labourer employed for less than 30 hours in any one week for the specific purpose of loading and unloading of vehicles, stacking of timber and cleaning of premises only.....	52,14 per day	
(XVIII) Chargehand:		
In charge of employees who have no journeyman status.....		R10,00 per week above his minimum prescribed wage for the class of work performed by him.
In charge of journeyman.....		R15,00 per week above the basic wage prescribed in this Agreement for employees employed on the same class of work.
(XIX) (i) Ornament and novelty making, i.e. any operation or process in the manufacture or assembly of ornaments and novelties, but which excludes the operations referred to in subclause (ii)	25,55	281,08
(ii) The classes of work referred to in clauses (I) (ii), (IV) (ii), (V) (ii), (VII) (ii) and (IX) (ii) hereof		The minimum wage prescribed in this Agreement for employees employed on the same class of work.
(XX) Apprentices:		
Commencing weekly wage—stage 1.....		Labourers' minimum rate + R10,00.
Upon completion of stage 1 and subsequent stages the weekly wage of an apprentice is to be increased by 25% of the difference between the minimum wage rate for labourers, plus R10,00, and that for journeyman in force at the time of completion of such stage."		

Signed at Durban, on behalf of the parties, this 29th day of September 1992.

J. S. OLIVIER,
Chairman/Secretary.

M. H. GIBBS,
Vice-Chairman.

S. M. LE ROUX,
Vice-Chairman.

No. R. 3409

24 December 1992

LABOUR RELATIONS ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA: AMENDMENT OF AGREEMENT FOR THE TANNING SECTION

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 6, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

L. WESSELS,
Minister of Manpower.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

TANNING SECTION

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

- (a) South African Tanning Employers' Organisation
- (b) Transvaal Footwear, Tanning and Leather Trades Association

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

- (c) South African Clothing and Textile Workers' Union

and

- (d) National Union of Leather Workers

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the National Industrial Council of the Leather Industry of South Africa,

to amend the Agreement for the Tanning Section published under Government Notice No. R. 380 of 4 March 1988 (hereinafter referred to as the Re-enacting Agreement), as renewed and amended by Government Notices R. 1620 of 12 August 1988, R. 2313 of 18 November 1988, R. 159 and R. 160 of 26 January 1990, R. 1555 of 6 July 1990, R. 2871 of 7 December 1990, R. 1000 and R. 1001 of 3 April 1992 and R. 3033 of 30 October 1992.

No. R. 3409

24 Desember 1992

WET OP ARBEIDSVERHOUDINGE, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA: WYSIGING VAN OOREENKOMS VIR DIE LOOISEKSIE

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 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 6 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in 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

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

LOOISEKSIE

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

- (a) South African Tanning Employers' Organisation
- (b) Transvaal Footwear, Tanning and Leather Trades Association

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

- (c) South African Clothing and Textile Workers' Union

en

- (d) National Union of Leather Workers

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika,

tot wysiging van die Ooreenkoms vir die Looiseksie gepubliseer by Goewermentskennisgewing No. R. 380 van 4 Maart 1988 (hierna die Herbekragtigingsooreenkoms genoem), soos hernieu en gewysig by Goewermentskennisgewings Nos. R. 1620 van 12 Augustus 1988, R. 2313 van 18 November 1988, R. 159 en R. 160 van 26 Januarie 1990, R. 1555 van 6 Julie 1990, R. 2871 van 7 Desember 1990, R. 1000 en R. 1001 van 3 April 1992 en R. 3033 van 30 Oktober 1992.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Tanning Section of the Leather Industry—

(a) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions, and who are respectively engaged and employed in the Tanning Section; and

(b) in the Magisterial Districts of The Cape, Bellville, Wynberg, Paarl, Stellenbosch, excluding that portion of the Magisterial District of Stellenbosch which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Kuils River, Oudtshoorn, Wellington, Mossel Bay, George, Uitenhage, Kirkwood, Port Elizabeth, King William's Town, Durban, including that portion of the Magisterial District of Chatsworth which, prior to the publication of Government Notice No. 501 of 8 March 1985, fell within the Magisterial District of Durban, but excluding those portions of the Magisterial District of Durban which, prior to the publication of Government Notices Nos. 1939 and 2067 of 10 September 1982 and 1 October 1982 respectively, fell within the Magisterial District of Inanda, Pietermaritzburg, Barberton, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Tvl), Brits, White River, Witbank, Nigel, Germiston and Bloemfontein, on the operations set forth in paragraph (2) (a) of the definition "Leather Industry", and in the Magisterial District of Bellville, including those portions of the Magisterial District of Bellville which, subsequent to the publication of Government Notice 1683 of 7 August 1987, fell within the Magisterial Districts of Goodwood and Kuils River, Oudtshoorn, Wellington, George, Uitenhage, Port Elizabeth, King William's Town and Pietermaritzburg, with effect from 1 May 1986 on the operations set forth in paragraph (2) (b) of the definition "Leather Industry".

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees for whom hourly rates are prescribed and to the employers of such employees.

2. CLAUSE 4: WAGES AND RATES

(1) Substitute the following for subclause (1) (b):

"(b) Except in the case of a night watchman and an employee engaged on night work, the remuneration laid down in this clause shall be payable for a working week of 42 hours: Provided that in the case of a night watchman, the remuneration shall be payable for a working week of 60 hours and in the case of an employee engaged on night work, the remuneration shall be payable for a working week of 38 hours and/or, by agreement negotiated at plant level with the respective unions, for a working week of 42 hours: Provided further that the remuneration payable for a 38-hour working week shall be calculated at 42,25 hours, multiplied by his hourly rate of remuneration, and in the case of a 42-hour working week, the remuneration shall be calculated at 42 times his hourly rate of remuneration plus 10%: Provided further that the working week shall not end earlier than on Wednesday in a calendar week."

(2) Substitute the following for subclause (6):

"(b) Nothing in this Agreement shall operate to reduce any time wage which is at present being paid and which is more favourable to an employee than that laid down in this Agreement for such employee while he remains in the service of the same employer.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word in die Looiseksie van die Leernywerheid—

(a) deur alle werkgewers wat lede van die werkgewers-organisasies is en deur alle werknemers wat lede van die vakverenigings is, en wat onderskeidelik by die Looiseksie betrokke en daarin werksaam is; en

(b) in die landdrostdistrikte Die Kaap, Bellville, Wynberg, Paarl, Stellenbosch, uitgesonderd die gedeelte van die landdrostdistrik Stellenbosch wat voor die publikasie van Goewermenskennisgewing No. 1683 van 7 Augustus 1987 binne die landdrostdistrik Kuilsrivier geval het, Oudtshoorn, Wellington, Mosselbaai, George, Uitenhage, Kirkwood, Port Elizabeth, King William's Town, Durban, met inbegrip van die gedeelte van die landdrostdistrik Chatsworth wat voor die publikasie van Goewermenskennisgewing No. 501 van 8 Maart 1985 binne die landdrostdistrik Durban geval het, maar uitgesonderd die gedeeltes van die landdrostdistrik Durban wat voor die publikasie van Goewermenskennisgewings Nos. 1939 en 2067 van onderskeidelik 10 September 1982 en 1 Oktober 1982 binne die landdrostdistrik Inanda geval het, Pietermaritzburg, Barberton, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Tvl.), Brits, Witrivier, Nigel, Germiston en Bloemfontein, in verband met die werksaamhede uiteengesit in paragraaf (2) (a) van die omskrywing "Leernywerheid", en in die landdrostdistrik Bellville, met inbegrip van die gedeeltes van die landdrostdistrik Bellville wat na die publikasie van Goewermenskennisgewing No. 1683 van 7 Augustus 1987 binne die landdrostdistrikte Goodwood en Kuilsrivier val, Oudtshoorn, Wellington, George, Uitenhage, Port Elizabeth, King William's Town en Pietermaritzburg, met ingang van 1 Mei 1986 in verband met die werksaamhede uiteengesit in paragraaf (2) (b) van die omskrywing "Leernywerheid".

(2) Ondanks subklousule (1) is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie uurlone voorgeskryf word en op die werkgewers van sodanige werknemers.

2. KLOUSULE 4: LONE EN LOONSKALE

(1) Vervang subklousule (1) (b) deur die volgende:

"(b) Behalwe in die geval van 'n nagwag en 'n nagwerker, is die besoldiging by hierdie klousule voorgeskryf, betaalbaar vir 'n werkweek van 42 uur: Met dien verstande dat in die geval van 'n nagwag is die besoldiging betaalbaar vir 'n werkweek van 60 uur en in die geval van 'n nagwerker is die besoldiging betaalbaar vir 'n werkweek van 38 uur en/of, by ooreenkoms op fabrieksvlak met die onderskeie vakverenigings beding, vir 'n werkweek van 42 uur: Met dien verstande dat die besoldiging betaalbaar vir 'n werkweek van 38 uur bereken word teen 42,25 uur vermenigvuldig met sy uurloonskaal, en in die geval van 'n werkweek van 42 uur word die besoldiging bereken teen 42 maal sy uurloonskaal plus 10%: Met dien verstande dat die werkweek eindig nie vroeër as Woensdag in 'n kalenderweek nie."

(2) Vervang subklousule (6) deur die volgende:

"(6) Geen bepaling in hierdie Ooreenkoms mag die uitwerking hê nie dat dit enige tydloon verminder wat tans betaal word en wat vir 'n werknemer gunstiger is as dié by hierdie Ooreenkoms voorgeskryf vir sodanige werknemer solank hy by dieselfde werkgewer in diens bly.

WAGES AND WAGE RATES

(355)	Rate
	Per hour
	R
A. Grade A:	
(a) Operators of splitting machines, which shall include the setting and adjustments to such machines and the splitting either in the lime or tanned conditions or both.....	7,95
(i) Learners, according to experience:	
First six months	80% of the prescribed wage.
Second six months	90% of the prescribed wage.
Thereafter	The prescribed wage.
(ii) In every tannery in which a splitting machine is installed there shall be employed at least one splitter at the full rate under A (a) above.	
(b) Operators of shaving and whitening machines	7,09
Learners, according to experience:	
First six months	80% of the prescribed wage.
Second six months	90% of the prescribed wage.
Thereafter	The prescribed wage.
B. Grade B:	
(a) Employees other than those specified in (b):	
(i) Employed as first-grade tablehands, i.e. hand buffers and whiteners, hand shavers, hand sprayers and employees employed on rounding.....	6,26
<i>Note: 'Rounding' is the cutting up of untanned hide into bends, bellies, shoulders or backs, but does not include cutting a hide into two sides.</i>	
(ii) Employed as operators of fleshing, unhairing, staking and buffing machines..	5,99
(iii) Employed as operators of glazing, all types of measuring, sole substance measuring, sole rolling, hydraulic press, sammying, setting, bark milling, scudding, seasoning, oiling, washing, brushing, spraying, padding, curtain coating, dust removal, oscillating knife, necking and wrinkle setting machines, and employees employed as tablehands (other than first grade) who are using currier's tools or improvised currier's tools on any class of leather and who are using these aforementioned tools on pasting plants or vacuum drying plants, employees engaged on repairing defects in leather, mixing and matching of pigment finish colours, matching dyes, square cutting, sueding by brush and/or emery paper, assisting a splitter in feeding into the front of a splitting machine, operating a mobile hoist truck of the type which requires the driver to be on the vehicle, and employees employed in blackening, greasing, staining, pigmeting and seasoning leather by hand (brush or pad) and as lime yard hand fleshers.....	5,82
(b) Learners employed on operations as specified in paragraph (a) (i), (ii) and (iii) above:	
According to experience:	
First six months	80% of the prescribed wage.
Second six months	90% of the prescribed wage.
Thereafter, if employed under—	
(a) (i)	The prescribed wage.
(a) (ii)	The prescribed wage.
(a) (iii).....	The prescribed wage.
<i>Ratio: Not more than one learner receiving less than the full rate prescribed for his occupation may be employed to every three or part of three employees on semiskilled operations receiving the full rate.</i>	
<i>'Part of three' shall mean a remainder of not less than one after the total number of employees receiving full rates has been divided by three.</i>	
C. Grade C:	
(a) Employees—	
(i) employed on scudding, cobbing, tacking, toggling and trimming, hides and skins, drum operators, and trimming, breaking and/or fleshing skins with wool or hair.....	5,29
<i>Note: 'Cobbing' means the trimming of the loose fleshings hanging from the edges of the hides after fleshing.</i>	

(355)	Rate
	Per hour
	R
(ii) Grade I: All employees who are mainly employed in the physical handling of hides and/or skins in the lime yard and tan yard up to and including sammying, and all employees who are wholly or mainly employed in the physical handling of hides and/or skins in the dye yard	5,29
(iii) Grade II: All employees who are mainly employed in the physical handling of raw hides and/or skins in the hide store and leather in all other departments not specified as Grade I; all employees involved in the maintenance of machines and equipment, including general workers whose occupation is specified under the definition of 'general worker' in clause I of this agreement	5,29
(iv) employed on batch stamping of raw hides and skins	5,37
Note: All rates prescribed in (i) above are inclusive of a 'dirt allowance' at the rate of 25c per week awarded by the arbitrator in 1945.	
D. Wool-skin processing machines and operations not elsewhere specified:	
(a) Ironing and/or shearing and/or combing	5,48
(b) Carding	5,48
(c) Stitching by machine	5,58
(d) Cutting of patterns	5,37
E. Welting, randing and lace-cutting departments:	
(a) Operators of splitting, skiving, cutting, grooving and bevelling machines	5,58
(b) All other operations	5,29
F. (a) Storemen and/or warehousemen, despatch clerks	5,58
(b) Assistant storemen and/or assistant warehousemen	5,48
G. Motor vehicle drivers—	
employed on vehicle of a pay-load of up to and including 2 722 kg	5,74
employed on vehicle of a pay-load of over 2 722 kg but not exceeding 4 536 kg	6,17
employed on vehicle of a pay-load of over 4 536 kg	6,71
H. Boiler attendants	5,37
I. Night-watchmen	3,90
J. Day-watchmen	5,37
K. Handymen	5,48
L. (a) Operations relating to the production of upholstery leather not elsewhere specified:	
(i) Marking and/or patterns placing	6,77
(ii) Cutting to patterns	6,26
(iii) Piece marking	5,37
(b) Learners employed on operations in (a) (i) above:	
First six months of experience	80% of the prescribed wage.
Second six months of experience	90% of the prescribed wage.
(c) Learners employed in the operation referred to in (a) (ii) above:	
First six months of experience	80% of the prescribed wage.
Second six months of experience	90% of the prescribed wage."

LONE EN LOONSKALE

	Loon
	Per uur
	R
A. Graad A:	
(a) Bedieners van splitmasjiene, wat die instel van en regstelling aan sodanige masjiene insluit en wat leer in die kalk- of looistadium of in albei splits	7,95
(i) Leerlinge volgens ondervinding:	
Eerste ses maande	80% van die voorgeskrewe loon.
Tweede ses maande	90% van die voorgeskrewe loon.
Daarna	Die voorgeskrewe loon.
(ii) In elke looierij waarin daar 'n splitmasjien geïnstalleer is, moet daar minstens een splitter indiens wees wat die volle loon in A (a) hierbo vermeld ontvang.	

	Loon	
	Per uur	
	R	
(iii) Graad II: Alle werknemers wat hoofsaaklik rou huide en/of velle in die huidsmagasyn en leer in alle ander afdeling wat nie as Graad I aangesien word nie, fisies hanteer; alle werknemers betrokke by die onderhoud van masjiene en uitrusting, met inbegrip van algemene werkers wie se beroep aangedui word in die omskrywing van "algemene werker" in klousule I van hierdie Ooreenkoms.....	5,19	
(iv) wat rou huide of velle in lotte stempel	5,57	
Opmerking: Alle loontariewe in paragraaf (i) hierbo voorgeskryf, sluit in 'n toelae vir vuilwerk van 25c per week wat in 1945 deur die arbiter toegeken is.		
D. Wolveelverwerkingsmasjiene en werksaamhede nie elders vermeld nie:		
(a) Stryk en/of skeer en/of kam	5,48	
(b) Kaarding	5,48	
(c) Stikwerk met 'n masjien	5,58	
(d) Snywerk volgens patrone	5,37	
E. Afdelings vir die sny van kantstrokies, hakstrokies en veters:		
(a) Bedieners van splits-, skaaf-, sny-, groef- en afskuinsmasjiene	5,58	
(b) Alle ander werksaamhede	5,29	
F. (a) Magasynmeester en/of pakhuismanne, versendingsklerke	5,58	
(b) Assistent-magasynmeesters en/of assistent-pakhuismanne	5,48	
G. Motorvoertuigdrywers—		
werksaam op voertuie met 'n loonvrag van tot en met 2 722 kg.....	5,74	
werksaam op voertuie met 'n loonvrag van meer as 2 722 kg maar hoogstens 4 536 kg.....	6,17	
werksaam op voertuie met 'n loonvrag van meer as 4 536 kg	6,71	
H. Ketelbediener	5,37	
I. Nagwag	3,90	
J. Dagwag	5,37	
K. Faktotum	5,48	
L. (a) Werksaamhede in verband met die produksie van bekleedselleer wat nie elders vermeld word nie:		
(i) Merk- en/of patroonsnywerk.....	6,77	
(ii) Snywerk volgens patrone	6,26	
(iii) Stukmerkwerk	5,37	
(b) Leerlinge wat die werksaamhede verrig wat in paragraaf (a) (i) hierbo vermeld word:		
Eerste ses maande ondervinding	80%	van die voorgeskrewe loon.
Tweede ses maande ondervinding	90%	van die voorgeskrewe loon.
(c) Leerlinge wat die werksaamheid verrig wat in paragraaf (a) (ii) hierbo bedoel word:		
Eerste ses maande ondervinding	80%	van die voorgeskrewe loon.
Tweede ses maande ondervinding	90%	van die voorgeskrewe loon."

(3) In subclause (9) (a) substitute the expression "13 August 1992" for the expression "22 August 1991".

3. CLAUSE 7: HOLIDAYS AND ANNUAL LEAVE

(1) In subclause (8) (a) insert the expression "16 June" after the expression "Ascension Day".

(2) In subclause (8) delete paragraph (b). **355**

4. CLAUSE 10: TERMINATION OF EMPLOYMENT

Insert the following new subclause (9):

"(9) An employee whose services are terminated due to retrenchment shall receive severance pay calculated at one week's normal pay per completed, continuous year of service with the company. This provision shall not apply in the case of plant or departmental closure or the relocation of the establishment, in which case the matter of severance pay shall be negotiated at plant level."

(3) In subklousule (9) (a), vervang die uitdrukking "22 Augustus 1991" deur die uitdrukking "13 Augustus 1992".

3. KLOUSULE 7: VAKANSIEDAE EN JAARLIKSE VERLOF

(1) In subklousule (8) (a), voeg die uitdrukking "16 Junie" in na die uitdrukking "Hemelvaartsdag".

(2) In subklousule (8), skraap paragraaf (b).

4. KLOUSULE 10: DIENSBEÏNDIGING

Voeg die volgende nuwe subklousule (9) in:

"(9) 'n Werknemer wie se diens weens personeesbe-
snoeiing beëindig word, moet 'n uittreeloon ontvang, bereken
teen een week se gewone betaling per voltooide aan-
pende jaar diens by die maatskappy. Hierdie bepaling
nie in die geval van fabrieks- of departementele sluiting of
hervestiging van die bedryfsinrigting nie, in welke ge-
kwessie van 'n uittreeloon op fabrieksvlak bedin-
word."

5. CLAUSE 14: PIECE-WORK

Substitute the following for clause 14:

"14. PRODUCTIVITY/INCENTIVE BONUS SCHEMES AND PIECE-WORK"

- (1) Productivity/incentive bonus schemes or piece-work arrangements shall be negotiated at plant level.
- (2) Such negotiated agreements shall be in writing signed by the employer and representatives of the majority trade union at the plant.
- (3) A copy of the signed agreement shall be forwarded to the General Secretary of the Council for the issuing of a licence of exemption.
- (4) If shown that such agreement has been concluded at plant level, approval of a licence of exemption shall be granted automatically.
- (5) Notification of the approval of such a licence of exemption shall be forwarded to the District Committee in the area concerned, and the District Committee for the relevant area shall have no right of veto."

6. CLAUSE 23: EMPLOYMENT OF MEMBERS OF TRADE UNIONS

In subclause (4) substitute the words "four working days" for the words "three working days".

7. CLAUSE 24: CONFINEMENT LEAVE

(1) In subclause (1) substitute the words "twelve weeks" for the words "eight weeks" and the words "twelve week period" for the words "eight week period".

(2) Substitute the following for paragraph (a) of subclause (1):

"(a) The employer shall pay the employee weekly, for 12 weeks of absence for confinement leave, an amount equal to 33 percent of the weekly wage she was receiving immediately prior to her confinement leave;

in addition, contributions due by both the employer and employee to the Leather Industry Provident and Sick Benefit Funds must be continued for the full period of confinement leave and the total contribution must be borne by the employer;"

(3) Insert the following new subclause (6):

"(6) Employees who qualify shall be entitled to one day's paid paternity leave per annum, subject to the following conditions:

(a) Three months' prior notification of application for paternity leave shall be given;

(b) The birth certificate shall be produced after paternity leave has been granted;

(c) The employee shall register his wife, common law wife, or customary law wife at the establishment on commencement of employment, and it shall be the responsibility of the employee to ensure that this registration is kept updated."

Signed at Port Elizabeth, on behalf of the parties, this 26th day of August 1992.

P. BELL,
Member of the Council.

M. BENNETT,
Member of the Council.

L. M. VAN LOGGERENBERG,
General Secretary of the Council.

5. KLOUSULE 14: STUKWERK

Vervang klousule 14 deur die volgende:

"14. PRODUKTIWITEITS/AANSPORINGSBONUS-SKEMAS EN STUKWERK"

- (1) Produktiwiteits/aansporingsbonusskemas of stukwerk-reëlings moet op fabrieksvlak beding word.
- (2) Sodanige onderhandelde ooreenkomste moet skriftelik wees en onderteken word deur die werkgewer en verteenwoordigers van die meerderheidsvakvereniging by die fabriek.
- (3) 'n Afskrif van die ondertekende ooreenkoms moet aan die Hoofsekretaris van die Raad gestuur word sodat 'n vrystellingslisensie uitgereik kan word.
- (4) Indien daar bewys word dat sodanige ooreenkoms op fabrieksvlak gesluit is, moet goedkeuring vir 'n vrystellingslisensie outomaties verleen word.
- (5) 'n Kennisgewing van die goedkeuring van 'n vrystellingslisensie moet aan die distrikskomitee in die betrokke gebied gestuur word, en die distrikskomitee vir die betrokke gebied het geen vetoreg nie."

6. KLOUSULE 23: INDIENSNEMING VAN VAKVERENIGINGLEDE

In subklousule (4), vervang die woorde "drie werkdade" deur die woorde "vier werkdade".

7. KLOUSULE 24: BEVALLINGSVERLOF

(1) In subklousule (1), vervang die woorde "agt weke" deur die woorde "twaalf weke" en die woorde "agt-week periode" deur die woorde "twaalf-week periode".

(2) Vervang paragraaf (a) van subklousule (1) deur die volgende:

"(a) Die werkgewer moet die werknemer weekliks, vir 12 weke se afwesigheid met bevallingsverlof, 'n bedrag betaal wat gelyk is aan 33 persent van die weekloon wat sy onmiddellik voor haar bevallingsverlof ontvang het;

daarbenewens moet bydraes deur beide die werkgewer en die werknemer verskuldig aan die Leernywerheid se Voorsorg- en Siektebystandsfonds steeds betaal word vir die volle tydperk van bevallingsverlof, en die hele bydrae moet deur die werkgewer gedra word;"

(3) Voeg die volgende nuwe subklousule (6) in:

"(6) Werknemers wat daarvoor kwalifiseer, is geregtig op een dag betaalde vaderskapsverlof per jaar, behoudens die volgende voorwaardes:

(a) Kennisgewing van aansoek om vaderskapsverlof moet drie maande vooraf geskied;

(b) Die geboortesertifikaat moet voorgelê word nadat vaderskapsverlof toegestaan is;

(c) Die werknemer moet by indienstreding sy vrou, gemeenregtelike vrou of gewoonteregtelike vrou by die bedryfsinrigting registreer, en dit is die verantwoordelikheid van die werknemer om toe te sien dat hierdie registrasie bygehou word."

Namens die partye op hede die 26ste dag van Augustus 1992 te Port Elizabeth onderteken.

P. BELL,
Lid van die Raad.

M. BENNETT,
Lid van die Raad.

L. M. VAN LOGGERENBERG,
Hoofsekretaris van die Raad.

No. R. 3425

24 December 1992

CORRECTION NOTICE

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE: RE-ENACTMENT OF AGREEMENT FOR THE KNITTING DIVISION

The following corrections to Government Notice No. R. 3103 appearing in *Government Gazette* No. 14395 of 13 November 1992, are hereby published for general information:

1. In the Afrikaans text of the Schedule:

(a) Substitute the expression "Garment Manufacturers' Association of the Western Cape" for the expression "Garment Manufacturers' Association" where it appears in the preamble to the Schedule.

(b) 8. KLOUSULE 11: BETALING VIR OORTYDWERK EN WERK OP SATERDAE, SONDAE EN OPENBARE VAKANSIEDAE

Substitute subclause 2 (b) (i) with the following subclause:

"(i) Alle werk meer as 4,25 uur of na 12:00 verrig, teen dubbel 'n werknemer se uurloon vir elke uur of gedeelte van 'n uur aldus gewerk;"

2. In the English text of the Schedule:

(a) Substitute the expression "Garment Manufacturers' Association of the Western Cape" for the expression "Garment Manufacturers' Association" where it appears in the preamble to the Schedule.

(b) 8. CLAUSE 11: PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

Substitute subclause 2 (b) (i) with the following subclause:

"(i) All work performed in excess of 4,25 hours or after 12:00 at a rate of double an employee's hourly wage for every hour or part of an hour so worked;"

No. R. 3426

355

24 December 1992

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE: AMENDMENT OF AGREEMENT FOR THE KNITTING DIVISION

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union; and

No. R. 3425

24 Desember 1992

VERBETERINGSKENNISGEWING

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP: HERBEKRAGTING VAN OOREENKOMS VIR DIE BREI-AFDELING

Onderstaande verbeterings aan Goewementskennisgewing No. R. 3103 wat in *Staatskoerant* No. 14395 van 13 November 1992 verskyn, word hierby vir algemene inligting gepubliseer:

1. In die Afrikaanse teks van die Bylae:

(a) Vervang die uitdrukking "Garment Manufacturers' Association" met die uitdrukking "Garment Manufacturers' Association of the Western Cape" waar dit in die aanhef tot die Bylae voorkom.

(b) 8. KLOUSULE 11: BETALING VIR OORTYDWERK EN WERK OP SATERDAE, SONDAE EN OPENBARE VAKANSIEDAE

Vervang subklousule 2 (b) (i) deur die volgende subklousule:

"(i) Alle werk meer as 4,25 uur of na 12:00 verrig, teen dubbel 'n werknemer se uurloon vir elke uur of gedeelte van 'n uur aldus gewerk;"

2. In die Engelse teks van die Bylae:

(a) Vervang die uitdrukking "Garment Manufacturers' Association" met die uitdrukking "Garment Manufacturers' Association of the Western Cape" waar dit in die aanhef tot die Bylae voorkom.

(b) 8. CLAUSE 11: PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

Vervang subklousule 2 (b) (i) deur die volgende subklousule:

"(i) All work performed in excess of 4,25 hours or after 12:00 at a rate of double an employee's hourly wage for every hour or part of an hour so worked;"

No. R. 3426

24 Desember 1992

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP: WYSIGING VAN DIE OOREENKOMS VIR DIE BREI-AFDELING

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 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

L. WESSELS,
Minister of Manpower.

NOTE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, CAPE: KNITTING DIVISION

The attention of employers who are not members of any of the employers' organisations which are parties to the Agreement hereunder is drawn to—

(a) section 51 (3) of the Labour Relations Act 1956, in terms of which application may be made to the above-mentioned Industrial Council for exemption from all or any of the provisions of the agreement entered into by the parties to the Council and which is binding in terms of the said Act; and

(b) section 51 (6) of the said Act which provides that any person who feels aggrieved by any decision of the Council, may at any time appeal to the Minister of Manpower against such decision.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

KNITTING DIVISION AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Cape Knitting Industry Association,
the

Cape Clothing Manufacturers' Association
and the

Garment Manufacturers' Association of the Western Cape

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

South African Clothing and Textile Workers Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Clothing Industry (Cape),

to amend the Knitting Division Agreement, published under Government Notice No. R. 1374 of 1 July 1983, as amended, extended, renewed and re-enacted by Government Notice Nos. R. 1262 of 22 June 1984, R. 2435 of 9 November 1984, R. 2669 of 7 December 1984, R. 1743 of 9 August 1985, R. 2336 of 14 November 1986, R. 254 of 6 February 1987, R. 2067 of 14 October 1988, R. 2455 of 2 December 1988, R. 2327 of 27 October 1989, R. 2529 of 17 November 1989, R. 2756 of 15 December 1989, R. 2086 of 31 August 1990 and R. 2867 of 7 December 1990, R. 1235 of 30 May 1991, R. 2511 of 4 September 1992 and R. 3103 of 13 November 1992.

(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 30 Junie 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 Wysigings-ooreenkoms gespesifiseer.

L. WESSELS,
Minister van Mannekrag.

OPMERKING

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, KAAP: BREI-AFDELING

Werkgewers wat nie lede is nie van enige van die werkgewers-organisasies wat partye by die Ooreenkoms hieronder is, se aandag word gevestig op—

(a) artikel 51 (3) van die Wet op Arbeidsverhoudinge, 1956, ingevolge waarvan aansoek by bogenoemde Nywerheidsraad gedoen kan word om vrystelling van almal of enige van die bepalings van die ooreenkoms wat deur die partye by die Raad aangegaan is en wat ingevolge die genoemde Wet bindend is; en

(b) artikel 51 (6) van genoemde Wet wat bepaal dat enige persoon wat veronreg voel deur enige beslissing van die Raad, te eniger tyd na die Minister van Mannekrag teen sodanige beslissing kan appelleer.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

OOREENKOMS VIR DIE BREI-AFDELING

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Cape Knitting Industry Association,
die

Cape Clothing Manufacturers' Association
en die

Garment Manufacturers' Association of the Western Cape

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

South African Clothing and Textile Workers Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap),

om die Ooreenkoms vir die Brei-afdeling gepubliseer by Goewermentskennisgewing No. R. 1374 van 1 Julie 1983, soos gewysig verleng, hernieu en herbekragtig by Goewermentskennisgewings Nos. R. 1262 van 22 Junie 1984, R. 2435 van 9 November 1984, R. 2669 van 7 Desember 1984, R. 1743 van 9 Augustus 1985, R. 2336 van 14 November 1986, R. 254 van 6 Februarie 1987, R. 2067 van 14 Oktober 1988, R. 2455 van 2 Desember 1988, R. 2327 van 27 Oktober 1989, R. 2529 van 17 November 1989, R. 2756 van 15 Desember 1989, R. 2086 van 31 Augustus 1990 en R. 2867 van 7 Desember 1990, R. 1235 van 30 Mei 1991, R. 2511 van 4 September 1992 en R. 3103 van 13 November 1992, te wysig.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this agreement shall be observed in the Knitting Division of the Clothing Industry—

(a) by the employers and the employees who are members of the employers' organisations and the trade union respectively;

(b) in the Magisterial Districts of The Cape, Wynberg, Simon's Town, Goodwood, Bellville, Somerset West, Strand, Malmesbury and George.

(2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall—

(a) only apply in respect of employees for whom wages are prescribed in this Agreement;

(b) not apply to employees and working directors whose wages are more than the amount referred to in clause (1) (2) (b) of the Main Agreement of the Council.

2. CLAUSE 23: TRADE UNION REPRESENTATIVES ON THE COUNCIL

Substitute the following for clause 23:

"Every employer shall give to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council: Provided that in establishments employing 5 or fewer employees, the trade union shall give the employer 5 days' written notice of its request for time off for its representative in terms of this clause."

3. CLAUSE 27: TRADE UNION SUBSCRIPTIONS

Substitute the following for subclause (1):

"(1) An employer shall deduct trade union subscriptions and levies weekly from the remuneration of trade union members on their written authorisation, other than where an exemption has been granted by the Industrial Council: Provided such monies have been determined in terms of the Union's Constitution. The employer shall forward such amounts so deducted to the Secretary of the Council, for transmission to the Union."

4. CLAUSE 33: SHOP STEWARDS

Substitute the following for subclauses (3) and (4):

"(3) Provided that an outline of each such training course has been lodged with the Industrial Council, and is available on request to any employer, shop stewards shall be entitled to two days' paid leave per annum per shop steward to attend shop stewards' training courses if such attendance falls within normal working hours.

(4) In addition to the leave granted in (3) above, shop stewards shall be eligible for and have access to further paid leave to attend to trade union duties. This additional leave shall be calculated at four days per annum per shop steward. At each establishment this additional leave shall be pooled and the shop stewards shall be entitled to use the additional leave so pooled to attend to trade union duties in any manner that the trade union deems fit: Provided that in establishments employing five or fewer employees, the trade union shall give the employer ten days' written notice of the activity for which it seeks time off in terms of this clause."

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Brei-afdeling van die Klerasienuwerheid nagekom word—

(a) deur die werkgewers en die werknemers wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is;

(b) in die landdrostdistrikte Die Kaap, Wynberg, Simonstad, Goodwood, Bellville, Somerset-Wes, Strand, Malmesbury en George.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms—

(a) slegs van toepassing ten opsigte van werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as die bedrag in klousule 1 (2) (b) van die Hofooreenkoms van die Raad bedoel.

2. KLOUSULE 23: VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Vervang klousule 23 deur die volgende:

"Elke werkgewer moet aan dié werknemers van hom wat verteenwoordigers in die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad te verrig: Met dien verstande dat in bedryfsinrigtings waar 5 of minder werknemers in diens is, die vakvereniging die werkgewer 5 dae vooruit skriftelik kennis moet gee van sy versoek om tyd vry, ingevolge hierdie klousule, vir sy verteenwoordiger."

3. KLOUSULE 27: VAKVERENIGINGLEDEGELD

Vervang subklousule (1) deur die volgende:

"(1) 'n Werkgewer moet elke week vakverenigingledegeld aftrek van die lone van vakvereniginglede wat skriftelik magtiging daartoe verleen het, behalwe in gevalle waar die Nywerheidsraad vrystelling daarvan verleen het: Met dien verstande dat genoemde gelde ingevolge die Unie se grondwet bepaal is. Die werkgewer moet die bedrae aldus afgetrek, aan die Sekretaris van die Nywerheidsraad stuur vir transmissie aan die vakvereniging."

4. KLOUSULE 33: WERKWINKELVERTEENWOORDIGERS

Vervang subklousules (3) en (4) deur die volgende:

"(3) Mits 'n sinopsis van elke opleidingskursus by die Nywerheidsraad ingedien is en op versoek beskikbaar is vir enige werkgewer, is werkwinkelverteenvoordigers geregtig op twee dae betaalde verlof per jaar per werkwinkelverteenvoordiger om opleidingskursusse vir werkwinkelverteenvoordigers by te woon waar genoemde bywoning binne normale werkure val.

(4) Benewens die verlof in (3) hierbo toegestaan, is werkwinkelverteenvoordigers geregtig op en het hulle toegang tot addisionele betaalde verlof om aan vakverenigungsverpligtinge te wy. Die betaalde verlof hiervolgens word bereken teen vier dae per jaar per werkwinkelverteenvoordiger. Die addisionele verlof aldus bereken, moet by elke bedryfsinrigting gepeel word en die werkwinkelverteenvoordigers is daarop geregtig om die gepeelde addisionele verlof te gebruik vir vakverenigungsverpligtinge op enige wyse wat die vakvereniging goed ag: Met dien verstande dat in bedryfsinrigtings waar 5 of minder werknemers in diens is, die vakvereniging die werkgewer 5 dae vooruit skriftelik kennis moet gee van sy versoek om tyd vry, ingevolge hierdie klousule, vir sy verteenwoordiger."

Signed at Salt River, on behalf of the parties, this 29th day of October 1992.

W. F. ALEXANDER,
Chairman of the Council.

C. E. McCARTHY,
Vice-Chairman of the Council.

J. N. VAUGHAN,
Secretary of the Council.

Namens die partye op hede die 29ste dag van Oktober 1992 te Soutrivier onderteken.

W. F. ALEXANDER,
Voorsitter van die Raad.

C. E. McCARTHY,
Ondervoorsitter van die Raad.

J. N. VAUGHAN,
Sekretaris van die Raad.

No. R. 3427

24 December 1992

CORRECTION NOTICE

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE: AMENDMENT OF AGREEMENT FOR THE COUNTRY AREAS

The following correction to Government Notice No. R. 3104 appearing in *Government Gazette* No. 14395 of 13 November 1992, is hereby published for general information:

1. In the Afrikaans text to the Schedule:

(a) 6. KLOUSULE 11: BETALING VIR OORTYDWERK EN WERK OP SATERDAE, SONDAE EN OPENBARE VAKANSIEDAE:

Substitute subclause 2 (b) (i) with the following subclause:

"(i) Alle werk meer as 4,25 uur of na 12:00 verrig teen dubbel 'n werknemer se uurloon vir elke uur of gedeelte van 'n uur aldus gewerk;"

2. In the English text to the Schedule:

(a) 6. CLAUSE 11: PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS:

Substitute subclause 2 (b) (i) with the following subclause:

"(i) All work performed in excess of 4,25 hours or after 12:00 at a rate of double an employee's hourly wage for every hour or part of an hour so worked;"

No. R. 3428

24 December 1992

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE: AMENDMENT OF AGREEMENT FOR THE COUNTRY AREAS

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading of this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

No. R. 3427

24 Desember 1992

VERBETERINGSKENNISGEWING

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP: WYSIGING VAN OOREENKOMS VIR DIE PLATTELANDSE GEBIEDE

Onderstaande verbetering aan Goewermementskennisgewing No. R. 3104 wat in *Staatskoerant* No. 14395 van 13 November 1992 verskyn, word hierby vir algemene inligting gepubliseer:

1. In die Afrikaanse teks van die Bylae:

(a) 6. KLOUSULE 11: BETALING VIR OORTYDWERK EN WERK OP SATERDAE, SONDAE EN OPENBARE VAKANSIEDAE:

Vervang subklousule 2 (b) (i) deur die volgende subklousule:

"(i) Alle werk meer as 4,25 uur of na 12:00 verrig teen dubbel 'n werknemer se uurloon vir elke uur of gedeelte van 'n uur aldus gewerk;"

2. In die Engelse teks van die Bylae:

(a) 6. CLAUSE 11: PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS:

Vervang subklousule 2 (b) (i) deur die volgende subklousule:

"(i) All work performed in excess of 4,25 hours or after 12:00 at a rate of double an employee's hourly wage for every hour or part of an hour so worked;"

No. R. 3428

24 Desember 1992

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP: WYSIGING VAN OOREENKOMS VIR DIE PLATTELANDSE GEBIEDE

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasie en die 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 30 June 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

L. WESSELS,
Minister of Manpower.

NOTE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, CAPE: COUNTRY AREAS

The attention of employers who are not members of the employers' organisation which is a party to the Agreement hereunder is drawn to—

(a) section 51 (3) of the Labour Relations Act 1956, in terms of which application may be made to the above-mentioned Industrial Council for exemption from all or any of the provisions of the agreement entered into by the parties to the Council and which is binding in terms of the said Act; and

(b) section 51 (6) of the said Act which provides that any person who feels aggrieved by any decision of the Council, may at any time appeal to the Minister of Manpower against such decision.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

AGREEMENT FOR THE COUNTRY AREAS

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Cape Clothing Manufacturers' Association

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

South African Clothing and Textile Workers Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Clothing Industry (Cape),

to amend the Agreement for the Country Areas, published under Government Notice No. R. 1375 of 1 July 1983, as amended, extended, renewed and re-enacted by Government Notices Nos. R. 2659 of 2 December 1983, R. 1261 of 22 June 1984, R. 1554 of 27 July 1984, R. 2436 of 9 November 1984, R. 2670 of 7 December 1984, R. 1744 of 9 August 1985, R. 2693 of 6 December 1985, R. 306 of 21 February 1986, R. 2367 of 14 November 1986, R. 252 of 6 February 1987, R. 2857 of 31 December 1987, R. 2068 of 14 October 1988, R. 2455 of 2 December 1988, R. 2328 of 27 October 1989, R. 2529 of 17 November 1989, R. 2087 of 31 August 1990, R. 2868 of 7 December 1990, R. 2355 of 21 August 1992, R. 2598 of 11 September 1992 and R. 3104 of 13 November 1992.

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalinge 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 30 Junie 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.

L. WESSELS,
Minister van Mannekrag.

OPMERKING

NYWERHIEDSRAAD VIR DIE KLERASIENYWERHEID, KAAP: PLATTELANDSE GEBIEDE

Werkgewers wat nie lede is van die werkgewers-organisasie wat 'n party by die Ooreenkoms hieronder is nie se aandag word gevestig op—

(a) artikel 51 (3) van die Wet op Arbeidsverhoudinge, 1956, ingevolge waarvan aansoek by bogenoemde Nywerheidsraad gedoen kan word om vrystelling van almal of enige van die bepalinge van die ooreenkoms wat deur die partye by die Raad aangegaan is en wat ingevolge die genoemde Wet bindend is; en

(b) artikel 51 (6) van genoemde Wet wat bepaal dat enige persoon wat veronreg voel deur enige beslissing van die Raad, te eniger tyd na die Minister van Mannekrag teen sodanige beslissing kan appelleer.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

OOREENKOMS VIR DIE PLATTELANDSE GEBIEDE

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Cape Clothing Manufacturers' Association

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

South African Clothing and Textile Workers Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap),

tot wysiging van die Ooreenkoms vir die Plattelandse Gebiede, gepubliseer by Goewermentskennisgewing No. R. 1375 van 1 Julie 1983, soos gewysig, verlang hernieu en herbekragtig by Goewermentskennisgewings Nos. R. 2659 van 2 Desember 1983, R. 1261 van 22 Junie 1984, R. 1554 van 27 Julie 1984, R. 2436 van 9 November 1984, R. 2670 van 7 Desember 1984, R. 1744 van 9 Augustus 1985, R. 2693 van 6 Desember 1985, R. 306 van 21 Februarie 1986, R. 2367 van 14 November 1986, R. 252 van 6 Februarie 1986, R. 2857 van 31 Desember 1987, R. 2068 van 14 Oktober 1988, R. 2455 van 2 Desember 1988, R. 2328 van 27 Oktober 1989, R. 2529 van 17 November 1989, R. 2087 van 31 Augustus 1990, R. 2868 van 7 Desember 1990, R. 2355 van 21 Augustus 1992, R. 2598 van 11 September 1992 en R. 3104 van 13 November 1992.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Clothing Industry—

(a) by the employers and employees who are members of the employers' organisations and the trade union, respectively;

(b) in the Magisterial District of George. (355)

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) only apply in respect of employees for whom wages are prescribed in this Agreement;

(b) not apply to employees and working directors whose wages exceed R22 256 per annum;

(c) not apply to employers and employees engaged or employed in the Knitting Division.

2. CLAUSE 23: TRADE UNION REPRESENTATIVES ON THE COUNCIL

Substitute the following for clause 23:

"Every employer shall give to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council: Provided that in establishments employing 5 or fewer employees, the trade union shall give the employer 5 days written notice of its request for time off for its representative in terms of this clause."

3. CLAUSE 27: TRADE UNION SUBSCRIPTIONS

Substitute the following for subclause (1):

"(1) An employer shall deduct trade union subscriptions and levies weekly from the remuneration of trade union members on their written authorisation, other than where an exemption has been granted by the Industrial Council: Provided such monies have been determined in terms of the Union's Constitution. The employer shall forward such amounts so deducted to the Secretary of the Council, for transmission to the Union."

Signed at Salt River, on behalf of the parties, this 29th day of October 1992.

W. F. ALEXANDER,
Chairman of the Council.

C. E. McCARTHY,
Vice-Chairman of the Council.

J. N. VAUGHAN,
Secretary of the Council.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Klerasienywerheid nagekom word—

(a) deur die werkgewers en die werknemers wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is;

(b) in die landdrosdistrik George.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) slegs van toepassing op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer as R22 256 per jaar bedra;

(c) nie van toepassing nie op werkgewers en werknemers wat betrokke is by of in diens is in die Brei-afdeling.

2. KLOUSULE 23: VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Vervang klousule 23 deur die volgende:

"Elke werkgewer moet aan dié werknemers van hom wat verteenwoordigers in die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad te verrig: Met dien verstande dat in bedryfsinrigtings waar 5 of minder werknemers in diens is, die vakvereniging die werkgewer 5 dae vooruit skriftelik kennis moet gee van sy versoek om tyd vry, ingevolge hierdie klousule, vir sy verteenwoordiger."

3. KLOUSULE 27: VAKVERENIGINGLEDGELD

Vervang subklousule (1) deur die volgende:

"(1) 'n Werkgewer moet elke week vakverenigingledegeld aftrek van die lone van vakvereniginglede wat skriftelik magtiging daartoe verleen het, behalwe in gevalle waar die Nywerheidsraad vrystelling daarvan verleen het: Met dien verstande dat genoemde gelde ingevolge die Unie se grondwet bepaal is. Die werkgewer moet die bedrae aldus afgetrek, aan die Sekretaris van die Nywerheidsraad stuur vir transmissie aan die vakvereniging."

Namens die partye op hede die 29ste dag van Oktober 1992 te Soutrivier onderteken.

W. F. ALEXANDER,
Voorsitter van die Raad.

C. E. McCARTHY,
Ondervoorsitter van die Raad.

J. N. VAUGHAN,
Sekretaris van die Raad.

No. R. 3429

24 December 1992

CORRECTION NOTICE

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE: RE-ENACTMENT OF MAIN AGREEMENT

The following corrections to Government Notice No. R. 3106 appearing in *Government Gazette* No. 14395 of 13 November 1992, is hereby published for general information:

1. In the Afrikaans text to the Schedule:

(a) Substitute the expression "Garment Manufacturers' Association of the Western Cape" for the expression "Garment Manufacturers' Association" where it appears in the preamble to the Schedule.

No. R. 3429

24 Desember 1992

VERBETERINGSKENNISGEWING

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP: HERBEKRAGTING VAN HOOFOOREENKOMS

Onderstaande verbeterings aan Goewermementskennisgewing No. R. 3106 wat in *Staatskoerant* No. 14395 van 13 November 1992 verskyn, word hierby vir algemene inligting gepubliseer:

1. In die Afrikaanse teks van die Bylae:

(a) Vervang die uitdrukking "Garment Manufacturers' Association" met die uitdrukking "Garment Manufacturers' Association of the Western Cape" waar dit in die aanhef tot die Bylae voorkom.

(b) 10. KLOUSULE 15: JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING

Voeg die volgende subklousule (2) na subklousule (1) by:

"(2) Skrap subklousule 2 (g)."

2. In die Engelse teks van die Bylae:

(a) Vervang die uitdrukking "Garment Manufacturers' Association" met die uitdrukking "Garment Manufacturers' Association of Western Cape" waar dit in die aanhef tot die Bylae voorkom.

(b) 6. CLAUSE 3: DEFINITIONS

In subklousule (2) van die Engelse teks, vervang die woordskrywing van 'trade union funds' met die volgende woordskrywing:

" 'trade union funds' shall, without limiting the generality of its meaning, include trade union subscriptions and levies;".

(c) 10. CLAUSE 15: ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

Voeg die volgende subklousule (2) na subklousule (1) by:

"(2) Delete subclause 2 (g)."

No. R. 3430

355

24 December 1992

LABOUR RELATIONS ACT, 1956**CLOTHING INDUSTRY, CAPE: AMENDMENT OF THE MAIN AGREEMENT**

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading of this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

L. WESSELS,
Minister of Manpower.

(b) 10. KLOUSULE 15: JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING

Insert the following subclause (2) after subclause (1):

"(2) Skrap subklousule 2 (g)."

2. In the English text to the Schedule:

(a) Substitute the expression "Garment Manufacturers' Association" of the Western Cape" for the expression Garment Manufacturers Association" where it appears in the preamble to the Schedule.

(b) 6. CLAUSE 3: DEFINITIONS

In subclause (2) of the English text, substitute the definition of 'trade union funds' for the following definition:

" 'trade union funds' shall, without limiting the generality of its meaning, include trade union subscriptions and levies;".

(c) 10. CLAUSE 15: ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

Insert the following subclause (2) after subclause (1):

"(2) Delete subclause 2 (g)."

No. R. 3430

24 Desember 1992

WET OP ARBEIDSVERHOUDINGE, 1956**KLERASIENYWERHEID, KAAP: WYSIGING VAN DIE 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 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die 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 30 Junie 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.

L. WESSELS,
Minister van Mannekrag.

NOTE**INDUSTRIAL COUNCIL FOR THE CLOTHING
INDUSTRY, CAPE**

The attention of employers who are not members of any of the employers' organisations which are parties to the Agreement hereunder is drawn to—

(a) section 51 (3) of the Labour Relations Act, 1956, in terms of which application may be made to the above-mentioned Industrial Council for exemption from all or any of the provisions of the agreement entered into by the parties to the Council and which is binding in terms of the said Act; and

(b) section 51 (6) of the said Act which provides that any person who feels aggrieved by any decision of the Council, may at any time appeal to the Minister of Manpower against such decision.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE CLOTHING
INDUSTRY (CAPE)****MAIN AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Cape Clothing Manufacturers' Association

the

Cape Knitting Industry Association

and the

**Garment Manufacturers' Association of the
Western Cape**

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

South African Clothing and Textile Workers' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Clothing Industry (Cape).

to amend the Main Agreement published under Government Notice R. 1373 of 1 July 1983, as amended re-enacted extended and renewed by Government Notices R. 2658 of 2 December 1983, R. 1260 of 22 June 1984, R. 1553 of 27 July 1984, R. 2433 of 9 November 1984, R. 2668 of 7 December 1984, R. 1742 of 9 August 1985, R. 2692 of 6 December 1985, R. 305 of 21 February 1986, R. 2333 of 14 November 1986, R. 251 of 6 February 1987, R. 2810 of 18 December 1987, R. 2066 of 14 October 1988, R. 2455 of 2 December 1988, R. 2326 of 27 October 1989, R. 2529 of 17 November 1989, R. 2755 of 15 December 1989, R. 2085 of 31 August 1990, R. 2865 of 7 December 1990, R. 1233 of 30 May 1991, R. 478 of 14 February 1992, R. 2059 of 14 September 1992 and R. 3106 of 13 November 1992.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Clothing Industry—

(a) by the employers and the employees who are members of the employers' organisations and the trade union, respectively;

OPMERKING**NYWERHEIDSRAAD VIR DIÉ KLERASIENYWER-
HEID, KAAP**

Werkgewers wat nie lede is van die werkgewersorganisasies wat partye by die Ooreenkoms hieronder is nie, se aandag word gevestig op—

(a) artikel 51 (3) van die Wet op Arbeidsverhoudinge, 1956, ingevolge waarvan aansoek by bogenoemde Nywerheidsraad gedoen kan word om vrystelling van almal of enige van die bepalings van die ooreenkoms wat deur die partye by die Raad aangegaan is en wat ingevolge die genoemde Wet bindend is; en

(b) artikel 51 (6) van genoemde Wet wat bepaal dat enige persoon wat veronreg voel deur enige beslissing van die Raad, te eniger tyd na die Minister van Mannekrag teen sodanige beslissing kan appelleer.

BYLAE**NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(KAAP)****HOOFOOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit en aangegaan tussen die

Cape Clothing Manufacturers' Association,

die

Cape Knitting Industry Association

en die

**Garment Manufacturers' Association of the
Western Cape**

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

South African Clothing and Textile Workers' Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap).

om die Hoofooreenkoms gepubliseer by Goewermmentskennisgewing R. 1373 van 1 Julie 1983, soos gewysig herbekragtig verleng en hernieu deur Goewermmentskennisgewing R. 2658 van 2 Desember 1983, R. 1260 van 22 Junie 1984, R. 1553 van 27 Julie 1984, R. 2433 van 9 November 1984, R. 2668 van 7 Desember 1984, R. 1742 van 9 Augustus 1985, R. 2692 van 6 Desember 1985, R. 305 van 21 Februarie 1986, R. 2333 van 14 November 1986, R. 251 van 6 Februarie 1987, R. 2810 van 18 Desember 1987, R. 2066 van 14 Oktober 1988, R. 2455 van 2 Desember 1988, R. 2326 van 27 Oktober 1989, R. 2529 van 17 November 1989, R. 2755 van 15 Desember 1989, R. 2085 van 31 Augustus 1990, R. 2865 van 7 Desember 1990, R. 1233 van 30 Mei 1991, R. 478 van 14 Februarie 1992, R. 2059 van 14 September 1992 en R. 3106 van 13 November 1992, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Klerasienywerheid nagekom word—

(a) deur die werkgewers en die werknemers wat lede van onderskeidelik die werkgewersorganisasies en die vakvereniging is;

(b) in the Magisterial Districts of—

(i) The Cape, Simon's Town, Goodwood, Bellville, Somerset West and Strand by employers and employees who are engaged in or employed on the operations referred to in paragraphs (a) and/or (b) of the definition "Clothing Industry" in clause 3 of the Agreement published under Government Notice No. R. 1373 of 1 July 1983;

(ii) Wynberg by employers and employees who are engaged in or employed on the operations referred to in paragraphs (a) and/or (b) and/or (c) of the definition "Clothing Industry" in clause 3 of the Agreement published under Government Notice No. R. 1373 of 1 July 1983; and

(iii) Malmesbury and Moorreesburg by employers and employees who are engaged in or employed on the operations referred to in paragraphs (a) (excluding belts made from leather or synthetic material) and/or (b) of the definition "Clothing Industry" in clause 3 of the Agreement published under Government Notice No. R. 1373 of 1 July 1983.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) apply only in respect of employees for whom wages are prescribed in the Agreement published under Government Notice No. R. 1373 of 1 July 1983, as amended from time to time;

(b) not apply to employees and working directors whose wages are more than R22 256 per annum;

(c) not apply to employers and employees engaged or employed in the Knitting Division.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in force for the period ending 30 June 1993 or for such period as may be determined by him.

3. CLAUSE 23: TRADE UNION REPRESENTATIVES ON THE COUNCIL

Substitute the following for clause 23:

"Every employer shall give to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council: Provided that in establishments employing 5 or fewer employees, the trade union shall give the employer 5 days' written notice of its request for time off for its representative in terms of this clause."

4. CLAUSE 27: TRADE UNION SUBSCRIPTIONS

Substitute the following for subclause (1):

"(1) An employer shall deduct trade union subscriptions and levies weekly from the remuneration of trade union members on their written authorisation, other than where an exemption has been granted by the Industrial Council: Provided such monies have been determined in terms of the Union's Constitution. The employer shall forward such amounts so deducted to the Secretary of the Council, for transmission to the Union."

5. CLAUSE 33: SHOP STEWARDS

Substitute the following for subclauses (3) and (4):

"(3) Provided that an outline of each such training course has been lodged with the Industrial Council, and is available on request to any employer, shop stewards shall be entitled to two days' paid leave per annum per shop steward to attend shop stewards' training courses if such attendance falls within normal working hours.

(b) in die landdrosdistrikte—

(i) Die Kaap, Simonstad, Goodwood, Bellville, Somerset Wes en Strand deur werkgewers en werknemers wat betrokke is by of in diens is vir die werksaamhede bedoel in paragrawe (a) en/of (b) van die omskrywing "Klerasienywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983;

(ii) Wynberg deur werkgewers en werknemers wat betrokke is by of in diens is vir die werksaamhede bedoel in paragrawe (a) en/of (b) en/of (c) van die omskrywing "Klerasienywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983; en

(iii) Malmesbury en Moorreesburg deur werkgewers en werknemers wat betrokke is by of in diens is vir die werksaamhede bedoel in paragrawe (a) (uitgesonderd lyfbande wat van leer of van sintetiese materiaal gemaak word) en/of (b) van die omskrywing "Klerasienywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms—

(a) van toepassing slegs op werknemers vir wie lone voorgeskryf word in die ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983, soos van tyd tot tyd gewysig;

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedrae as R22 256 per jaar;

(c) nie van toepassing nie op werkgewers en werknemers wat betrokke is by of in diens is in die Brei-afdeling.

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 1993 of vir die tydperk wat hy bepaal.

3. KLOUSULE 23: VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Vervang klousule 23 deur die volgende:

"Elke werkgewer moet aan dié werknemers van hom wat verteenwoordigers in die Raad, is alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad te verrig: Met dien verstande dat in bedryfsinrigtings waar 5 of minder werknemers in dien is, die vakvereniging die werkgewer 5 dae vooruit skriftelik kennis moet gee van sy versoek om tyd vry, ingevolge hierdie klousule, vir sy verteenwoordiger."

4. KLOUSULE 27: VAKVERENIGINGLEDEGELD

Vervang subklousule (1) deur die volgende:

"(1) 'n Werkgewer moet elke week vakverenigingledegeld aftrek van die lone van vakvereniginglede wat skriftelik magtiging daartoe verleen het, behalwe in gevalle waar die Nywerheidsraad vrystelling daarvan verleen het: Met dien verstande dat genoemde gelde ingevolge die Unie se grondwet bepaal is. Die werkgewer moet die bedrae aldus afgetrek, aan die Sekretaris van die Nywerheidsraad stuur vir transmissie aan die vakvereniging."

5. KLOUSULE 33: WERKWINKELVERTEENWOORDIGERS

Vervang subklousules (3) en (4) met die volgende:

"(3) Mits 'n sinopsis van elke opleidingskursus by die Nywerheidsraad ingedien is en op versoek beskikbaar is vir enige werkgewer, is werkwinkelverteenwoordigers geregtig op twee dae betaalde verlof per jaar per werkwinkelverteenwoordiger om opleidingskursusse vir werkwinkelverteenwoordigers by te woon waar genoemde bywoning binne normale werkure val.

(4) In addition to the leave granted in (3) above, shop stewards shall be eligible for and have access to further paid leave to attend to trade union duties. This additional leave shall be calculated at four days per annum per shop steward. At each establishment this additional leave shall be pooled and the shop stewards shall be entitled to use the additional leave so pooled to attend to trade union duties in any manner that the trade union deems fit: Provided that in establishments employing five or fewer employees, the trade union shall give the employer ten days' written notice of the activity for which it seeks time off in terms of this clause."

Signed at Salt River, on behalf of the parties, this 29th day of October 1992.

W. F. ALEXANDER,
Chairman of the Council.

C. E. McCARTHY,
Vice-Chairman of the Council.

J. N. VAUGHAN,
Secretary of the Council.

(4) Benewens die verlof in (3) hierbo toegestaan, is werkwinkelverteenwoordigers geregtig op en het hulle toegang tot addisionele betaalde verlof om aan vakverenigingverplichtinge te wy. Die betaalde verlof hiervolgens word bereken teen vier dae per jaar per werkwinkelverteenwoordiger. Die addisionele verlof aldus bereken, moet by elke bedryfsinrigting gepoel word en die werkwinkelverteenwoordigers is daarop geregtig om die gepoelde addisionele verlof te gebruik vir vakverenigingverplichtinge op enige wyse wat die vakvereniging goed ag: Met dien verstande dat in bedryfsinrigtings waar 5 of minder werknemers in diens is, die vakvereniging die werkgewer 5 dae vooruit skriftelik kennis moet gee van sy versoek om tyd vry, ingevolge hierdie klousule, vir sy verteenwoordiger."

Namens die partye op hede die 29ste dag van Oktober 1992 te Soutrivier onderteken.

W. F. ALEXANDER,
Voorsitter van die Raad.

C. E. McCARTHY,
Ondervoorsitter van die Raad.

J. N. VUAGHAN,
Sekretaris van die Raad.

No. R. 3407

24 December 1992

**FOODSTUFFS, COSMETICS AND DISINFECTANTS
ACT, 1972 (ACT No. 54 OF 1972)**

ENFORCEMENT BY LOCAL AUTHORITIES

I, Elizabeth Hendrina Venter, Minister of National Health, hereby authorise under section 23 (1) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), the undermentioned local authorities to enforce the relevant provisions of the said Act within their respective areas of jurisdiction and through their duly authorized officers:

1. Municipality of Ventersburg.
2. Municipality of Klawer.
3. Municipality of Edenville.

E. H. VENTER,
Minister of National Health.

**DEPARTMENT OF NATIONAL
HEALTH AND POPULATION
DEVELOPMENT**

No. R. 3408

24 December 1992

**FOODSTUFFS, COSMETICS AND DISINFECTANTS
ACT, 1972 (ACT No. 54 OF 1972)**

**REGULATIONS RELATING TO ANTI-CAKING
AGENTS AND THE AMOUNTS THEREOF THAT
MAY BE USED IN FOODSTUFFS: AMENDMENT**

The Minister of National Health has, in terms of section 15 (1) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), made the regulations contained in the Schedule hereto:

No. R. 3407

24 Desember 1992

**WET OP VOEDINGSMIDDELS, SKOONHEIDSMID-
DELS EN ONTSMETTINGSMIDDELS, 1972 (WET
No. 54 VAN 1972)**

TOEPASSING DEUR PLAASLIKE BESTURE

Ek, Elizabeth Hendrina Venter, Minister van Nasionale Gesondheid, magtig hierby kragtens artikel 23 (1) van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), ondergenoemde plaaslike besture om binne hul onderskeie regsgebiede en deur middel van hul behoorlik gemagtigde beamptes die toepaslike bepalings van genoemde Wet uit te voer:

1. Munisipaliteit van Ventersburg.
2. Munisipaliteit van Klawer.
3. Munisipaliteit van Edenville.

E. H. VENTER,
Minister van Nasionale Gesondheid.

**DEPARTEMENT VAN NASIONALE
GESONDHEID EN BEVOLKINGS-
ONTWIKKELING**

No. R. 3408

24 Desember 1992

**WET OP VOEDINGSMIDDELS, SKOONHEIDSMID-
DELS EN ONTSMETTINGSMIDDELS, 1972 (WET
No. 54 VAN 1972)**

**REGULASIES BETREFFENDE ANTI-KOEKMIDDELS
EN DIE HOEVEELHEDE DAARVAN WAT IN VOE-
DINGSMIDDELS GEBRUIK MAG WORD: WYSIGING**

Die Minister van Nasionale Gesondheid het kragtens artikel 15 (1) van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), die regulasies vervat in die Bylae hiervan, uitgevaardig:

Cosatu gives backing to exemptions

S (Times) B455
COSATU has joined hands with business to endorse proposals which will allow small businesses to apply for exemption from industrial council regulations.

The move is seen as a major concession to small businesses by Cosatu and reflects the organisation's concern over declining employment and the impact of regulations on small enterprises.

The cost of complying with industrial council agreements is cited as a major reason for manufacturing industries' inability to create new jobs.

Under existing law, businesses may apply to the Minister of Manpower for exemption from industrial council agreements, a procedure which is both time-consuming and bureaucratic.

The proposed law would allow industrial councils to grant exemptions to small businesses and simplify the procedure for application. The proposal was drafted by the National Manpower Commission (NMC), which included representatives of labour and business.

The proposed law stopped short of granting small busi-

27/12/92
nesses a blanket exemption from industrial council agreements, but the NMC suggests that a clause be inserted in all industrial council agreements which would allow businesses to establish levels of remuneration and conditions of employment which do not restrict "entrepreneurial initiative and employment opportunities".

Only "micro businesses" — defined as those employing fewer than five people with a turnover of less than R250 000 — are to be granted exemption. The draft law proposes amendments to the Labour Relations Act, Unemployment Insurance, Machinery and Occupational Safety and Workmen's Compensation Acts to make compliance easier without exempting small businesses.

Benefits

According to Frans Barker, chairman of the NMC, the number of industrial councils declined from 104 in 1981 to 91 in 1990, while the number of employees covered by industrial council agreements declined from 1,27-million in 1981 to 800 000 in 1990.

Industrial councils regulate conditions of employment, minimum wages and other employee benefits while providing mechanisms for resolving disputes. They have been criticised for lack of flexibility and the inability of members to apply for exemption on economic grounds.

Companies such as Iscor, Alusaf, Highveld Steel and Usko are exempted from the National Industrial Council for the Iron, Steel Engineering and Metallurgical Industries, whereas micro-businesses are not.

"If large businesses are exempted from these agreements then I would like to know why small and medium-sized businesses have not been given the same right," says Jan van Rensburg, general manager, legal and administrative services, at the Small Business Development Corporation.

An Iscor spokesman says all exempted companies have their own house agreements.

"On balance, however, you will find that the conditions of employment enjoyed by employees of exempted companies compare with those covered by the industrial council agreements."