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GOVERNMENT GAZETTE

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN FINANSIES

No. R. 1465 18 Julie 1980

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/701)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

P. T. C. DU PLESSIS, Adjunk-minister van Finansies.

GOVERNMENT NOTICES

DEPARTMENT OF FINANCE

No. R. 1465 18 July 1980

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/701)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

P. T. C. DU PLESSIS, Deputy Minister of Finance.

BYLAE

I Tariefpos	II Statistiese Eenheid	III IV Skaal van Reg	
		Algemeen	M.B.N.
82.03 Deur subpos No. 82.03.45 deur die volgende te vervang: „82.03.45 Vyle en raspers: .10 Met 'n lengte van hoogstens 135 mm .20 Met 'n lengte van meer as 135 mm	getal getal	3% 15%”	

Opmerking.—Die uitwerking van hierdie kennisgewing is dat die skaal van reg op vyle en raspers met 'n lengte van meer as 135 mm van 3% na 15% verhoog word.

SCHEDULE

I Tariff Heading	II Statistical Unit	III IV Rate of Duty	
		General	M.F.N.
82.03 By the substitution for subheading No. 82.03.45 of the following: “82.03.45 Files and rasps: .10 Of a length not exceeding 135 mm .20 Of a length exceeding 135 mm	no. no.	3% 15%”	

Note.—The effect of this notice is that the rate of duty on files and rasps of a length exceeding 135 mm is increased from 3% to 15%.

No. R. 1466

18 Julie 1980

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/702)

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P. T. C. DU PLESSIS, Adjunk-minister van Finansies.

No. R. 1466

18 July 1980

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/702)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

P. T. C. DU PLESSIS, Deputy Minister of Finance.

BYLAE

I Tariefpos	II Statistiese eenheid	III Skaal van Reg		IV
		Algemeen	M.B.N.	
85.21 Deur tariefpos No. 85.21 deur die volgende te vervang: „85.21 Termioniese, kouekatode- en fotokatodebuis en -lampe (met inbegrip van damp- of gasgevulde buis en lampe, katodestraalbuis, televisiekamerabuis en kwikbooggelyktriserbuis en -lampe); fotoselle; gemonteerde piëso-elektriese kristalle; diodes, transistors en dergelike halfgeleiertoeestelle; ligstralende diodes; elektroniese mikrokringe:				
85.21.20 Termioniese, kouekatode- en fotokatodebuis en -lampe:				
.10 Beeldbuis van 'n soort in televisie-ontvangstoestelle gebruik	getal	100% of 25 000c elk		
.20 Radio-, radar- en televisiebuis en -lampe (uitgesonderd beeldbuis van 'n soort in televisie-ontvangstoestelle gebruik)	getal	12,5%		
.90 Ander	getal	5%		
85.21.30 Fotoselle	getal	20%		
85.21.35 Gemonteerde piëso-elektriese kristalle:				
.10 Van kwarts	getal	25% of 120c elk		
.90 Ander	getal	5%		
85.21.40 Diodes, transistors en dergelike halfgeleiertoeestelle:				
.10 Diodes	getal	5%		
.20 Transistors, met 'n waarde vir belastingdoeleindes van hoogstens 12c elk	getal	10c elk min 50%		
.30 Transistors, met 'n waarde vir belastingdoeleindes van meer as 12c elk	getal	30% met 'n maksimum van 6c elk plus 5%		
.40 Ongemonteerde transistorelemente, met inbegrip van onverdeelde skywe		5%		
.90 Ander	getal	5%		
85.21.45 Ligstralende diodes	getal	5%		
85.21.50 Elektroniese mikrokringe soos omskryf in Opmerking 5 by hierdie Hoofstuk	getal	vry		
85.21.80 Onderdele		5%”		

Opmerking.—Tariefpos No. 85.21 word herskryf en spesifieke voorsiening, teen 'n skaal van reg van 5%, word gemaak vir alle onderdele wat by hierdie pos ressorteer.

SCHEDULE

I Tariff Heading	II Statistical unit	III Rate of Duty		IV
		General	M.F.N.	
85.21 By the substitution for tariff heading No. 85.21 of the following „85.21 Thermionic, cold cathode and photo-cathode valves and tubes (including vapour or gas filled valves and tubes, cathode-ray tubes, television camera tubes and mercury arc rectifying valves and tubes); photocells; mounted piezo-electric crystals; diodes, transistors and similar semiconductor devices; light emitting diodes; electronic microcircuits:				
85.21.20 Thermionic, cold cathode and photo-cathode valves and tubes:				
.10 Picture tubes of a kind used in television receiving sets	no.	100% or 25 000c each		

I Tariff Heading	II Statistical unit	III Rate of Duty		IV
		General	M.F.N.	
.20 Radio, radar and television valves and tubes (excluding picture tubes of a kind used in television receiving sets)	no.	12,5%		
.90 Other	no.	5%		
85.21.30 Photocells	no.	20%		
85.21.35 Mounted piezo-electric crystals:				
.10 Of quartz	no.	25% or 120c each		
.90 Other	no.	5%		
85.21.40 Diodes, transistors and similar semi-conductor devices:				
.10 Diodes	no.	5%		
.20 Transistors, of a value for duty purposes not exceeding 12c each	no.	10c each less 50%		
.30 Transistors, of a value for duty purposes exceeding 12c each	no.	30% with a maximum of 6c each plus 5%		
.40 Unmounted transistor elements, including undiced discs		5%		
.90 Other	no.	5%		
85.21.45 Light emitting diodes	no.	5%		
85.21.50 Electronic microcircuits as defined in Note 5 to this Chapter	no.	free		
85.21.80 Parts		5%"		

Note.—Tariff heading No. 85.21 is restated and specific provision, at a rate of duty of 5%, is made for all parts falling within this heading.

No. R. 1469

18 Julie 1980

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 6 (No. 6/110)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 6 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

P. T. C. DU PLESSIS, Adjunk-minister van Finansies.

No. R. 1469

18 July 1980

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 6 (No. 6/110)

Under section 75 of the Customs and Excise Act, 1964; Schedule 6 to the said Act is hereby amended to the extent set out in the Schedule hereto.

P. T. C. DU PLESSIS, Deputy Minister of Finance.

BYLAE

I Item	II Tariefitem en Beskrywing	III Mate van Korting	IV Mate van Terugbetaling
607.04.10	Deur na paragraaf (11) van tariefitem 104.20 die volgende in te voeg: „(12) As 'n tekstielkleurstoffikseermiddel, na denaturering ooreenkomstig 'n formule deur die Kommissaris goedgekeur	Volle reg"	

Opmerking.—Voorsiening word gemaak vir 'n volle korting op aksynsreg op skoon spiritus geklaar vir gebruik as 'n tekstielkleurstoffikseermiddel na denaturering ooreenkomstig 'n formule deur die Kommissaris van Doeane en Aksyns goedgekeur.

SCHEDULE

I Item	II Tariff Item and Description	III Extent of Rebate	IV Extent of Refund
607.04.10	By the insertion after paragraph (11) of tariff item 104.20 of the following: „(12) As a textile dye fixative, after being denatured in accordance with a formula approved by the Commissioner	Full duty"	

Note.—Provision is made for a rebate of the full excise duty on plain spirits entered for use as a textile dye fixative after being denatured in accordance with a formula approved by the Commissioner for Customs and Excise.

No. R. 1467 18 Julie 1980
DOEANE- EN AKSYNSWET, 1964
WYSIGING VAN BYLAE 3 (No. 3/633)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 3 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

P. T. C. DU PLESSIS, Adjunk-minister van Finansies.

No. R. 1467 18 July 1980
CUSTOMS AND EXCISE ACT, 1964
AMENDMENT OF SCHEDULE 3 (No. 3/633)

Under section 75 of the Customs and Excise Act, 1964, Schedule 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

P. T. C. DU PLESSIS, Deputy Minister of Finance.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
311.01 311.02	Deur tariefposte Nos. 53.06, 56.05, 63.01 en 63.02 te skrap. Deur tariefpos No. 63.01 deur die volgende te vervang: „53.06 Oorskietgarings van gekaarde skaap- of lamwol (kaardgaring), vir die herwinning van vesels 56.05 Oorskietgarings van gefabriseerde vesels (diskontinu of afval), vir die herwinning van vesels 63.01 Ou klerasie en ander ou tekstielartikels, vir die herwinning van vesels 63.02 Lappe, nuut of gebruik, vir die herwinning van vesels	Volle reg Volle reg Volle reg Volle reg"

Opmerking.—Die voorsienings vir 'n korting op reg op oorskietgarings van gekaarde skaap- of lamwol, oorskietgarings van gefabriseerde vesels (diskontinu of afval), op ou klerasie en ander ou tekstielartikels en op nuwe of gebruikte lappe, vir die herwinning van vesels, word van item 311.01 na item 311.02 oorgeplaas.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
311.01 311.02	By the deletion of tariff headings Nos. 53.06, 56.05, 63.01 and 63.02. By the substitution for tariff heading No. 63.01 of the following: “53.06 Left-over yarns of carded sheep's or lambs' wool (woollen yarn), for the recovery of fibres 56.05 Left-over yarns of man-made fibres (discontinuous or waste), for the recovery of fibres 63.01 Old clothing and other old textile articles, for the recovery of fibres 63.02 Rags, new or used, for the recovery of fibres	Full duty Full duty Full duty Full duty"

Note.—The provisions for a rebate of duty on left-over yarns of carded sheep's or lambs' wool, left-over yarns of man-made fibres (discontinuous or waste), on old clothing and other old textile articles and on new or used rags, for the recovery of fibres, are transferred from item 311.01 to item 311.02.

No. R. 1468 18 Julie 1980
DOEANE- EN AKSYNSWET, 1964
WYSIGING VAN BYLAE 5 (No. 5/98)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 5 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

P. T. C. DU PLESSIS, Adjunk-minister van Finansies.

No. R. 1468 18 July 1980
CUSTOMS AND EXCISE ACT, 1964
AMENDMENT OF SCHEDULE 5 (No. 5/98)

Under section 75 of the Customs and Excise Act, 1964, Schedule 5 to the said Act is hereby amended to the extent set out in the Schedule hereto.

P. T. C. DU PLESSIS, Deputy Minister of Finance.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Teruggawe
508.01	Deur tariefpos No. 59.08 deur die volgende te vervang: „59.08 (1) Tekstielstowwe bestryk, bedek of gelamelleer met uitgesette of skuimkunsplastiekstof, gebruik by die vervaardiging van handsakke (2) Tekstielstowwe bestryk met poliuretaan, gebruik by die vervaardiging van rugsakke 83.09 Toebehore, van onedelmetaal, gebruik by die vervaardiging van rugsakke	Volle reg Volle reg Volle reg”
517.04	Deur die opskrif van die item deur die volgende te vervang: „Valkermse en onderdele daarvan en bybehoorsels daarby” Deur na tariefpos No. 59.02 die volgende in te voeg: „59.08 Tekstielstowwe bestryk met poliuretaan, gebruik by die vervaardiging van valskermharnasse Deur na tariefpos No. 73.35 die volgende in te voeg: „83.09 Toebehore, van onedelmetaal, gebruik by die vervaardiging valskermharnasse	Volle reg” Volle reg”

Opmerking.—Voorsiening word gemaak vir 'n teruggawe van die volle reg op tekstielstowwe bestryk met poliuretaan en op onedelmetaaltoehore vir die vervaardiging van rugsakke en vir die vervaardiging van valskermharnasse, vir uitvoer.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Drawback
508.01	By the substitution for tariff heading No. 59.08 of the following: “59.08 (1) Textile fabrics coated, covered or laminated with expanded or foam artificial plastic material, used in the manufacture of handbags (2) Textile fabrics coated with polyurethane, used in the manufacture of rucksacks 83.09 Fittings, of base metal, used in the manufacture of rucksacks	Full duty Full duty Full duty”
517.04	By the substitution for the heading of the item of the following: “Parachutes and parts thereof and accessories thereto” By the insertion after tariff heading No. 59.02 of the following: “59.08 Textile fabrics coated with polyurethane, used in the manufacture of parachute harnesses By the insertion after tariff heading No. 73.35 of the following: „83.09 Fittings, of base metal, used in the manufacture of parachute harnesses	Full duty” Full duty”

Note.—Provision is made for a drawback of the full duty on textile fabrics coated with polyurethane and on base metal fittings, for the manufacture of rucksacks and for the manufacture of parachute harnesses, for export.

No. R. 1490

18 Julie 1980

BEPALINGS VAN TARIEFINDELING EN VERSTREKKING DAARVAN OP KLARINGSBRIEWE (LYS TAR/15)

Die volgende wysigings van bepalinge word kragtens artikel 47 (9) van die Doean- en Aksynswet, 1964 (Wet 91 van 1964), gepubliseer.

D. ODENDAL, Kommissaris van Doean en Aksyns.

Opmerking.—Lys TAR/14 is in Goewermentskennisgewing R. 1472 van 18 Julie 1980 gepubliseer.

No. R. 1490

18 July 1980

DETERMINATIONS OF TARIFF CLASSIFICATION AND FURNISHING THEREOF ON BILLS OF ENTRY (LIST TAR/15)

The following amendments to determinations are published in terms of section 47 (9) of the Customs and Excise Act, 1964 (Act 91 of 1964).

D. ODENDAL, Commissioner for Customs and Excise.

Note.—List TAR/14 was published in Government Notice R. 1472 of 18 July 1980.

1. Errors in the following determinations are corrected as indicated:

- (i) The following determinations are deleted:

<u>Tariff heading</u>	<u>Determination no.</u>
32.12	83
38.11	75
38.19	31
38.19	295
38.19	302
38.19	303
38.19	328
39.01	24
39.01	210
39.01	271
39.02	152
39.07	222
73.40	73
82.06	1
84.21	58
84.22	194
84.59	175
84.59	384
85.02	6
90.25	1
90.28	163

- (ii) The following are substituted for the existing determinations:

<u>Description of goods</u>	<u>Tariff sub-heading</u> <u>Tarief=</u> <u>subpos</u>	<u>Determination no.</u> <u>Bepaling</u> <u>no.</u>
Base Coat, used as a nail enamel - a varnish or lacquer	32.09.10	17

1. Foute in die volgende bepalings word reggestel soos aangedui:

- (i) Die volgende bepalings word geskrap:

<u>Tariefpos</u>	<u>Bepaling no.</u>
32.12	83
38.11	75
38.19	31
38.19	295
38.19	302
38.19	303
38.19	328
39.01	24
39.01	210
39.01	271
39.02	152
39.07	222
73.40	73
82.06	1
84.21	58
84.22	194
84.59	175
84.59	384
85.02	6
90.25	1
90.28	163

- (ii) Die volgende vervang die bestaande bepalings:

<u>Beskrywing van goedere</u>
Base Coat, gebruik as 'n naelemalje - 'n vernis of lak

Base Coat No. 2010, used as a floor coating - a paint or enamel, other 32.09.40.90 27

Galag - metallurgical coke impregnated with magnesium, for use in metallurgy 38.19.90/99 181

Bust cups of textile material, whether for use in brassieres or swimwear, are classified within the subheading for brassieres 61.09.10 1

Heatsinks type 5F, manufactured by merely cutting aluminium extrusions to the required length - sections of aluminium with a maximum cross-sectional dimension not exceeding 370 mm 76.02.10 1

Hollywood 2000 voice amplifying equipment, comprising a mixing unit combined with an amplifier, complete with stand - an electrical appliance having an individual function, other 85.22.90 149

2. Amendments to determinations resulting from amendments to Part 1 of Schedule No. 1 to the Customs and Excise Act, 1964:

(i) The following determinations are withdrawn with effect from 20 June 1980:

<u>Tariff heading</u>	<u>Determination no.</u>
21.07	11
21.07	22

Base Coat No. 2010, gebruik as 'n vloerbedekking - 'n verf of emalje, ander

Galag - metallurgiese kooks geïmpregneer met magnesium, vir gebruik in metallurgie

Borsvorms van tekstielstof, hetsy vir gebruik in buustelyfies of swemdrag, word ingedeel in die subpos vir buustelyfies

Heatsinks tipe 5F, vervaardig deur slegs aluminium persprofiele na die nodige lengte te sny - profiele van aluminium met 'n maksimum dwarsdeursnee-afmeting van hoogstens 370 mm

Hollywood 2000 stemversterkingstoerusting, bestaande uit 'n eenheid gekombineer met 'n versterker, kompleet met staander - 'n elektriese toestel wat 'n afsonderlike funksie het, ander

2. Wysigings van bepalinge as gevolg van wysigings van Deel 1 van Bylae No. 1 by die Doeane- en Aksynswet, 1964:

(i) Die volgende bepalinge word ingetrek met ingang van 20 Junie 1980:

<u>Tariefpos</u>	<u>Bepaling no.</u>
21.07	11
21.07	22

21.07	27
21.07	34
21.07	40
21.07	49
21.07	50
21.07	57
21.07	63
97.06	38

- (ii) The following are substituted for the existing determinations with effect from 20 June 1980:

<u>Description of goods</u>	<u>Tariff sub= heading Tariefsub= pos</u>	<u>Determi= nation no. Bepaling no.</u>
Promax GL.750 - soya protein concentrate in powder form	21.07.80.10	16
Promosoy 100 - soya protein concentrate in powder form	21.07.80.10	17
Promine D - soya protein concentrate in powder form	21.07.80.10	18
VX 2% natural malt - a mixture of chemicals and foodstuffs used in the preparation of human foodstuffs	21.07.65/90	19
Paragon N.F. Dream Topping - a mixture of chemicals and foodstuffs used in the preparation of human foodstuffs	21.07.65/90	20

21.07	27
21.07	34
21.07	40
21.07	49
21.07	50
21.07	57
21.07	63
97.06	38

- (ii) Die volgende vervang die bestaande bepalings met ingang van 20 Junie 1980:

<u>Beskrywing van goedere</u>
Promax GL.750 - sojaproteïenkonsentraat in poeivorm
Promosoy 100 - sojaproteïenkonsentraat in poeivorm
Promine D - sojaproteïenkonsentraat in poeivorm
VX 2% natuurlike mout - 'n mengsel van chemikalieë en voedingstowwe gebruik by die bereiding van mensevoedsel
Paragon N.F. Dream Topping - 'n mengsel van chemikalieë en voedingstowwe gebruik by die bereiding van mensevoedsel

Flavor-Cap Cloud - a mixture of chemicals and foodstuffs used in the preparation of human foodstuffs	21.07.65/90	21	Flavor-Cap Cloud - 'n mengsel van chemikalieë en voedingstowwe gebruik by die bereiding van mensevoedsel
Promate - soya protein concentrate, texturised	21.07.80.20	23	Promate - sojaproteïenkonsentraat, getekstureer
Mira-Tex 200 and 210 - soya protein concentrates, texturised	21.07.80.20	24	Mira-Tex 200 en 210 - sojaproteïenkonsentrate, getekstureer
Soya Fluff - soya protein concentrate, texturised	21.07.80.20	25	Soya Fluff - sojaproteïenkonsentraat, getekstureer
Defatted soya flour oil cake meal - soya protein concentrate, texturised	21.07.80.20	26	Ontvette sojaoliekoekmeel - soja-proteïenkonsentraat, getekstureer
GSVP (Griffith Structured Vegetable Protein) - soya protein concentrate, texturised	21.07.80.20	28	GSVP (Griffith Structured Vegetable Protein) - sojaproteïenkonsentraat, getekstureer
Beatreme 2318 - a mixture of chemicals and foodstuffs used in the preparation of human foodstuffs	21.07.65/90	29	Beatreme 2318 - 'n mengsel van chemikalieë en voedingstowwe gebruik by die bereiding van mensevoedsel
Flavor Preblend - a mixture of chemicals and foodstuffs used in the preparation of human foodstuffs	21.07.65/90	30	Flavor Preblend - 'n mengsel van chemikalieë en voedingstowwe gebruik by die bereiding van mensevoedsel
Cloudbase (Beatreme 3442) - a mixture of chemicals and foodstuffs used in the preparation of human foodstuffs	21.07.65/90	31	Cloudbase (Beatreme 3442) - 'n mengsel van chemikalieë en voedingstowwe gebruik by die bereiding van mensevoedsel

Durkee Base D-2-1815 milk substitute - a mixture of chemicals and foodstuffs used in the preparation of human foodstuffs	21.07.65/90	32
SFX-1-DS-SA diet Pepsi-Cola concentrate - a mixture of chemicals and foodstuffs used in the preparation of human foodstuffs	21.07.65/90	33
Tari-Colpur 48, preservative chemical for sausages and meat - a mixture of chemicals and foodstuffs used in the preparation of human foodstuffs	21.07.65/90	35
Bam-Aroma smoke powder used in the smoking process in the meat industry - a mixture of chemicals and foodstuffs used in the preparation of human foodstuffs	21.07.65/90	41
F.I.S. Dehydrated Cheese Product Type G.L. - a mixture of chemicals and foodstuffs used in the preparation of human foodstuffs	21.07.65/90	44
F.I.S. Vee Kreeme Type H - a mixture of chemicals and foodstuffs used in the preparation of human foodstuffs	21.07.65/90	45

Durkee Base D-2-1815 melksurrogaat - 'n mengsel van chemikalieë en voedingstowwe gebruik by die bereiding van mensevoedsel
SFX-1-DS-SA dieet Pepsi-Cola-konsentraat - 'n mengsel van chemikalieë en voedingstowwe gebruik by die bereiding van mensevoedsel
Tari-Colpur 48, preserveer chemikalie vir wors en vleis - 'n mengsel van chemikalieë en voedingstowwe gebruik by die bereiding van mensevoedsel
Bam-Aroma-rookpoeier gebruik in die rookproses in die vleisnywerheid - 'n mengsel van chemikalieë en voedingstowwe gebruik by die bereiding van mensevoedsel
F.I.S. Ontwaterde Kaas Produk Tipe G.L. - 'n mengsel van chemikalieë en voedingstowwe gebruik by die bereiding van mensevoedsel
F.I.S. Vee Kreeme Tipe H - 'n mengsel van chemikalieë en voedingstowwe gebruik by die bereiding van mensevoedsel

F.I.S. Vee Kreeme Types W/1, W/3 and W/4 - mixtures of chemicals and foodstuffs used in the preparation of human foodstuffs	21.07.65/90	46	F.I.S. Vee Kreeme Tipes W/1, W/3 en W/4 - mengsels van chemikalieë en voedingstowwe gebruik by die bereiding van mensevoedsel
F.I.S. SAA Kreeme Types H, Y and M - mixtures of chemicals and foodstuffs used in the preparation of human foodstuffs	21.07.65/90	47	F.I.S. SAA Kreeme Tipes H, Y en M - mengsels van chemikalieë en voedingstowwe gebruik by die bereiding van mensevoedsel
T.V.P. (Textured Vegetable Protein) - soya protein concentrate, texturised	21.07.80.20	48	T.V.P. (Textured Vegetable Protein) - sojaproteïenkonsentraat, getekstureer
Hydrolised Protein S.L.P. - a mixture of chemicals and foodstuffs used in the preparation of human foodstuffs	21.07.65/90	51	Hydrolised Protein S.L.P. - 'n mengsel van chemikalieë en voedingstowwe gebruik by die bereiding van mensevoedsel
Tari-Colpur 50, meat improver and stabiliser - a mixture of chemicals and foodstuffs used in the preparation of human foodstuffs	21.07.65/90	52	Tari-Colpur 50, vleisverbeteraar en stabiliseerder - 'n mengsel van chemikalieë en voedingstowwe gebruik by die bereiding van mensevoedsel
Soup Stock, gelatine textured extract of cattle bones, used in the manufacture of Bovril - a mixture of chemicals and foodstuffs used in the preparation of human foodstuffs	21.07.65/90	53	Soup Stock, gelatiengetekstureerde ekstrak van beesbene, gebruik by die vervaardiging van Bovril - 'n mengsel van chemikalieë en voedingstowwe gebruik by die bereiding van mensevoedsel
Prosobee Powder BASF - a mixture of chemicals and foodstuffs used in the preparation of human foodstuffs	21.07.65/90	56	Prosobee Poeier BASF - 'n mengsel van chemikalieë en voedingstowwe gebruik by die bereiding van mensevoedsel

Defatted soya flour - 21.07.80.10
soya protein concentrate
in powder form

58

Staley Coarse Soya Grits 21.07.80.20
- soya protein concentrate,
texturised

60

Tomix 3 tomato flavour - 21.07.65/90
a mixture of chemicals
and foodstuffs used in the
preparation of human
foodstuffs

62

(iii) The following are substituted
for the existing determina-
tions with effect from
14 March 1980:

Best and Donovan Pacemaker 85.05.90
rumpbone saw and carcass
splitter - a tool for working
in the hand with self-con-
tained electric motor, other

1

Wolf valve seat grinder 85.05.90
EVG3 - a tool for working
in the hand, with self-con-
tained electric motor, other

2

Black & Decker grass shears, 85.05.90
with or without handle - a
tool for working in the
hand, with self-contained
electric motor, other

3

Black & Decker shrub trim- 85.05.90
mer, with or without handle
- a tool for working in the
hand, with self-contained
electric motor, other

4

Ontvette sojameel - sojaproteïen=
konsentraat in poeiervorm

Staley Growwe Sojagrinte - sojaproteïen=
konsentraat, getekstureer

Tomix 3 tamatiegeur - 'n mengsel van
chemikalieë en voedingstowwe gebruik
by die bereiding van mensevoedsel

(iii) Die volgende vervang die bestaande
bepalings met ingang van 14 Maart
1980:

Best and Donovan Pacemaker - stuitbeen=
saag en karkasklower - handgereedskap
met ingeboude elektriese motor, ander

Wolf-klepbeddingslyper EVG3 - handge-
reedskap met ingeboude elektriese
motor, ander

Black & Decker-grasskêr, met of sonder
handvatsel - handgereedskap met inge-
boude elektriese motor, ander

Black & Decker-struikregknipper, met
of sonder handvatsel - handgereedskap
met ingeboude elektriese motor, ander

Mercury electric eraser - 85.05.90
a tool for working in the
hand, with self-contained
electric motor, other

Minicut 170 electric scis= 85.05.90
sors - a tool for working
in the hand, with self-
contained electric motor,
other

Ridgid no. 700 portable power 85.05.90
drive - a tool for working
in the hand, with self-
contained electric motor,
other

K-36 portable electric 85.05.90
drain cleaner - a tool
for working in the hand,
with self-contained
electric motor, other

Powerline model 172 single 85.05.90
speed industrial engraver
- a tool for working in
the hand, with self-con-
tained electric motor, other

Wacker vibrator IREK 1y/42 85.05.90
- a tool for working in the
hand, with self-contained
electric motor, other

Gardena electric shears - a 85.05.90
tool for working in the hand,
with self-contained electric
motor, other

5

6

7

8

9

10

11

Mercury elektriese uitveër - handgereed=
skap met ingeboude elektriese motor,
ander

Minicut 170 elektriese skêr - handge=
reedschap met ingeboude elektriese
motor, ander

Ridgid no. 700 draagbare kragaandrywing
- handgereedschap met ingeboude elek=
triese motor, ander

K-36 draagbare elektriese rioolskoon=
maker - handgereedschap met ingeboude
elektriese motor, ander

Powerline model 172 enkelspoed indus=
triële graveerder - handgereedschap met
ingeboude elektriese motor, ander

Wacker-triller IREK 1y/42 - handgereed=
skap met ingeboude elektriese motor,
ander

Gardena elektriese skêr - handgereed=
skap met ingeboude elektriese motor,
ander

Millers Falls no. QC 8811 85.05.90
model B portable saw attachment - a tool for working in the hand, with self-contained electric motor, other

12

3. Amendments to determinations in terms of section 47(9)(d) of the Customs and Excise Act (Act 91 of 1964)

- (i) The following determination is withdrawn with effect from 18 July 1980:

<u>Tariff heading</u>	<u>Determination no.</u>
39.02	215

- (ii) Determination no. 14 under tariff heading 62.05 is withdrawn and replaced by the following determination with effect from 18 July 1980:

<u>Description of goods</u>	<u>Tariff sub-heading</u> <u>Tariefsubpos</u>	<u>Determination no.</u> <u>Bepaling no.</u>
Second Chance Hard Corps Body Armor - other outer garments	61.01.90	6

- (iii) Determination no. 4 under tariff heading 82.06 is withdrawn and replaced by the following determination with effect from 18 July 1980:

Millers Falls no. QC 8811 model B draagbare saaghegstuk - handgereedschap met ingeboude elektriese motor, ander

3. Wysigings van bepaling kragtens artikel 47(9)(d) van die Doeane- en Aksynswet (Wet 91 van 1964)

- (i) Die volgende bepaling word ingetrek met ingang van 18 Julie 1980:

<u>Tariefpos</u>	<u>Bepaling no.</u>
39.02	215

- (ii) Bepaling no. 14 onder tariefpos 62.05 word ingetrek en vervang deur die volgende bepaling met ingang van 18 Julie 1980:

Beskrywing van goedere

Second Chance Hard Corps Body Armor - ander boklere

- (iii) Bepaling no. 4 onder tariefpos 82.06 word ingetrek en vervang deur die volgende bepaling met ingang van 18 Julie 1980:

Description of goods

Tariff sub=	Determi=
heading	nation no.
Tariefsub=	Bepaling
pos	no.

Sunbeam Cutmaster cutting plates for sheep shears - other articles of cutlery, other

82.13.90

8

Beskrywing van goedere

Sunbeam Cutmaster snyplate vir skaap-skêre - ander snygereedskap, ander

- (iv) The following is substituted for the existing determination with effect from 26 June 1980:

Description of goods

Tariff sub=	Determi=
heading	nation no.
Tariefsub=	Bepaling
pos	no.

Zetag 92 - an acrylic polymer in bulk form 39.02.80.20 154

Beskrywing van goedere

Zetag 92 - 'n akrielpolimeer in massavorm

- (v) The following are substituted for the existing determinations with effect from 18 July 1980:

Description of goods

Tariff sub=	Determi=
heading	nation no.
Tariefsub=	Bepaling
pos	no.

Chick-Poult shipping boxes for day-old chicks - other articles of artificial plastic material for the conveyance of goods

39.07.10.80

184

Beskrywing van goedere

Chick-Poult-verskepingshouers vir dag-oud kuikens - ander artikels van kunstplastiekstof vir die vervoer van goedere

Butterfly-19 INT and -21
INT infusion sets with a
length exceeding 10 cm -
tubes of artificial plastic
material, fitted with tro-
cars or other devices, other 90.17.60.90 16

Brüel and Kjaer Type 2504
balancing machine console -
a balancing machine 90.28.10 369

Brüel and Kjaer balancing
machine Type 3905 - a
balancing machine 90.28.10 370

Butterfly-19 INT en -21 INT-infusiestelle
met 'n lengte wat 10 cm oorskry - buise
van kunsplastiekstof, met trokaarnaalde
of ander toestelle toegerus, ander

Brüel en Kjaer Tipe 2504 balanseermasjien=
konsole - 'n balanseermasjien

Brüel en Kjaer-balanseermasjien Tipe 3905
- 'n balanseermasjien

DEPARTEMENT VAN KLEURLING- BETREKKINGE

No. R. 1492 18 Julie 1980
WET OP ONDERWYS VIR KLEURLINGE, 1963
WYSIGING VAN REGULASIES

Kragtens artikel 34 van die Wet op Onderwys vir Kleurlinge, 1963 (Wet 47 van 1963), wysig ek, Stephanus Francois Kotzé, Adjunk-minister van Kleurlingbetrekkinge, handelende namens die Minister van Kleurlingbetrekkinge, hierby die regulasies uitgevaardig kragtens genoemde artikel en afgekondig by Goewermentskennisgewing R. 1898 van 21 November 1963 in *Regulasiekoerant* 257 van 4 Desember 1963, soos gewysig, soos volg:

(a) In regulasie T 1.1, vervang die datums en bedrae "1 April 1978", "R26,50", "1 April 1978" en "R33" deur onderskeidelik die datums en bedrae "1 April 1980", "R29", "1 April 1980" en "R36"; en

(b) vervang met ingang van 1 April 1980 die bedrag "R29" in regulasie T 2.1 deur die bedrag "R32".

S. F. KOTZÉ, Adjunk-minister van Kleurlingbetrekkinge.

No. R. 1493 18 Julie 1980
WET OP ONDERWYS VIR KLEURLINGE, 1963
WYSIGING VAN REGULASIES

Kragtens artikel 34 van die Wet op Onderwys vir Kleurlinge, 1963 (Wet 47 van 1963), wysig ek, Stephanus Francois Kotzé, Adjunk-minister van Kleurlingbetrekkinge, handelende namens die Minister van Kleurlingbetrekkinge, hierby die regulasies uitgevaardig kragtens genoemde artikel 34 en afgekondig by Goewermentskennisgewing R. 1898 van 21 November 1963 in *Regulasiekoerant* 257 van 4 Desember 1963, soos gewysig, verder soos volg:

In regulasie M5 word "R10" met ingang van 1 April 1980 deur "R11" vervang.

S. F. KOTZÉ, Adjunk-minister van Kleurlingbetrekkinge.

DEPARTEMENT VAN LANDBOU EN VISSERYE

No. R. 1487 18 Julie 1980
MINIMUM VERKOOPPRYSE VIR
TABAK.—WYSIGING

Kragtens artikel 79 (b) van die Bemarkingswet, 1968 (Wet 59 van 1968), maak ek, Hendrik Stephanus Johan Schoeman, Minister van Landbou en Visserye, hierby bekend dat die Tabakraad, vermeld in artikel 6 van die Tabakskema, afgekondig by Proklamasie R. 159 van 1971, soos gewysig, kragtens artikel 36 van daardie Skema, met my goedkeuring die voorskrifte afgekondig by Goewermentskennisgewing R. 882 van 25 April 1980 gewysig het-soos in die Bylae hiervan uiteengesit.

H. S. J. SCHOEMAN, Minister van Landbou en Visserye.

BYLAE

1. Die Bylae van Goewermentskennisgewing R. 882 van 25 April 1980 word hierby gewysig deur—

(a) na die omskrywing van "klas" in klousule 1 die volgende omskrywing by te voeg:

"surplustabak" die restant van die nasionale tabakoes nadat voorsien is in die behoeftes van die in artikel 35 bedoelde persone."

DEPARTMENT OF COLOURED RELATIONS

No. R. 1492 18 July 1980
COLOURED PERSONS EDUCATION ACT, 1963
AMENDMENT OF REGULATIONS

In terms of section 34 of the Coloured Persons Education Act, 1963 (Act 47 of 1963), I, Stephanus Francois Kotzé, Deputy Minister of Coloured Relations, acting on behalf of the Minister of Coloured Relations, hereby amend the regulations made under the said section and published under Government Notice R. 1898, dated 21 November 1963, in *Regulation Gazette* 257, dated 4 December 1963, as amended, as follows:

(a) By the substitution in regulation T 1.1 for the amounts and dates "R26,50", "1 April 1978", "R33" and "1 April 1978" of the amounts and dates "R29", "1 April 1980", "R36" and "1 April 1980", respectively; and

(b) by the substitution in regulation T 2.1 for the amount "R29" of the amount "R32", with effect from 1 April 1980.

S. F. KOTZÉ Deputy Minister of Coloured Relations.

No. R. 1493 18 July 1980
COLOURED PERSONS EDUCATION ACT, 1963
AMENDMENT OF REGULATIONS

In terms of section 34 of the Coloured Persons Education Act, 1963 (Act 47 of 1963), I, Stephanus Francois Kotzé, Deputy Minister of Coloured Relations, acting on behalf of the Minister of Coloured Relations, hereby further amend the regulations made under the said section 34 and published under Government Notice R. 1898, dated 21 November 1963, in *Regulation Gazette* 257, dated 4 December 1963, as amended, as follows:

By the substitution, in regulation M5, for "R11" of "R10", with effect from 1 April 1980.

S. F. KOTZÉ, Deputy Minister of Coloured Relations.

DEPARTMENT OF AGRICULTURE AND FISHERIES

No. R. 1487 18 July 1980
MINIMUM SELLING PRICES FOR
TOBACCO.—AMENDMENT

In terms of section 79 (b) of the Marketing Act, 1968 (Act 59 of 1968), I, Hendrik Stephanus Johan Schoeman, Minister of Agriculture and Fisheries, hereby make known that the Tobacco Board, referred to in section 6 of the Tobacco Scheme, published by Proclamation R. 159 of 1971 as amended, has in terms of section 36 of that Scheme, with my approval amended the requirements published by Government Notice R. 882 of 25 April 1980 as set out in the Schedule hereto.

H. S. J. SCHOEMAN, Minister of Agriculture and Fisheries.

SCHEDULE

1. The Schedule to Government Notice R. 882 of 25 April 1980 is hereby amended by—

(a) the addition after the definition of "specified person" in clause 1 of the following definition:

"surplus tobacco" the remainder of the local tobacco crop after provision is made for the needs of the persons referred to in section 35.;"

(b) klousule 2 deur die volgende klousule te vervang:

"Geen gespesifiseerde persoon mag 'n hoeveelheid tabak wat aan hom vir verkoop gelewer is deur 'n produsent ooreenkomsig 'n verbod deur die Raad opgelê kragtens artikel 37 van die genoemde Skema, behalwe surplustabak wat hy aan die Raad of in die buiteland verkoop, verkoop nie teen 'n laer prys as 'n prys in die onderstaande tabel vasgestel vir die betrokke klas en graad tabak."

2. Hierdie kennisgewing tree in werking op die datum van publikasie hiervan.

No. R. 1488

18 Julie 1980

SUIWELBEHEERSKEMA.—PRYSE VAN SEKERE SUIWELPRODUKTE EN MINIMUM VERVOERTARIEWE—VERBETERING

Goewermentskennisgewing R. 1184 van 9 Junie 1980 word hierby verbeter deur in klousule 5 (b) die woord "opgesny" deur die woord "ongesny" te vervang.

DEPARTEMENT VAN MANNEKRAG-BENUTTING

No. R. 1462

18 Julie 1980

WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—WYSIGING VAN OOREENKOMS VIR DIE SKOEISELSEKSE

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Skoeiselsekse van die Leernywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 eindig, bindend is vir die werkgewersorganisasies 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 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 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 Nywerheid in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 eindig, in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

(b) the substitution for clause 2 of the following clause:

"No specified person shall sell any quantity of tobacco delivered for sale to him by a producer in accordance with any prohibition imposed by the Board under section 37 of the said Scheme, except surplus tobacco which he sells to the Board outside the Republic, at a price below the price fixed in the table hereunder for the class and grade of tobacco in question."

2. This notice shall come into operation on the date of publication hereof.

No. R. 1488

18 July 1980

DAIRY CONTROL SCHEME.—PRICES OF CERTAIN DAIRY PRODUCTS AND MINIMUM TRANSPORT RATES—CORRECTION

Government Notice R. 1184 of 9 June 1980 is hereby corrected by the substitution in clause 5 (b) of the Afrikaans text thereof, for the word "opgesny" of the word "ongesny".

DEPARTMENT OF MANPOWER UTILISATION

No. R. 1462

18 July 1980

INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—AMENDMENT OF AGREEMENT FOR THE FOOTWEAR SECTION

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation 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 Footwear Section of the Leather Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1981, 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;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1981, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Republic of South Africa, excluding the port and settlement of Walvis Bay; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa, excluding the port and settlement of Walvis Bay, and with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1981, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all persons who are not employees and who are employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNY-
WERHEID VAN SUID-AFRIKA.—SKOEISELSEKSIE

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

- (a) Midland and Border Leather Industry Manufacturers' Association
- (b) Cape Western and North-Western Leather Industries Employers' Association
- (c) Transvaal Footwear, Tanning and Leather Trades Association
- (d) Natal Footwear, Tanning and General Leather Manufacturers' Association

en die

(e) Southern Cape Leather Industries Association
(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

- (f) National Union of Leather Workers

en die

(g) 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,

om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 458 van 14 Maart 1980 te wysig.

KLOUSULE 9.—VAKANSIEDAE EN JAARLIKSE
VERLOF

1. Skrap subklousules (8) en (9).
2. Voeg die volgende klousule in na klousule 22 van Deel I:

"23. WAARBORG: VERLOFBESOLDIGING EN
BYDRAES

(1) Elke werkgever in die Nywerheid moet teen die einde van Februarie elke jaar en elke werkgever wat tot die Nywerheid toetree, moet binne 14 dae na sodanige toetreding of deur middel van 'n bankwaarborg in die vorm van Aanhangsel D van hierdie Deel of deur middel van 'n sertifikaat verskaf deur 'n geregistreerde versekeringsmaatskappy, tot tevredeheid van die Raad bewys lewer dat daar sekuriteit bestaan vir die betaling van die volgende:

- (a) Verloftoelae wat oploep ingevolge klousule 9 van hierdie Ooreenkoms;
- (b) vier weke se heffings en bydraes ten opsigte van—
 - (i) heffings verskuldig aan die Raad ingevolge klousule 5 van die Administrasiefondsooreenkoms;
 - (ii) Siekefondsbysdraes ingevolge klousule 6 van die Siekefondsfondsooreenkoms;
 - (iii) Voorsorgfondsbysdraes ingevolge klousule 4 van die Voorsorgfondsooreenkoms;
 - (iv) Aanvullende Siekefondsbysdraes ingevolge klousule 9 van die Aanvullende Siekefondsfondsooreenkoms.
 - (v) Tegnologiese Fondsbysdraes ingevolge klousule 4 van die Tegnologiese Fondsooreenkoms.

(2) Indien die waarborg wat die werkgever ingedien het onvoldoende is om die betaling van verlofbesoldiging en heffings/bydraes soos in subklousule (1) bedoel, te dek, moet die werkgever op aanvraag deur die Raad die bedrag van die waarborg verhoog tot 'n bedrag wat genoegsaam is om sodanige betaling te dek.

'n Werkgever moet toegelaat word om die bedrag van die waarborg te verminder indien 'n vermindering van die getal werknemers in diens van sodanige werkgever 'n vermindering regverdig. Met dien verstande dat geen vermeerdering of vermindering van die bedrag van enige waarborg met tussenpose van minder as ses maande vereis of toegelaat mag word nie.

(3) Die Raad is daarop geregtig om die waarborg wat deur 'n werkgever ooreenkomstig subklousule (1) by die Raad ingedien is na eie goeddunke aan te wend as betaling van enige bedrag wat sodanige werkgever aan die Raad verskuldig is ten opsigte van heffings/bydraes of verlofbesoldiging wat namens of aan een of meer werknemers van sodanige werkgever verskuldig is as die Raad daarvan oortuig is dat sodanige bedrae deur die betrokke werkgever verskuldig en betaalbaar is."

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER
INDUSTRY OF SOUTH AFRICA—FOOTWEAR SECTION

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

- (a) Midland and Border Leather Industry Manufacturers' Association
- (b) Cape Western and North-Western Leather Industries Employers' Association
- (c) Transvaal Footwear, Tanning and Leather Trades Association
- (d) Natal Footwear, Tanning and General Leather Manufacturers' Association

and

(e) The Southern Cape Leather Industries Association
(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

- (f) National Union of Leather Workers

and in the

(g) Transvaal Leather and Allied Trades Industrial Union
(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being parties to the National Industrial Council of the Leather Industry of South Africa,

to amend the Agreement published under Government Notice R. 458, dated 14 March 1980.

CLAUSE 9.—HOLIDAYS AND ANNUAL LEAVE

1. Delete subclauses (8) and (9).
2. Insert the following new clause after clause 22 of Part I:

"23. GUARANTEE: LEAVE PAY AND CONTRIBUTIONS

(1) Every employer in the Industry shall at the end of February each year and every employer entering the Industry shall within 14 days of such entry satisfy the Council either by way of a bank guarantee in the form of Annexure D to this Part or a certificate provided by a registered insurance company that security exists to cover the payment of the following:

- (a) Leave allowance accruing in terms of clause 9 of this Agreement;
- (b) four weeks' levies and contributions in respect of—
 - (i) levies to the Council in terms of clause 5 of the Administration Expenses Agreement;
 - (ii) Sick Fund contributions in terms of clause 6 of the Sick Benefit Fund Agreement;
 - (iii) Provident Fund contributions in terms of clause 4 of the Provident Fund Agreement;
 - (iv) Supplementary Sick Fund contributions in terms of clause 9 of the Supplementary Sick Benefit Fund Agreement;
 - (v) Technological Fund contributions in terms of clause 4 of the Technological Fund Agreement.

(2) Where the guarantee lodged by an employer is insufficient to cover the payment of leave pay and levies/contributions referred to in subclause (1), the employer shall on demand by the Council increase the amount of such guarantee to an amount sufficient to cover such payment.

An employer shall be permitted to reduce the amount of his guarantee where a reduction in the number of employees engaged by such employer warrants a reduction: Provided that no increase or reduction of the amount of any guarantee shall be required or permitted at intervals of less than six months.

(3) The Council shall be entitled to utilise the guarantee lodged by an employer with the Council in terms of subclause (1) to pay at its sole discretion any amount which may be due to the Council by such employer in respect of levies/contributions or leave pay which may be due on behalf of or to any one or more employees of such employer where the Council is satisfied that such sums are due and payable by the employer concerned."

3. AANHANGSEL D VAN DEEL I.—WAARBORG.

Vervang Aanhangel D van Deel I deur die volgende:

"AANHANGSEL D VAN DEEL I**WAARBORG**

Ek/Ons, die ondergetekende(s), behoorlik daartoe gemagtig in my/ons hoedanigheid van.....

verbind hierby genoemde.....ten bedrae van.....rand (Suid-Afrikaanse geld) as borge en medehoofskuldenaars vir betaling aan die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika deur.....

van alle geld wat deur hom/hulle verskuldig of betaalbaar is of word ten opsigte van die onderskeie Fondse van die Raad soos in kousule 23 van hierdie Ooreenkoms geïdentifiseer, en doen hierby afstand van alle voordele van die regseksepsies van uitwinning en skuldverdeling en verklaar dat ek/ons ten volle op die hoogte is van die betekenis of uitwerking daarvan.

Hierdie waarborg is nie verhandelbaar of oordraagbaar nie en verstryk op 31 Desember 19..... Met dien verstande dat die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika daarop geregtig is om ondanks sodanige verstryking, betaling ooreenkomstig hierdie waarborg te eis van enige gemelde bedrae wat op sodanige verstrykingsdatum van hierdie waarborg verskuldig was maar nie betaal is nie.

Op hede die..... dag van..... te..... onderteken.

.....
Handtekening van borg

Getuie:

1.
2.

4. KLOUSULE 2 VAN AANHANGSEL A VAN DEEL II VAN DIE OOREENKOMS.—SKOEISEL SOOS HIER-ONDER GESPESEFISEER

(1) Vervang die opskrif van hierdie kousule deur die volgende:

"KLOUSULE 2.—SKOEISEL SOOS HIERONDER GESPESEFISEER

[Vir toepaslike omskrywings sien subkousule (6) hieronder.]"

(2) Vervang Groep 1 tot 4 waar hulle onmiddellik voor Afbeelding 1 (a) en (b) voorkom deur die volgende:

"Groep 1.—Skoeisel ontwerp vir aktiewe deelname aan sport en wat gemaak is met boeler van seildoek en waar nodig saam met randing, gieting, skutte en 'n neus uitsluitlik van rubber gemaak, alles in een kleur, waarvan die bindwerk nie meer beslaan nie as die bindwerk soos afgebeeld in die lyntekeninge van Afbeelding 1 (a) en (b) en wat hoofsaaklik van dieselfde kleur is as die seildoekboeler: Met dien verstande dat waar daar 'n verskil in diepte bestaan tussen die kleurskakering van die boeler en die bindwerk, sodanige verskil nie groter moet wees nie as die verskil soos weergegee deur Graad 3 van die "Grey Scale for assessing Change in Colour (Society of Dyers and Colourists Standard Methods, 3rd edition, page 10, British Standard BS 2662: 1961 International Standards Organisation R 105/1/Part 2)": Voorts met dien verstande dat—

(i) die sool uit rubber moet bestaan wat of in 'n outoklaaf gevulkaniseer of regstreeks gegiet is;

(ii) die skoeisel soos omskryf aan die voet gehou kan word deur dit vas te ryg deur metaal-/of nie-metaalogies wat gewoonlik bo-op die boeler sit soos weergegee in Afbeelding 1 (a) en (b);

(iii) waar soolknoppe of balkies verskaf word, hulle hoogstens ses millimeter onder die sool moet uitsteek;

(iv) waar daar 'n hak is dit hoogstens ses millimeter, gemeet vanaf die oppervlakte van die sool by die middelstuk, moet uitsteek;

(v) gemelde bindwerk uit seildoek vervaardig moet wees maar dat die massa daarvan minder as 400 gram per vierkante meter mag wees.

Groep 2.—Rubberskoeisel, nie uitgevoer nie of met seildoek uitgevoer.

Groep 3.—Skoeisel wat ten volle gegiet is.

Groep 4.—Seidoeksandale".

3. ANNEXURE D TO PART I.—GUARANTEE.

Substitute the following for Annexure D to Part I:

"ANNEXURE D TO PART I**GUARANTEE**

I/We the undersigned, duly authorised thereto in my/our capacity as..... of the.....

do hereby bind the said..... in the sum of.....rand,

(South African) currency, as sureties and co-principal debtors for the due payment to the National Industrial Council of the Leather Industry of South Africa by.....

of all moneys due, payable or to become due and payable by him/ them to the National Industrial Council of the Leather Industry of South Africa in respect of its various Funds as identified in clause 23 of this Agreement, and hereby renounce all the benefits from the legal exceptions of excussion and division, with the force or effect of which I/we hereby acknowledge myself/ourselves to be fully acquainted.

This guarantee is not negotiable or transferable and expires on 31 December 19....., subject to the National Industrial Council of the Leather Industry of South Africa being entitled to claim payment upon this guarantee, notwithstanding such expiry, for any of the said sums due but unpaid at the said date of expiry of this guarantee.

Signed at..... this..... day of..... 19.....

.....
Signature of guarantor

Witnesses:

1.
2.

4. CLAUSE 2 OF ANNEXURE A TO PART II OF THE AGREEMENT.—FOOTWEAR AS SPECIFIED BELOW

(1) Substitute the following for the heading of this clause:

"CLAUSE 2.—FOOTWEAR AS SPECIFIED BELOW

[For applicable definitions, see subclause (6) hereunder.]"

(2) Substitute the following for Group 1 to 4 where they appear immediately preceding Illustration 1 (a) and (b):

"Group 1.—Footwear designed for active participation in sport made with an upper of canvas fabric in conjunction if necessary with edging, moulding, guards or toecaps manufactured only from rubber, all of one colour, the bindings of which shall be no greater than the bindings depicted in the line drawings in Illustration 1 (a) and (b) and substantially similar in colour to the canvas uppers: Provided that where there is a difference in depth between the shade of the upper and that of a binding it shall not exceed the difference represented by Grade 3 of the Grey Scale for assessing Change in Colour (Society of Dyers and Colourists Standard Methods, Third edition, page 10, British Standard BS 2662: 1961 International Standards Organisation R105/1/Part 2)": Provided further that—

(i) the sole shall be of rubber which is either vulcanised in an autoclave or is directly moulded;

(ii) the footwear as defined may be retained on the foot by means of lacing up through metal or non-metal eyelets located on the top of the upper generally as depicted in Illustration 1 (a) and (b);

(iii) where studs and/or bars are provided, these shall not protrude more than six millimetres from the soles;

(iv) where a heel is provided, it shall not protrude more than six millimetres, measured from the surface of the sole at the waist;

(v) the said bindings shall be made of canvas fabric but that its mass may be less than 400 grammes per square metre.

Group 2.—Rubber footwear, either unlined or lined with fabrics.

Group 3.—Wholly moulded footwear.

Group 4.—Canvas fabric sandals."

(3) Voeg die volgende nuwe subklousule in na subklousule (5):

“(6) Vir die toepassing van hierdie klousule—

omvat ‘rubber’ natuurlike en sintetiese rubber asook enige termoplastiese organiese stowwe of verbindings daarvan; betekende ‘seildoek’ ’n kleedstof geweeft van garingdraad wat vervaardig is van katoen en/of kunsvesel wat dieselfde voorkoms het as katoenvesel, welke vesel, versterk of onversterk, hoogstens 1,36 millimeter per 1 kilopascal of 1,32 millimeter per 5 kilopascal is, sy massa minstens 400 gram per vierkante meter en sy eienskappe sterkte en stewigheid is;

is ‘een kleur’ ’n algeheel natuurlike of gebleikte kleur of ’n soliede kleurskakering of kleurtone.”

Hierdie Ooreenkoms is namens die partye op hede die 29ste dag van Februarie 1980 onderteken.

A. G. EVERINGHAM, Lid van die Raad.

F. J. J. JORDAAN, Lid van die Raad.

J. P. HORN, Sekretaris van die Raad.

No. R. 1463

18 Julie 1980

WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—WYSIGING VAN OOREENKOMS VIR DIE SEKSIE ALGEMENE GOEDERE

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op Seksie Algemene Goedere van die Leernywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 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;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 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 Nywerheid in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 eindig, in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

(3) Insert the following new subclause after subclause (5):

“(6) For the purposes of this clause—

‘rubber’ includes natural and synthetic rubber and any thermoplastic organic substance or compound thereof;

‘canvas fabric’ means a fabric woven from yarns made from cotton and/or man-made fibres which in appearance is similar to cotton fabric and which fabric, whether bonded or not, is not more than 1,36 millimetres at 1 kilopascal or 1,32 millimetres at 5 kilopascal and its mass shall be not less than 400 grammes per square metre, the characteristic of which is strength and firmness;

‘one colour’ is an entirely natural or bleached colour or of one solid shade or tone.”

This Agreement signed on behalf of the parties this 29th day of February 1980.

A. G. EVERINGHAM, Member of the Council.

F. J. J. JORDAAN, Member of the Council.

J. P. HORN, Secretary of the Council.

No. R. 1463

18 July 1980

INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—AMENDMENT OF AGREEMENT FOR THE GENERAL GOODS SECTION

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation 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 General Goods Section of the Leather Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1981 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;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1981, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Republic of South Africa, excluding the port and settlement of Walvis Bay; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa, excluding the port and settlement of Walvis Bay, and with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1981, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all persons who are not employees and who are employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNY-
WERHEID VAN SUID-AFRIKA—ALGEMENE GOEDERE
SEKSIE

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 1956, gesluit deur en aangegaan tussen die

(a) Midland and Border Leather Industry Manufacturers' Association

(b) Cape Western and North-Western Leather Industries Employers' Association

(c) Transvaal Footwear, Tanning and Leather Trades Association

(d) Natal Footwear Tanning and General Leather Manufacturers' Association

en

(e) Southern Cape Leather Industries Association

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

(f) National Union of Leather Workers;

(g) Transvaal Leather and Allied Trades Industrial Union;

en

(h) Trunk and Box Workers' Industrial Union (Transvaal)

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

wat die partye is by die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika,

om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 459 van 14 Maart 1980 te wysig.

KLOUSULE 8.—VAKANSIEDAE EN JAARLIKSE
VERLOF

1. Skrap subklousules (8) en (9):

2. Voeg die volgende nuwe klousule in na klousule 25:

"26. WAARBORG: VERLOFBESOLDIGING
EN BYDRAES

(1) Elke werkgewer in die Nywerheid moet teen die einde van Februarie elke jaar en elke werkgewer wat tot die Nywerheid toetree, moet binne 14 dae na sodanige toetrede of deur middel van 'n bankwaarborg in die vorm van Aanhangsel D of deur middel van 'n sertifikaat verskaf deur 'n geregistreerde versekeringsmaatskappy, tot tevredeheid van die Raad bewys lewer dat daar sekuriteit bestaan vir die betaling van die volgende:

(a) Verloftoelae wat oploep ingevolge klousule 8 van hierdie Ooreenkoms;

(b) vier weke se heffings en bydraes ten opsigte van—

(i) heffings verskuldig aan die Raad ingevolge klousule 5 van die Administrasiefondsooreenkoms;

(ii) Siekefondsybydraes ingevolge klousule 6 van die Siekebystandsfondsooreenkoms;

(iii) Voorsorgfondsybydraes ingevolge klousule 4 van die Voorsorgfondsooreenkoms;

(iv) Aanvullende Siekefondsybydraes ingevolge klousule 9 van die Aanvullende Siekebystandsfondsooreenkoms.

(2) Indien die waarborg wat die werkgewer ingedien het onvoldoende is om die betaling van verlofbesoldiging en heffings/bydraes soos in subklousule (1) bedoel, te dek, moet die werkgewer op aanvraag deur die Raad die bedrag van die waarborg verhoog tot 'n bedrag wat genoegsaam is om sodanige betaling te dek.

'n Werkgewer moet toegelaat word om die bedrag van die waarborg te verminder indien 'n vermindering van die getal werknemers in diens van sodanige werkgewer 'n vermindering regverdig: Met dien verstande dat geen vermeerdering of vermindering van die bedrag van enige waarborg met tussenpose van minder as ses maande vereis of toegelaat mag word nie.

(3) Die Raad is daarop geregtig om die waarborg wat deur 'n werkgewer ooreenkomstig subklousule (1) by die Raad ingedien is na goedgekeurde aan te wend as betaling van enige bedrag wat sodanige werkgewer aan die Raad verskuldig is ten opsigte van heffings/bydraes of verlofbesoldiging wat namens of aan een of meer werknemers van sodanige werkgewer verskuldig is as die Raad daarvan oortuig is dat sodanige bedrae deur die betrokke werkgewer verskuldig en betaalbaar is."

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER
INDUSTRY OF SOUTH AFRICA.—GENERAL GOODS
SECTION

AGREEMENT

in accordance with the provisions of the Industrial conciliation Act, 1956, made and entered into by and between the

(a) Midland and Border Leather Industry Manufacturers' Association

(b) Cape Western and North-Western Leather Industries Employers' Association

(c) Transvaal Footwear, Tanning and Leather Trades Association

(d) Natal Footwear, Tanning and General Leather Manufacturers' Association

and

(e) Southern Cape Leather Industries Association

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

(f) National Union of Leather Workers;

(g) Transvaal Leather and Allied Trades Industrial Union and

(h) Trunk and Box Workers' Industrial Union (Transvaal)

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

being parties to the National Industrial Council of the Leather Industry of South Africa,

to amend the Agreement published under Government Notice R. 459, dated 14 March 1980.

CLAUSE 8.—HOLIDAYS AND ANNUAL LEAVE

1. Delete subclauses (8) and (9):

2. Insert the following new clause after clause 25:

"26. GUARANTEE: LEAVE PAY AND CONTRIBUTIONS

(1) Every employer in the Industry shall at the end of February each year and every employer entering the Industry shall within 14 days of such entry satisfy the Council either by way of a bank guarantee in the form of Annexure D or a certificate provided by a registered insurance company that security exists to cover the payment of the following:

(a) Leave allowance accruing in terms of clause 8 of this Agreement;

(b) four weeks' levies and contributions in respect of—

(i) levies to the Council in terms of clause 5 of the Administration Expenses Agreement;

(ii) Sick Fund contributions in terms of clause 6 of the Sick Benefit Fund Agreement;

(iii) Provident Fund contributions in terms of clause 4 of the Provident Fund Agreement;

(iv) Supplementary Sick Benefit Fund contributions in terms of clause 9 of the Supplementary Sick Benefit Fund Agreement.

(2) Where the guarantee lodged by an employer is insufficient to cover the payment of leave pay and levies/contributions referred to in subclause (1), the employer shall on demand by the Council increase the amount of such guarantee to an amount sufficient to cover such payment.

An employer shall be permitted to reduce the amount of his guarantee where a reduction in the number of employees engaged by such employer warrants a reduction: Provided that no increase or reduction of the amount of any guarantee shall be required or permitted at intervals of less than six months.

(3) The Council shall be entitled to utilise the guarantee lodged by an employer with the Council in terms of subclause (1) to pay at its sole discretion any amount which may be due to the Council by such employer in respect of levies/contributions or leave pay which may be due on behalf of or to any one or more employees of such employer where the Council is satisfied that such sums are due and payable by the employer concerned."

3. AANHANGSEL D.—WAARBORG

Vervang Aanhangsel D deur die volgende:

"AANHANGSEL D
WAARBORG

Ek/Ons, die ondergetekende(s), behoorlik daartoe gemagtig in my/ons hoedanigheid van

verbind hierby genoemde rand
ten bedrae van
(Suid-Afrikaanse geld) as borge en medehoofskuldenaars vir betaling aan die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika deur
van alle geld wat deur hom/hulle aan die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika verskuldig of betaalbaar is of word ten opsigte van die onderskeie Fondse van die Raad soos in klousule 26 van hierdie Ooreenkoms geïdentifiseer en doen hierby afstand van alle voordele van die regseksepsies van uitwinning en skuldverdeling en verklaar dat ek/ons ten volle op die hoogte is van die betekenis of uitwerking daarvan.

Hierdie waarborg is nie verhandelbaar of oordraagbaar nie en verstryk op 31 Desember 19..... Met dien verstande dat die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika daarop geregtig is om ondanks sodanige verstryking, betaling ooreenkomstig hierdie waarborg te eis van enige gemelde bedrae wat op sodanige verstrykingsdatum van hierdie waarborg verskuldig was maar nie betaal is nie.

Op hede die dag van 19.....
te onderteken.

Handtekening van borg

Getuie:

1.
2.

Hierdie Ooreenkoms is namens die partye op hede die 29ste dag van Februarie 1980 onderteken:

M. PORTER, Lid van die Raad.

F. J. J. JORDAAN, Lid van die Raad.

J. P. HORN, Sekretaris van die Raad.

3. ANNEXURE D.—GUARANTEE

Substitute the following for Annexure D:

"ANNEXURE D
GUARANTEE

I/We, the undersigned, duly authorised thereto in my/our capacity as.....
of the.....

do hereby bind the said.....
in the sum of..... rand,
(South African currency,) as sureties and co-principal debtors for the due payment to the National Industrial Council of the Leather Industry of South Africa by.....
of all moneys due, payable or to become due and payable by him/ them to the National Industrial Council of the Leather Industry of South Africa in respect of its various Funds as identified in clause 26 of this Agreement, and hereby renounce all the benefits from the legal exceptions of excussion and division, with the force or effect of which I/we hereby acknowledge myself/ourselves to be fully acquainted.

This guarantee is not negotiable or transferable and expires on 31 December 19....., subject to the National Industrial Council of the Leather Industry of South Africa being entitled to claim payment upon this guarantee, notwithstanding such expiry, for any of the said sums due but unpaid at the said date of expiry of this guarantee.

Signed at..... this..... day
of 19.....

Signature of guarantor

Witnesses:

1.
2.

This Agreement signed on behalf of the parties this 29th day of February 1980.

M. PORTER, Member of the Council.

F. J. J. JORDAAN, Member of the Council.

J. P. HORN, Secretary of the Council.

No. R. 1464

18 Julie 1980

WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-
AFRIKA.—WYSIGING VAN OOREENKOMS VIR
DIE HANDSAKSEKSIE

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Handsakseksie van die Leernywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 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;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 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 Nywerheid in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en

No. R. 1464

18 July 1980

INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH
AFRICA.—AMENDMENT OF AGREEMENT FOR
THE HANDBAG SECTION

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation 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 Handbag Section of the Leather Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1981, 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;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1981, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Republic of South Africa, excluding the port and settlement of Walvis Bay; and

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 eindig, in die Republiek van Suid-Afrika, uitgesonderd die hawe en nederstelling van Walvisbaai, *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigene van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA -HANDSAKSEKSIE

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

(a) Midland and Border Leather Industry Manufacturers' Association

(b) Cape Western and North-Western Leather Industries Employers' Association

(c) Transvaal Footwear, Tanning and Leather Trades Association

(d) Natal Footwear, Tanning and General Leather Manufacturers' Association

(e) Southern Cape Leather Industries Association

en

(f) South African Handbag Manufacturers' Association (hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

(g) National Union of Leather Workers

en

(h) 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,

om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 460 van 14 Maart 1980, te wysig.

KLOUSULE 8.—VAKANSIEDAE EN JAARLIKSE VERLOF

1. Skrap subklousules (8) en (9).

2. Voeg die volgende nuwe klousule in na klousule 24:

"25. WAARBORG: VERLOFBESOLDIGING EN BYDRAE

(1) Elke werkgewer in die Nywerheid moet teen die einde van Februarie elke jaar en elke werkgewer wat tot die Nywerheid toetree, moet binne 14 dae na sodanige toetrede of deur middel van 'n bankwaarborg in die vorm van Aanhangsel D of deur middel van 'n sertifikaat verskaf deur 'n geregistreerde versekeringsmaatskappy, tot tevredeheid van die Raad bewys lewer dat daar sekuriteit bestaan vir die betaling van die volgende:

(a) Verloftoelae wat oploep ingevolge klousule 8 van hierdie Ooreenkoms;

(b) vier weke se heffings en bydraes ten opsigte van—

(i) heffings verskuldig aan die raad ingevolge klousule 5 van die Administrasiefondsooreenkoms;

(ii) Siekefondsbysdraes ingevolge klousule 6 van die Siekefondsfondsooreenkoms;

(iii) Voorsorgfondsbysdraes ingevolge klousule 4 van die Voorsorgfondsooreenkoms;

(iv) Aanvullende Siekefondsbysdraes ingevolge klousule 9 van die Aanvullende Siekefondsfondsooreenkoms.

(2) Indien die waarborg wat die werkgewer ingedien het onvoldoende is om die betaling van verlofbesoldiging en heffings/bydraes soos in subklousule (1) bedoel, te dek, moet die werkgewer op aanvraag deur die Raad die bedrag van die waarborg verhoog tot 'n bedrag wat genoegsaam is om sodanige betaling te dek.

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa, excluding the port and settlement of Walvis Bay, and with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1981, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all persons who are not employees and who are employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA—HANDBAG SECTION

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

(a) Midland and Border Leather Industry Manufacturers' Association

(b) Cape Western and North-Western Leather Industries Employers' Association

(c) Transvaal Footwear, Tanning and Leather Trades Association

(d) Natal Footwear, Tanning and General Leather Manufacturers' Association

(e) Southern Cape Leather Industries Association

and

(f) South African Handbag Manufacturers' Association (hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

(g) National Union of Leather Workers

and

(h) Transvaal Leather and Allied Trades Industrial Union (hereinafter referred to as the "employees" or "trade unions"), of the other part,

being parties to the National Industrial Council of the Leather Industry of South Africa

to amend the Agreement published under Government Notice R. 460 of 14 March 1980.

CLAUSE 8.—HOLIDAYS AND ANNUAL LEAVE

1. Delete subclauses (8) and (9).

2. Insert the following new clause after clause 24:

"25. GUARANTEE: LEAVE PAY AND CONTRIBUTIONS

(1) Every employer in the Industry shall at the end of February each year and every employer entering the Industry shall within 14 days of such entry satisfy the Council either by way of a bank guarantee in the form of Annexure D or a certificate provided by a registered insurance company that security exists to cover the payment of the following:

(a) Leave allowance accruing in terms of clause 8 of this Agreement;

(b) four weeks' levies and contributions in respect of—

(i) levies to the Council in terms of clause 5 of the Administration Expenses Agreement;

(ii) Sick Fund contributions in terms of clause 6 of the Sick Benefit Fund Agreement;

(iii) Provident Fund contributions in terms of clause 4 of the Provident Fund Agreement;

(iv) Supplementary Sick Benefit Fund contributions in terms of clause 9 of the Supplementary Sick Benefit Fund Agreement.

(2) Where the guarantee lodged by an employer is insufficient to cover the payment of leave pay and levies/contributions referred to in subclause (1), the employer shall on demand by the Council increase the amount of such guarantee to an amount sufficient to cover such payment.

'n Werkgewer moet toegelaat word om die bedrag van die waarborg te verminder indien 'n vermindering van die getal werknemers in diens van sodanige werkgewer 'n vermindering regverdig. Met dien verstande dat geen vermeerdering of vermindering van die bedrag van enige waarborg met tussenpose van minder as ses maande vereis of toegelaat mag word nie.

(3) Die Raad is daartoe geregtig om die waarborg wat deur 'n werkgewer ooreenkomstig subklousule (1) by die Raad ingedien is na goeëdunke aan te wend as betaling van enige bedrag wat sodanige werkgewer aan die Raad verskuldig is ten opsigte van heffings/bydraes of verlofbesoldiging wat namens of aan een of meer werknemers van sodanige werkgewer verskuldig is as die Raad daarvan oortuig is dat sodanige bedrae deur die betrokke werkgewer verskuldig en betaalbaar is."

3. AANHANGSEL D.—WAARBORG.

Vervang Aanhangsel D deur die volgende:

"AANHANGSEL D WAARBORG

Ek/Ons, die ondergetekende(s), behoortlik daartoe gemagtig in my/ons hoedanigheid van.....
verbind hierby genoemde.....
ten bedrae van..... rand
(Suid-Afrikaanse geld) as borge en medehoofskuldenaars vir betaling aan die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika deur.....
van alle geld wat deur hom/hulle aan die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika verskuldig of betaalbaar is of word, ten opsigte van die onderskeie Fondse van die Raad soos in klousule 25 van hierdie Ooreenkoms geïdentifiseer en doen hierby afstand van alle voordele van die regseksepsies van uitwinning en skuldverdeling en verklaar dat ek/ons ten volle op die hoogte is van die betekenis en uitwerking daarvan.

Hierdie waarborg is nie verhandelbaar of oordraagbaar nie en verstryk op 31 Desember 19..... Met dien verstande dat die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika daarop geregtig is om, ondanks sodanige verstryking, betaling ooreenkomstig hierdie waarborg te eis van enige gemelde bedrae wat op sodanige verstrykingsdatum van hierdie waarborg verskuldig was maar nie betaal is nie.

Op hede die..... dag van..... 19.....
te..... onderteken.

Handtekening van borg

Getuie:

1.
2.

Hierdie Ooreenkoms is namens die partye op hede die 29ste dag van Februarie 1980 onderteken.

M. PORTER, Lid van die Raad.

F. J. J. JORDAAN, Lid van die Raad.

J. P. HORN, Sekretaris van die Raad.

No. R. 1484

18 Julie 1980

PLAASLIKE BESTUURSONDERNEMING IN DIE PROVINSIE TRANSVAAL

Die onderstaande verbetering van Goewermentskenisgewing R. 552 wat in *Staatskoerant* 6899 van 28 Maart 1980 verskyn, word vir algemene inligting gepubliseer:

In die Engelse teks van die Bylae vervang die uitdrukking "full-time" deur die uitdrukking "permanent" waar dit in die omskrywing van "employee" in klousule 3 voorkom.

An employer shall be permitted to reduce the amount of his guarantee where a reduction in the number of employees engaged by such employer warrants a reduction: Provided that no increase or reduction of the amount of any guarantee shall be required or permitted at intervals of less than six months.

(3) The Council shall be entitled to utilise the guarantee lodged by an employer with the Council in terms of sub-clause (1) to pay at its sole discretion any amount which may be due to the Council by such employer in respect of levies/contributions or leave pay which may be due on behalf of or to any one or more employees of such employer where the Council is satisfied that such sums are due and payable by the employer concerned."

3. ANNEXURE D.—GUARANTEE

Substitute the following for Annexure D:

"ANNEXURE D GUARANTEE

I/We, the undersigned, duly authorised thereto in my/our capacity as.....
of the.....
do hereby bind the said.....
in the sum of..... rand,
(South African currency,) as sureties and co-principal debtors for the due payment to the National Industrial Council of the Leather Industry of South Africa by.....
of all moneys due, payable or to become due and payable by him/ them to the National Industrial Council of the Leather Industry of South Africa in respect of its various Funds as identified in clause 25 of this Agreement and hereby renounce all the benefits from the legal exceptions of excussion and division, with the force or effect of which I/we hereby acknowledge myself/ourselves to be fully acquitted.

This guarantee is not negotiable or transferable and expires on 31 December 19....., subject to the National Industrial Council of the Leather Industry of South Africa being entitled to claim payment upon this guarantee, notwithstanding such expiry, for any of the said sums due but unpaid at the said date of expiry of this guarantee.

Signed at..... this..... day of.....
19.....

Signature of guarantor

Witnesses:

1.
2.

This Agreement signed on behalf of the parties this 29th day of February 1980.

M. PORTER, Member of the Council.

F. J. J. JORDAAN, Member of the Council.

J. P. HORN, Secretary of the Council.

No. R. 1484

18 July 1980

LOCAL GOVERNMENT UNDERTAKING IN THE PROVINCE OF THE TRANSVAAL

The following correction to Government Notice R. 552 appearing in *Government Gazette* 6899 of 28 March 1980, is published for general information:

In the English version of the Schedule, substitute the expression "permanent" for the expression "full-time" where it appears in the definition of "employee" in clause 3.

No. R. 1498

18 Julie 1980

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, KAAP. — WYSIGING VAN VOORSORGFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1981 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;

(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 1981 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 Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms; en

(c) kragtens artikel 48 (3) (a) 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 1981 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms, *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHERA, Minister van Mannekragbenutting.

BYLAE

NYWERHEIDSRaad VIR DIE KLERASIE-NYWERHEID (KAAP)

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Cape Clothing Manufacturers' Association

Cape Knitting Industry Association

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

Garment Workers' Union of the Western Province

(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 van die Raad, gepubliseer by Goewermentskennisgewing R. 617 van 30 Maart 1979, soos gewysig by Goewermentskennisgewing R. 1958 van 7 September 1979, te wysig.

1. TOEPASSINGSBESTEK

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

(a) deur die werkgewers en die werknemers wat lede van die werkgewersorganisasie en die vakvereniging is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is;

No. R. 1498

18 July 1980

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, CAPE. — AMENDMENT OF PROVIDENT FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation 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 Clothing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1981, 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;

(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 1981, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the Amending Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the Amending Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1981, the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall *mutatis mutandis* be binding upon all persons who are not employees and who are employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of such persons in their employ.

S. P. BOTHERA, Minister of Manpower Utilisation.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Cape Clothing Manufacturers' Association

Cape Knitting Industry Association

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

Garment Workers' Union of the Western Province,

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

being parties to the Industrial Council for the Clothing Industry (Cape),

to amend the Agreement of the Council, published under Government Notice R. 617 of 30 March 1979, as amended by Government Notice R. 1958 of 7 September 1979.

1. SCOPE OF APPLICATION

(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 trade union, respectively and who are engaged or employed therein;

(b) in die landdrostdistrikte—

(i) Die Kaap, Simonstad, Bellville, Goodwood, Somerset-Wes, Strand, Worcester en George, in verband met die werksaamhede uiteengesit in paragrafe (a) en/of (b) van die omskrywing "Klerasienywerheid" in klousule 3 van hierdie Ooreenkoms;

(ii) Wynberg, in verband met die werksaamhede uiteengesit in paragrafe (a) en/of (b) en/of (c) van die omskrywing "Klerasienywerheid" in klousule 3 van die Voorsorgfondsooreenkoms.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) van toepassing slegs ten opsigte van werknemers vir wie lone voorgeskryf word in die Hoof-ooreenkoms, die Ooreenkoms vir die Brei-afdeling of die Ooreenkoms vir die Platteland;

(b) nie van toepassing op handelsreisigers of werknemers en werkende direkteure wie se lone minstens R4 800 per jaar bedra nie.

2. KLOUSULE 6—BYDRAES

(1) Vervang subklousules (1) en (2) deur die volgende:

"(1) *Werknemers se bydraes*—Vir die doeleindes van die Fonds moet elke werkgewer van die loon van elk van sy werknemers, uitgesonderd handelsreisigers of werknemers of werkende direkteure wat minstens R4 800 per jaar verdien, wat gedurende enige week gewerk het, ongeag die tydskuur van die werk, bydraes soos volg af trek:

(a) *Werknemers se gewone bydrae*: 20c per week.

(b) *Werknemers se bykomende bydraes*:

Bykomende bydrae I: 15c per week.

Bykomende bydrae II: 'n Verdere 15c per week.

Met dien verstande dat geen bedrag afgetrek mag word van die loon van 'n manlike bydraer wat die ouderdom van 65 of 'n vroulike bydraer wat die ouderdom van 60 bereik het nie.

(2) *Werkgewers se bydraes*—'n Werkgewer moet vir elk van sy werknemers ten opsigte van wie bydraes ooreenkomstig subklousule (1) afgetrek word soos volg bydra:

(a) *Werkgewers se gewone bydrae*: 20c per week.

(b) *Werkgewers se bykomende bydrae*:

Bykomende bydrae I: 5c per week.

Bykomende bydrae II: 'n Verdere 5c per week.

(2) In subklousule (5), skrap die woord "gewone" in paragrafe (a) en (b).

(3) In subklousule (6), skrap die woord "gewone" in paragrafe (a) en (b) en vervang paragraaf (c) deur die volgende:

"(c) die naam en dienskaartnommer van elke bydraer en die bedrag wat ten opsigte van elke week van die betrokke maand afgetrek is en die totale bedrag van werknemers se vrywillige bydraes."

(4) In subklousule (7) (a) skrap die woord "gewone" waar dit voorkom.

(5) In subklousule (9), skrap die woord "gewone".

3. KLOUSULE 9. BEDRAG VAN BYSTAND

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

"(1) *Uittredingsbystand*.—Behoudens paragraaf (a) hiervan, is die volgende bystand betaalbaar aan 'n bydraer wie se lidmaatskap ophou, uitgesonderd ooreenkomstig subklousules (3), (5) en (6):

(a) *Lidmaatskap van minder as ses maande*.—Indien die bydraer minder as ses maande 'n bydraer was, is hy nie geregtig op enige bystand uit die Fonds nie.

(b) *Lidmaatskap van ses maande en langer maar minder as twee jaar*.—Indien die bydraer ses maande en langer maar minder as twee jaar 'n bydraer was, is hy geregtig op 'n terugbetaling van sy eie gewone en bykomende bydraes, d.w.s. die bedrag wat deur die werkgewer namens hom bygedra is, word glad nie in aanmerking geneem nie.

(c) *Lidmaatskap van twee jaar en langer*.—Indien die bydraer twee jaar en langer 'n bydraer was, is hy geregtig op 'n terugbetaling van—

(i) sy eie gewone en bykomende bydraes; plus

(ii) vir elke voltooiide jaar ten opsigte waarvan gewone bydraes betaal is, 6 persent van die werkgewer se gewone bydraes wat namens hom gemaak is; plus

(iii) vir elke voltooiide jaar van lidmaatskap vanaf 1 April 1979, 6 persent van die werkgewer se bykomende bydraes I wat namens hom gemaak is; plus

(b) in the Magisterial Districts of—

(i) The Cape, Simonstown, Bellville, Goodwood, Somerset West, Strand, Worcester and George on the operations set forth in paragraphs (a) and/or (b) of the definition "Clothing Industry" in clause 3 of the Agreement;

(ii) Wynberg, on the operations set forth in paragraphs (a) and/or (b) and/or (c) in the definition "Clothing Industry" in clause 3 of the Provident Fund Agreement.

(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 the Main Agreement, the Knitting Division Agreement or Country Areas Agreement;

(b) not apply to travellers or employees and working directors whose wages are not less than R4 800 per annum.

2. CLAUSE 6.—CONTRIBUTIONS

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

"(1) *Employees' contributions*.—For the purposes of the Fund, every employer shall deduct from the wages of each of his employees, other than travellers or employees or working directors who earn not less than R4 800 per annum, who have worked during any week, irrespective of the time so worked, the following contributions:

(a) *Employees' ordinary contribution*.—20c per week.

(b) *Employees' supplementary contributions*:

Supplementary contribution I: 15c per week.

Supplementary contribution II: A further 15c per week:

Provided that no deductions shall be made from the wages of any male contributor who has reached the age of 65 or any female contributor who has reached the age of 60.

(2) *Employers' contributions*.—An employer shall contribute to the Fund on the following basis for each of his employees in respect of whom contributions are deducted as provided in subclause (1):

(a) *Employers' ordinary contribution*.—20c per week.

(b) *Employers' supplementary contributions*:

Supplementary contribution I: 15c per week.

Supplementary contribution II: A further 5c per week.

(2) In subclause (5), delete the word "ordinary" in paragraphs (a) and (b).

(3) In subclause (6), delete the word "ordinary" in paragraphs (a) and (b) and substitute the following for paragraph (c):

"(c) the name and service card number of each contributor and the amount deducted in respect of each week of the month in question and the total amount of employees' voluntary contributions."

(4) In subclause 7 (a) delete the word "ordinary" wherever it appears.

(5) In subclause (9), delete the word "ordinary".

3. CLAUSE 9.—AMOUNT OF BENEFITS

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

"(1) *Withdrawal benefits*.—Save as provided in paragraph (a) hereof, the benefits payable to a contributor whose membership ceases, other than in terms of subclauses (3), (5) and (6), shall be as follows:

(a) *Less than six months' membership*.—Where a contributor has been a contributor for less than six months, he shall not be entitled to any benefit from the Fund.

(b) *Six months' membership and over but less than two years*.—Where a contributor has been a contributor for six months and over but less than two years, he shall be entitled to a refund of his own ordinary and supplementary contributions, i.e. disregarding entirely the amount contributed by the employer on his behalf.

(c) *Two years' membership and over*.—Where a contributor has been a contributor for two years and over, he shall be entitled to—

(i) a refund of his own ordinary and supplementary contributions; plus

(ii) for each completed year of ordinary contributions, 6 per cent of the employer's ordinary contributions on his behalf; plus

(iii) in respect of each completed year of membership as from 1 April 1979, 6 per cent of the employer's supplementary contributions I on his behalf; plus

(iv) vir elke voltooide jaar van lidmaatskap vanaf 1 April 1980, 6 persent van die werkgewer se bykomende bydraes II wat namens hom gemaak is."

(2) In subklousule (2), vervang paragraaf (a) deur die volgende:

"(a) Bystand wat ontstaan uit werknemers se vrywillige bydraes ingevolge klousule 6 (3) van hierdie Ooreenkoms moet aan bydraers betaal word terselfdertyd as en benewens die gewone bystand wat voorgeskryf is in subklousules (1) (gewone uittredingsbystand), (3) (aftredingsbystand), (4) (bystand ten opsigte van vorige diens), (5) (ongeskiktheidsbystand), (9) bonusbystand) en, in die geval van bystand by afsterwe van 'n bydraer ingevolge subklousule (6), aan die bevoordeelde of bevoordeeldes van afgestorwe bydraers: Met dien verstande dat, wanneer 'n bydraer die aftreecouderdom bereik maar in diens bly, hy kan kies om voort te gaan met sy vrywillige bydraes ingevolge klousule 6 (3) totdat hy die Nywerheid finaal verlaat."

(3) In subklousule (3), vervang paragrafe (a), (b) en (c) deur die volgende:

"(a) Wanneer die bydraer die ouderdom van 60 jaar in die geval van mans en 55 jaar in die geval van vroue bereik, moet die bystand wat aan hom betaal moet word gelyk wees aan—

(i) die bystand bereken ingevolge subklousule (1); plus
(ii) die werkgewer se gewone en bykomende bydraes wat namens die lid gemaak is;

(iii) vir elke voltooide jaar van gewone bydraes, 6 persent van sy eie gewone bydraes; plus

(iv) vir elke voltooide jaar van lidmaatskap vanaf 1 April 1979, 6 persent van sy eie bykomende bydraes I; plus

(v) vir elke voltooide jaar van lidmaatskap vanaf 1 April 1980, ses persent van sy eie bykomende bydraes II.

(b) *Opsionele vroeë aftreding.*—Behoudens die geval waar 'n bydraer kragtens subklousule (5) vir 'n bedrag in aanmerking kom en so 'n bedrag wel aan hom betaal word, mag daar te eniger tyd nadat 'n vroulike bydraer die ouderdom van 50 en 'n manlike bydraer die ouderdom van 55 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:

Bystand	Ouderdom by aftreding	
	Mans	Vroue
Uittredingsbystand + Nul.....	55	50
Uittredingsbystand + 20 persent van die bystand bereken ingevolge subklousule 3 (a) (ii), (iii), (iv) en (v).....	56	51
Uittredingsbystand + 40 persent van die bystand bereken ingevolge subklousule 3 (a) (ii), (iii), (iv) en (v).....	57	52
Uittredingsbystand + 60 persent van die bystand bereken ingevolge subklousule 3 (a) (ii), (iii), (iv) en (v).....	58	53
Uittredingsbystand + 80 persent van die bystand bereken ingevolge subklousule 3 (a) (ii), (iii), (iv) en (v).....	59	54

(c) *Opsionele laat aftreding.*—Wanneer 'n bydraer die aftreecouderdom ingevolge subklousule 3 (a) bereik maar in diens bly, kan hy kies of hy by diensbeëindiging of by bereiking van die ouderdom van 60 in die geval van vroue of 65 in die geval van mans naamlik die vroegste datum, wil aftree, en is hy by diensbeëindiging of by bereiking van die ouderdom van 60 in die geval van vroue of 65 in die geval van mans, naamlik die vroegste datum, geregtig op uittredingsbystand wat gelyk is aan die bystand bereken ingevolge subklousule (3) (a)."

(4) Vervang subklousule 6 (a) deur die volgende:

"(6) *Bystand by afsterwe van 'n bydraer.*—Die Bestuurskomitee moet, wanneer bewys van die afsterwe van 'n bydraer voorgelê word, magtiging daartoe verleen—

(a) dat bystand wat gelyk is aan bystand bereken ingevolge subklousule (3) (a), uitgesonderd bonusbystand bereken ingevolge subklousule (9), betaal word: Met dien verstande dat indien die lid ten tyde van sy afsterwe minder as ses maande laat bygedra het en nog in diens is of indien hy langer as ses maande maar minder as twee jaar

(iv) in respect of each completed year of membership, as from 1 April 1980, 6 per cent of the employer's supplementary contributions II on his behalf."

(2) In subclause (2), substitute the following for paragraph (a):

"(a) Benefits arising from employees' voluntary contributions in terms of clause 6 (3) of this Agreement, shall be payable to contributors at the same time and in addition to the ordinary benefits prescribed in subclauses (1) (ordinary withdrawal benefits), (3) retirement benefits), (4) (past service benefits), (5) (disability benefits), (9) (bonus benefits) and in the case of death benefits in terms of subclause (6), to the beneficiary or beneficiaries of deceased contributors: Provided that where a contributor reaches retiring age, but remains in employment, the contributor may elect to continue his voluntary contributions in terms of clause 6 (3) until he finally leaves the Industry."

(3) In subclause (3), substitute the following for paragraphs (a), (b) and (c):

"(a) Where a contributor retires on reaching the age of 60 years in the case of a male, or the age of 55 years in the case of a female, the benefits to be paid to him shall be equal to—

(i) that calculated in terms of subclause (1); plus

(ii) the employer's ordinary and supplementary contributions made in respect of the member; plus

(iii) for each completed year of ordinary contributions, 6 per cent of his own ordinary contributions; plus

(iv) in respect of each completed year of membership as from 1 April 1979, 6 per cent of his own supplementary contributions I; plus

(v) for each completed year of membership as from 1 April 1980, 6 per cent of his own supplementary contributions II.

(b) *Optional early retirement.*—Except where a contributor qualifies for and is paid an amount in terms of subclause (5), application may be made to the Fund for retirement benefits at any time after the contributor, in the case of females, has reached the age of 50 and, in the case of males, has reached the age of 55.

Provided the Committee is satisfied that the contributor will not return to the Industry, the Committee may authorise benefits on the following scale:

Benefits	Age at retirement	
	Males	Females
Withdrawal benefits + Nil.....	55	50
Withdrawal benefits + 20 per cent of the benefits calculated in subclause (3) (a) (ii), (iii), (iv) and (v).....	56	51
Withdrawal benefits + 40 per cent of the benefits calculated in subclause (3) (a) (ii), (iii), (iv) and (v).....	57	52
Withdrawal benefits + 60 per cent of the benefits calculated in subclause (3) (a) (ii), (iii), (iv) and (v).....	58	53
Withdrawal benefits + 80 per cent of the benefits calculated in subclause (3) (a) (ii), (iii), (iv) and (v).....	59	54

(c) *Optional late retirement.*—Where a contributor reaches the retiring age specified in subclause (3) (a), but remains in employment, the contributor may elect to retire on termination of employment or on reaching the age of 60 in the case of females or 65 in the case of males, whichever is the earlier, and shall be entitled on termination of employment or on reaching the age of 60 in the case of females or 65 in the case of males, whichever is the earlier, to a benefit equal to that calculated in terms of subclause (3) (a)."

(4) Substitute the following for subclause (6) (a):

"(6) *Death benefits.*—The Management Committee, upon production of proof of the decease of a contributor, shall authorise—

(a) that a benefit be paid equal to that calculated in terms of subclause (3) (a) but excluding any bonus benefit calculated in terms of subclause (9): Provided that at time of death if the member had contributed for less than six months and was still in employment or if he had contributed for more than six months but less than two years the benefit shall instead be equal to his own ordinary

bygedra het, die bystand gelyk moet wees aan sy eie gewone en bykomende bydraes plus die werkgever se eie gewone en bykomende bydraes wat namens hom gemaak is.”

(5) Vervang subklousule (9) deur die volgende:

“(9) *Bonusbystand*.—In die geval van ’n bydraer wat in aanmerking kom vir—

(a) gewone aftredingsbystand ingevolge subklousule (3) (a);
(b) opsionele vroeë aftredingsbystand ingevolge subklousule (3) (b);

(c) laat aftredingsbystand ingevolge subklousule (3) (c);
of

(d) ongeskiktheidsbystand ingevolge subklousule (5);

moet die totaal van sy eie gewone en bykomende bydraes plus die gewone en bykomende bydraes wat sy werkgever namens hom tot en met 31 Desember 1982 bygedra het, met 20 persent verhoog word, en sodanige verhoogde totaal dien dan as grondslag vir die berekening van sy bystand: Met dien verstande dat, in die geval van opsionele vroeë aftredingsbystand, die betrokke bydraer meer as 520 weke tot die Fonds moes bygedra het.”

4. KLOUSULE 10.—BETALING VAN BYSTAND

In subklousule (6), vervang die uitdrukking “31 Maart” deur die uitdrukking “30 Junie”.

Namens die partye op hede die 7de dag van Maart 1980 te Soutrivier onderteken.

A. M. ROSENBERG, Voorsitter van die Raad.

L. A. PETERSEN, Ondervoorsitter van die Raad.

G. J. NEL, Sekretaris van die Raad.

No. R. 1499

18 Julie 1980

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIËSE NYWERHEID, NATAL.—WYSIGING VAN PENSIOENFONDSE-OOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Elektrotegniese Nywerheid betrekking het, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1982 eindig, bindend is vir die werkgevers-organisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgevers en werknemers wat lede van genoemde organisasies 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 eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1982 eindig, bindend is vir alle ander werkgevers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1982 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde

and supplementary contributions plus the employer's own ordinary and supplementary contributions made on his behalf;”

(5) Substitute the following for subclause (9):

“(9) *Bonus benefits*.—A contributor who qualifies for—

(a) a normal retirement benefit in terms of subclause (3) (a);

(b) an optional early retirement benefit in terms of subclause (3) (b);

(c) a late retirement benefit in terms of subclause (3) (c);
or

(d) a disability benefit in terms of subclause (5);

shall have the total of his own ordinary and supplementary contributors plus the ordinary and supplementary contributions made by his employer in respect of him up to and including 31 December 1982 increased by 20 per cent and such increased total shall be the basis on which his benefit shall be calculated: Provided that in the case of an optional early retirement benefit, the contributor concerned shall have contributed to the Fund for more than 520 weeks.”

4. CLAUSE 10.—PAYMENT OF BENEFITS

In subclause (6), substitute the expression “30 June” for the expression “31 March”.

Signed at Salt River on behalf of the parties this 7th day of March 1980.

A. M. ROSENBERG, Chairman of the Council.

L. A. PETERSEN, Vice-Chairman of the Council.

G. J. NEL, Secretary of the Council.

No. R. 1499

18 July 1980

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL INDUSTRY, NATAL.—AMENDMENT OF PENSION FUNDS AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation 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 Electrical Industry, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 31 March 1982, 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;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 31 March 1982, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the Amending Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the Amending Agreement and with effect from the first Monday after the date of publication of this notice and for the period ending 31 March 1982, the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall *mutatis mutandis* be binding upon all persons who are not employees and who are

Nywerheid by dié werkgewers vir wie enigene van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE NYWERHEID (NATAL)

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Electrical Engineering and Allied Industries Association
en die

Radio, Appliance and Television Association of South Africa
en die

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

en die

Amalgamated Engineering Union

(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 van die Raad, gepubliseer by Goewermentskennisgewing R. 2043 van 13 Oktober 1978, te wysig.

1. TOEPASSINGSBESTEK

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

(a) wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is; en

(b) wat betrokke is by of in diens is in verband met—

(i) die werksaamhede uiteengesit in paragrawe (a), (b) en (c) van die omskrywing van "Elektrotegniese Nywerheid" in klousule 3 van hierdie Deel van die Ooreenkoms in die munisipale gebied van Pietermaritzburg soos omskryf op 15 November 1952 en in die landrostdistrikte Durban, Pinetown, Camperdown, Dundee, Estcourt, Hlabisa, Ixopo, Kliprivier, Lionsrivier, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Umzinto en Vryheid;

(ii) die werksaamhede uiteengesit in paragraaf (d) van die omskrywing van "Elektrotegniese Nywerheid" in klousule 3 van hierdie Deel van die Ooreenkoms in die provinsie Natal.

(2) Ondanks subklousule (1), is die Ooreenkoms van toepassing op—

(a) vakleerlinge slegs vir sover dit nie strydig is met die Wet op Vakleerlinge, 1944, of met voorwaardes wat daarkragtens gestel is nie;

(b) kwekelinge slegs vir sover dit nie strydig is met die Wet op Opleiding van Ambagsmanne, 1951, of met voorwaardes wat daarkragtens gestel is nie.

2. KLOUSULE 2 VAN DEEL IIA.—WOORDOMSKRYWING

In die omskrywing van "werknemer", vervang die syfers "R1,05", "R1,65", "R74,25" en "R321,75", deur onderskeidelik die syfers "R1,35", "R2,07", "R93,15" en "R403,65".

3. KLOUSULE 4 VAN DEEL IIA.—BYDRAES

(1) In subklousule (2), vervang die syfer "5" deur die syfer "6".

(2) In subklousule (3), vervang die syfer "R1,05" oral waar dit voorkom deur die syfer "R1,35".

4. KLOUSULE 4 VAN DEEL IIB.—BYDRAES

In subklousule (2), vervang die syfer "5" deur die syfer "6".

5. KLOUSULE 4 VAN DEEL III.—BYDRAES

Vervang die bestaande subklousule (1) deur die volgende:

"(1) Een keer elke jaar moet die Raad die weeklikse bedrag bepaal wat aan die Pensioenfonds betaalbaar is ten opsigte van geregistreerde draadwerkers, spesialisambagsmanne, ambagsmanne, Loon D- en Loon DDD-werknemers,

employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Electrical Engineering and Allied Industries Association
and the

Radio, Appliance and Television Association of South Africa
and the

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

and the

Amalgamated Engineering Union

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

being parties to the Industrial Council for the Electrical Industry (Natal),

to amend the Agreement of the Council, published under Government Notice R. 2043 of 13 October 1978.

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' organisations and trade unions, respectively; and

(b) who are engaged or employed in—

(i) the operations set forth in paragraphs (a), (b) and (c) of the definition of "Electrical Industry" in clause 3 of this Part of the Agreement in the municipal area of Pietermaritzburg as defined on 15 November 1952 and in the Magisterial Districts of Durban, Pinetown, Camperdown, Dundee, Estcourt, Hlabisa, Ixopo, Klip River, Lions River, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Umzinto and Vryheid;

(ii) the operations set forth in paragraph (d) of the definition of "Electrical Industry" in clause 3 of this Part of the Agreement in the Province of Natal.

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

(a) to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any conditions fixed thereunder;

(b) to trainees only in so far as they are not inconsistent with any provisions of the Training of Artisans Act, 1951, or any conditions prescribed in terms thereof.

2. CLAUSE 2 OF PART IIA.—DEFINITIONS

In the definition of "employee", for the figures "R1,05", "R1,65", "R74,25" and "R321,75", substitute the figures "R1,35", "R2,07", "R93,15" and "R403,65", respectively.

3. CLAUSE 4 OF PART IIA.—CONTRIBUTIONS

(1) In subclause (2), for the figure "5", substitute the figure "6".

(2) In subclause (3), for the figure "R1,05", wherever it occurs, substitute the figure "R1,35".

4. CLAUSE 4 OF PART IIB.—CONTRIBUTIONS

In subclause (2), for the figure "5", substitute the figure "6".

5. CLAUSE 4 OF PART III.—CONTRIBUTIONS

For subclause (1), substitute the following:

"(1) Once each year, the Council shall determine and advise every employer of the weekly amount payable to the Pension Fund in respect of registered wiremen, specialist

installeerders van elektriese leipype en drywers, en elke werkgewer daarvan verwittig. Die bedrag moet 12 persent van die voorgeskrewe loon wees wat kragtens die Hoofdooreenkoms betaalbaar is, bereken tot die naaste 10c daarna."

Soos gemagtig, vir en namens die partye op hede die 27ste dag van Mei 1980 te Durban onderteken.

B. NICHOLSON, Voorsitter van die Raad.

P. DE BACKER, Ondervoorsitter van die Raad.

D. F. ANTHONY, Sekretaris van die Raad.

No. R. 1500 18 Julie 1980

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIËSE NYWERHEID, NATAL.—HERNUWING VAN OOREENKOMS VIR DIE ELEKTROTEGNIËSE INGENIEURS- EN BEDIENINGSEKSIE

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van Goewermentskennisgewings R. 2073 van 21 September 1979 en R. 1027 van 23 Mei 1980, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 eindig.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 1501 18 Julie 1980

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIËSE NYWERHEID, NATAL.—WYSIGING VAN OOREENKOMS VIR DIE ELEKTROTEGNIËSE INGENIEURS- EN BEDIENINGSEKSIE

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Elektrotegniese Nywerheid betrekking het, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies 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 eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 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 Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie

artisans, artisans, Rates D and DDD employees, electrical conduit installers and drivers, which amount shall be 12 per cent of the prescribed wage payable in terms of the Main Agreement, taken to the next higher 10c."

Signed at Durban, as authorised, for and on behalf of the parties this 27th day of May 1980.

B. NICHOLSON, Chairman of the Council.

P. DE BACKER, Vice-Chairman of the Council.

D. F. ANTHONY, Secretary of the Council.

No. R. 1500 18 July 1980

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL INDUSTRY, NATAL.—RENEWAL OF AGREEMENT FOR THE ELECTRICAL ENGINEERING AND SERVICING SECTION

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 48 (4) (a) (ii) of the Industrial Conciliation Act, 1956, declare the provisions of Government Notices R. 2073 of 21 September 1979 and R. 1027 of 23 May 1980, to be effective from the date of publication of this notice and for the period ending 30 June 1981.

S. P. BOTHA, Minister of Manpower Utilisation.

No. R. 1501 18 July 1980

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL INDUSTRY, NATAL.—AMENDMENT OF AGREEMENT FOR THE ELECTRICAL ENGINEERING AND SERVICING SECTION

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation 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 Electrical Industry, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1981, 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;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1981, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the Amending Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the Amending Agreement and with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1981, the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall *mutatis mutandis* be binding upon all persons who are not

werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Manekragbenutting.

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE NYWERHEID (NATAL)

ELEKTROTEGNIËSE INGENIEURS- EN BEDIENINGSEKSIE

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenings, 1956, gesluit deur en aangegaan tussen die

Electrical Engineering and Allied Industries Association
en die

Radio, Appliance and Television Association of South Africa
en die

Electronics and Telecommunications Industries Association

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

South African Electrical Workers' Association
en die

Amalgamated Engineering Union

(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 van die Raad, gepubliseer by Goewermentskennisgewing R. 2073 van 21 September 1979, soos gewysig by Goewermentskennisgewing R. 1027 van 23 Mei 1980, te wysig.

ALGEMENE VOORWAARDES VAN TOEPASSING OP HIERDIE HELE OOREENKOMS

1. TOEPASSINGSBESTEK

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

(a) wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is; en

(b) wat betrokke is by of in diens is in verband met—

(i) die werksaamhede uiteengesit in paragrawe (a), (b) en (c) van die omskrywing van "Elektrotegniese Nywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2073 van 21 September 1979, in die munisipale gebied Pietermaritzburg soos omskryf op 15 November 1952, en in die landroosdistrikte Durban, Pinetown, Camperdown, Dundee, Estcourt, Hlabisa, Ixopo, Kliprivier, Lionsrivier, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Umzinto en Vryheid;

(ii) die werksaamhede uiteengesit in paragraaf (d) van die omskrywing van "Elektrotegniese Nywerheid" in klousule 3 van genoemde Ooreenkoms in die provinsie Natal.

(2) Ondanks subklousule (1), is die Ooreenkoms—

(a) van toepassing op vakleerlinge slegs vir sover dit nie strydig is met die Wet op Vakleerlinge, 1944, of met voorwaardes wat daarkragtens gestel is nie;

(b) van toepassing op kwekelinge slegs vir sover dit nie strydig is met die Wet op Opleiding van Ambagsmanne, 1951, of met voorwaardes wat daarkragtens gestel is nie;

(c) nie van toepassing nie op werkgewers en werknemers wat betrokke is by of in diens is in die Elektrotegniese Aannemingsseksie van die Nywerheid.

(3) Vir die toepassing van hierdie Ooreenkoms word die weeklikse loonskaal van vakleerling, voorgeskryf kragtens die Wet op Vakleerlinge (Wet 37 van 1944), as die weekloon van sodanige werknemers geneem en is die uurloon die weekloon, soos hierbo bereken, gedeel deur die getal gewone ure wat daar in die betrokke bedryfsinrigting gewerk word.

employees and who are employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)

ELECTRICAL ENGINEERING AND SERVICING SECTION

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Electrical Engineering and Allied Industries Association
and the

Radio, Appliance and Television Association of South Africa
and the

Electronics and Telecommunications Industries Association (hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

South African Electrical Workers' Association
and the

Amalgamated Engineering Union

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

being parties to the Industrial Council for the Electrical Industry (Natal),

to amend the Agreement of the Council, published under Government Notice R. 2073 of 21 September 1979, as amended by Government Notice R. 1027 of 23 May 1980.

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' organisations and trade unions, respectively; and

(b) who are engaged or employed in—

(i) the operations set forth in paragraphs (a), (b) and (c) of the definition of "Electrical Industry" in clause 3 of the Agreement published under Government Notice R. 2073 of 21 September 1979, in the municipal area of Pietermaritzburg as defined on 15 November 1952, and in the Magisterial Districts of Durban, Pinetown, Camperdown, Dundee, Estcourt, Hlabisa, Ixopo, Klip River, Lions River, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Umzinto and Vryheid;

(ii) the operations set forth in paragraph (d) of the definition of "Electrical Industry" in clause 3 of the said Agreement in the Province of Natal.

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

(a) apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any conditions fixed thereunder;

(b) apply to trainees only to the extent to which they are not inconsistent with any provisions of the Training of Artisans Act, 1951, or any conditions prescribed in terms thereof;

(c) not apply to employers and employees engaged or employed in the Electrical Contracting Section of the Industry.

(3) For purposes of this Agreement, the weekly wage rate of apprentices, prescribed under the Apprenticeship Act (Act 37 of 1944), 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 1 VAN SEKSIE 1 VAN DEEL II.—TOELAES

In subklousule (1) (d), vervang die syfers "R7,00", "R6,50" en "R2,50" onderskeidelik deur die syfers "R8,00", "R7,50" en "R3,00".

3. KLOUSULE 4 VAN SEKSIE 1 VAN DEEL II.—VERLOFBONUS

(1) In subklousule (1), vervang die bestaande tabel deur die volgende tabel:

	Eerste verlosiklus	Tweede verlosiklus	Derde verlosiklus	Vierde of latere verlosiklus
	R	R	R	R
Waar die werknemer se gelyste loon hoogstens 92c per uur is en werknemers in diens as wagte	45	53	60	67
Waar die werknemer se gelyste loon meer as 92c per uur maar hoogstens 134,5c per uur is.....	63	74	86	98
Waar die werknemer se gelyste loon meer as 134,5c per uur maar hoogstens 159,5c per uur is.....	136	154	173	193
Waar die werknemer se gelyste loon meer as 159,5c per uur maar hoogstens 172c per uur is	154	176	196	217
Waar die werknemer se gelyste loon meer as 172c per uur maar hoogstens 206,5c per uur is.....	220	250	279	310
Waar die werknemer se gelyste loon meer as 206,5c per uur is.....	243	276	310	345

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

"(2) Subklousule (1) is nie van toepassing op vakleerlinge en/of op werknemers wat voertuie dryf nie (buitevervoer voertuie wat op openbare paaie gedryf word), en aan hulle moet daar gelyktydig met die betaling van hul verlofbesoldiging 'n verlofbonus soos volg betaal word:

(a) *Vakleerlinge*.—'n Jaarlikse verlofbonus bereken op die datum waarop daar gekwalifiseer word vir die verlof met besoldiging in die eerste, tweede, derde en vierde verlofsiklus terwyl hulle vakleerlinge is:

	R
Eerste verlofsiklus.....	113
Tweede verlofsiklus.....	138
Derde verlofsiklus.....	156
Vierde verlofsiklus.....	243

(b) *Die dryf van voertuie (buitevervoer—voertuie wat op openbare paaie gedryf word)*.—Jaarlikse verlofbonus pro rata bereken volgens die verlofkwalifikasie voltooi na die datum waarop die werknemer laas vir sy verlof met besoldiging gekwalifiseer het of die datum van sy indiensneming, naamlik die jongste datum:

Drywer van voertuie wat gelisensieer is om 'n loonvraag te vervoer van—

	R
tot en met 907 kg.....	82
meer as 907 kg en tot en met 2 722 kg.....	100
meer as 2 722 kg en tot en met 4 536 kg.....	113
meer as 4 536 kg.....	179

Skofte of tydperke van afwesigheid wat ingevolge klousule 2 (3) (a) (iii) van hierdie Seksie vir verlof tel, tel ook vir die kwalifikasie vir die verlofbonus."

4. SEKSIE 2 VAN DEEL II.—LONE EN/OF VERDIENSTE

Vervang subklousule (2) en (3) deur die volgende:

"(2) 'n Werknemer wat op 21 Julie 1980 by 'n werkgewer in diens is vir die verrigting van werk wat in hierdie Ooreenkoms ingedeel is, moet, terwyl hy in diens van dieselfde werkgewer is en afgesien daarvan of sy werklike loon onmiddellik voor genoemde datum hoër was as die loon wat vir sy klas

2. CLAUSE 1 OF SECTION 1 OF PART II.—ALLOWANCES

In subclause (1) (d), for the figures "R7,00", "R6,50" and "R2,50", substitute the figures "R8,00", "R7,50" and "R3,00", respectively.

3. CLAUSE 4 OF SECTION 1 OF PART II.—LEAVE BONUS

(1) In subclause (1), substitute the following table for the existing table:

	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycles
	R	R	R	R
Where the employee's scheduled rate does not exceed 92 cents per hour and employees employed on watchman's work...	45	53	60	67
Where the employee's scheduled rate exceeds 92 cents per hour but does not exceed 134,5 cents per hour.....	63	74	86	98
Where the employee's scheduled rate exceeds 134,5 cents per hour but does not exceed 159,5 cents per hour.....	136	154	173	193
Where the employee's scheduled rate exceeds 159,5 cents per hour but does not exceed 172 cents per hour.....	154	176	196	217
Where the employee's scheduled rate exceeds 172 cents per hour but does not exceed 206,5 cents per hour.....	220	250	279	310
Where the employee's scheduled rate exceeds 206,5 cents per hour.....	243	276	310	345

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

"(2) The provisions of subclause (1) shall not apply to apprentices and/or employees employed on vehicle driving (external transport—vehicle driven on public roads) who at the same time as they are paid their leave pay, shall be paid leave bonus as follows:

(a) *Apprentices*.—A leave bonus per annum calculated at date of qualification for the paid leave in the first, second, third and fourth leave cycles whilst they are apprentices:

	R
First leave cycle.....	113
Second leave cycle.....	138
Third leave cycle.....	156
Fourth leave cycle.....	243

(b) *Vehicle driving (external transport—vehicles driven on public roads)*.—A leave bonus per annum calculated pro rata to the leave qualifications completed after the date on which the employee last qualified for his paid leave, or the date of his engagement, whichever is the later:

Driver of vehicles authorised to carry a pay-load of—

	R
up to and including 907 kg.....	82
over 907 kg and up to 2 722 kg.....	100
over 2 722 kg and up to 4 536 kg.....	113
over 4 536 kg.....	179

Shifts or periods of absence which count for leave purposes in terms of clause 2 (3) (a) (iii) of this Section shall count for the purpose of the leave bonus qualification."

4. SECTION 2 OF PART II.—WAGES AND/OR EARNINGS

Substitute the following for subclauses (2) and (3):

"(2) Every employee who on 21 July 1980 is employed by an employer on work classified in this Agreement shall, whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in

werk in hierdie Ooreenkoms gespesifiseer is, minstens die werklike loon betaal word wat hy onmiddellik voor genoemde datum ontvang het, plus die volgende addisionele bedrag vir sy klas werk:

Klas werk	Bedrag per uur (sent)
Loon A.....	39
Loon AA—	
werknemers in hul eerste ses maande ononderbroke diens op bogenoemde datum.....	30
werknemers in hul tweede ses maande ononderbroke diens op bogenoemde datum.....	31
werknemers met meer as 12 maande ononderbroke diens op bogenoemde datum.....	32
Loon B.....	27
Loon C.....	26
Loon D.....	25
Loon DD.....	20
Loon DDD.....	17
Loon E.....	16
Loon F.....	14
Loon G.....	12
Lone H en I.....	12
	Bedrag per uur (sent)

Voertuie dryf:

Binnevervoer (d.w.s. wat nie op openbare paaie gedryf word nie):

- (a) Voertuie wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n ligte motorvoertuig sal vereis: Bruto massa van voertuig tot en met 3 500 kg..... 14
- (b) Voertuie wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n swaar motorvoertuig sal vereis: Bruto massa van voertuig meer as 3 500 kg en tot en met 13 600 kg..... 15
- (c) Voertuie wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n ekstra swaar motorvoertuig sal vereis:

Bruto massa van voertuig oor 13 600 kg..... 17

Buitevervoer:

Enige ander voertuig dryf wat gelisensieer is om 'n loonvrag tot en met die volgende perke te vervoer—

- tot en met 907 kg..... 14
- meer as 907 kg en tot en met 2 722 kg..... 15
- meer as 2 722 kg en tot en met 4 536 kg..... 18
- meer as 4 536 kg en tot en met 6 350 kg..... 20
- meer as 6 350 kg..... 21

Per week

R

Werk van 'n wag..... 5,10

Met dien verstande dat—

(i) die addisionele bedrag wat ingevolge hierdie subklousule aan 'n werknemer vir sy klas werk betaalbaar is, verminder kan word met die bedrag van enige verhoging of verhogings wat op of na 27 Mei 1980 aan sodanige werknemer toegestaan word;

(ii) 'n werknemer wat na 27 Mei 1980 in diens geneem is teen 'n loonskaal wat minstens gelyk is aan die loonskaal wat vir sy klas werk voorgeskryf is op 21 Julie 1980 nie geregtig is op die addisionele bedrag wat in hierdie subklousule vir sy klas werk gespesifiseer word nie;

(iii) 'n werkgever nie die loonskaal van 'n werknemer aan wie 'n groter verhoging as die addisionele bedrag in hierdie subklousule gespesifiseer op of na 27 Mei 1980 vir sy klas werk toegeken is, mag verminder nie en dat 'n werknemer nie 'n laer loon betaal mag word nie as die loon wat vir sy klas werk in hierdie Ooreenkoms voorgeskryf word;

(iv) vir die toepassing van hierdie Ooreenkoms die lone wat ingevolge hierdie subklousule van toepassing is, *mutatis mutandis* van toepassing is op werknemers wat aansporings bonuswerk ooreenkomstig klousule 11 van Deel I van hierdie Ooreenkoms verrig.

(3) Van geen werknemer mag as deel van sy dienskontrak vereis word om kos of inwoning of albei van sy werkgever aan te neem of om goedere van hom te koop of eiendom van hom te huur nie: Met dien verstande dat indien 'n werknemer instem om kos of inwoning of albei van sy werkgever aan te

excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date plus an additional amount for his class of work as follows:

Class of work	Amount per hour (cents)
Rate A.....	39
Rate AA—	
employees in their first six months of continuous service on the above date.....	30
employees in their second six months of continuous service on the above date.....	31
employees with more than 12 months of continuous service on the above date.....	32
Rate B.....	27
Rate C.....	26
Rate D.....	25
Rate DD.....	20
Rate DDD.....	17
Rate E.....	16
Rate F.....	14
Rate G.....	12
Rate H and I.....	12

Amount
per hour
(cents)

Vehicle driving:

Internal transport (i.e. not driven on public roads):

- (a) Vehicles which would, if driven on public roads, require a light motor vehicle driving licence: Gross mass of vehicle up to 3 500 kg..... 14
- (b) Vehicles which would, if driven on public roads, require a heavy vehicle driving licence: Gross mass of vehicle over 3 500 kg and up to 13 600 kg..... 15
- (c) Vehicles which would, if driven on public roads, require an extra heavy motor vehicle driving licence:

Gross mass of vehicle over 13 600 kg..... 17

External transport:

Driving of any other vehicle authorised to carry a payload of—

- up to and including 907 kg..... 14
- over 907 kg and up to 2 722 kg..... 15
- over 2 722 kg and up to 4 536 kg..... 18
- over 4 536 kg and up to 6 350 kg..... 20
- over 6 350 kg..... 21

Per week

R

Watchman's work..... 5,10

Provided that—

(i) the additional amount payable in terms of this subclause to an employee for his class of work may be reduced by the amount of any increase or increases granted to such employee on or subsequent to 27 May 1980;

(ii) any employee who was engaged after 27 May 1980 at a rate of pay of not less than the rate of pay prescribed for his class of work as at 21 July 1980 shall not be entitled to be paid the additional amount specified in this subclause for his class of work;

(iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subclause for his class of work has been awarded on or subsequent to 27 May 1980 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;

(iv) for purposes of this Agreement the rates applicable in terms of this subclause shall *mutatis mutandis* apply to employees employed on incentive bonus work in terms of clause 11 of Part I of this Agreement.

(3) No employee shall be required as part of his contract of service to accept board or lodging or both from his employer, or to purchase any goods or hire any property from his

neem, die werkgewer van sodanige werknemer se loon of verdienste dié bedrag kan aftrek waaroor ooreengekom is vir die betaling van kos of inwoning of albei: Voorts met dien verstande dat die Raad vooraf skriftelik in kennis gestel word van die aftrekking wat gemaak word en van die bedrag daarvan."

5. SEKSIE 3 VAN DEEL II.—LOONTABELLE

(1) In item 6 van subklousule (A) van Tabel B, vervang die syfer "R1,68" oral waar dit voorkom deur die syfer "R1,92".

(2) In subklousule (B) van Tabel B, vervang paragrawe (2) en (3) deur die volgende:

"(2) Indien 'n werknemer gereedheidsdiens ingevolge paragraaf (1) moet verrig, moet hy 'n gereedheidstoelae betaal word wat gelyk is aan ses uur se besoldiging teen die hoogste voorgeskrewe Loon AA.

(3) Indien 'n werknemer vir diens uitgeroep word terwyl hy op gereedheidsdiens is, moet hy 'n minimum besoldiging van R4 per oproep ontvang, behalwe wanneer die oproep op 'n Sondag of statutêre vakansiedag is, wanneer hy R6 per oproep betaal moet word bo en behalwe die toelae in paragraaf (2) vermeld."

(3) In item 71 van Tabel C, vervang die syfers "94", "103" en "124" deur onderskeidelik die syfers "108", "118" en "141".

(4) In item 72 van Tabel C, vervang die syfers "97", "103", "132", "145" en "148" deur onderskeidelik die syfers "111", "118", "150", "165" en "169".

(5) In item 74 van Tabel C vervang die bedrag R36,45 deur die bedrag R41,55.

6. SEKSIE 4 VAN DEEL II.—LOONTABEL

Vervang die loontabel deur die volgende:

"Loonindeling"	Loon per uur R
Loon A.....	3,14
Loon AA.....	2,47
Na ses maande ononderbroke diens by dieselfde werkgewer met inbegrip van ononderbroke diens op 21 Julie 1980.....	2,53
Na 12 maande ononderbroke diens by dieselfde werkgewer, met inbegrip van ononderbroke diens op 21 Julie 1980.....	2,63
Loon B.....	2,20
Loon C.....	2,13
Loon D.....	2,07
Loon DD.....	1,60
Loon DDD.....	1,35
Loon E.....	1,24
Loon F.....	1,08
Loon G.....	0,97
Loon H.....	0,92
Loon I.....	0,92"

Soos gemagtig, vir en namens die partye op hede die 27ste dag van Mei 1980 te Durban onderteken.

B. NICHOLSON, Voorsitter van die Raad.

P. DE BACKER, Ondervoorsitter van die Raad.

D. F. ANTHONY, Sekretaris van die Raad.

No. R. 1502 18 Julie 1980

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIËSE NYWERHEID, NATAL.—HERNUWING VAN OOREENKOMS VIR DIE ELEKTROTEGNIËSE AANNEMINGSEKSIE

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van Goewermentskennisgewings R. 2071 van 21 September 1979 en R. 2895 van 28 Desember 1979, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 eindig.

S. P. BOTHA, Minister van Mannekragbenutting.

employer: Provided that where an employee agrees to accept board or lodging or both from his employer the employer may deduct from such employee's wages or earnings such amount as agreed upon for the payment of board or lodging or both: Provided further that the Council is notified in writing prior to the said deductions being made and of the amount thereof."

5. SECTION 3 OF PART II.—WAGE SCHEDULES

(1) In Job 6 of subclause (A) of Schedule B, for the figure "R1,68" substitute the figure "R1,92", wherever it appears.

(2) In subclause (B) of Schedule B, for paragraphs (2) and (3), substitute the following:

"(2) When an employee is required to do stand-by in terms of paragraph (1) he shall be paid a stand-by allowance equal to six hours' pay at the highest Rate AA specified.

(3) Where an employee is called out on a service when on stand-by duty, he shall receive a minimum payment of R4 per call except when the call is on a Sunday or statutory holiday when he shall be paid R6 per call in addition to the allowance stated in paragraph (2)."

(3) In Job 71 of Schedule C, for the figures "94", "103" and "124", substitute the figures "108", "118" and "141", respectively.

(4) In Job 72 of Schedule C, for the figures "97", "103", "132", "145" and "148", substitute the figures "111", "118", "150", "165" and "169", respectively.

(5) In Job 74 of Schedule C, for the amount "R36,45", substitute the amount "R41,55".

6. SECTION 4 OF PART II.—TABLE OF WAGE RATES

Substitute the following for the table of wage rates:

"Rate classification"	Rate per hour R
Rate A.....	3,14
Rate AA.....	2,47
After six months' continuous employment with the same employer, inclusive of continuous employment on 21 July 1980.....	2,53
After 12 months' continuous employment with the same employer, inclusive of continuous employment on 21 July 1980.....	2,63
Rate B.....	2,20
Rate C.....	2,13
Rate D.....	2,07
Rate DD.....	1,60
Rate DDD.....	1,35
Rate E.....	1,24
Rate F.....	1,08
Rate G.....	0,97
Rate H.....	0,92
Rate I.....	0,92"

Signed at Durban as authorised for and on behalf of the parties this 27th day of May 1980.

B. NICHOLSON, Chairman of the Council.

P. DE BACKER, Vice-Chairman of the Council.

D. F. ANTHONY, Secretary of the Council.

No. R. 1502 18 July 1980

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL INDUSTRY, NATAL.—RENEWAL OF AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 48 (4) (a) (ii) of the Industrial Conciliation Act, 1956, declare the provisions of Government Notices R. 2071 of 21 September 1979 and R. 2895 of 28 December 1979, to be effective from the date of publication of this notice and for the period ending 30 June 1981.

S. P. BOTHA, Minister of Manpower Utilisation.

No. R. 1503

18 Julie 1980

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIËSE NYWERHEID, NATAL. —
WYSIGING VAN OOREENKOMS VIR DIE ELEK-
TROTEGNIËSE AANNEMINGSEKSIE

Ek, Stephanus Petrus Botha, Minister van Manne-
kragbenutting verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Elektrotegniese Nywerheid betrekking het, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 eindig, bindend is vir die werkgewers-organisasie en die vakverenigings wat die Wysigingsooreenkoms aangaan 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 eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 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 Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

BYLAE

NYWERHEIDSRaad VIR DIE ELEKTROTEGNIËSE
NYWERHEID (NATAL)

ELEKTROTEGNIËSE AANNEMINGSEKSIE

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 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
en die

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 Elektroteg-
niese Nywerheid (Natal),

om die Ooreenkoms van die Raad, gepubliseer by Goewer-
mentskennisgewing R. 2071 van 21 September 1979, soos
verleng en gewysig deur Goewermentskennisgewings R. 2894
en R. 2895 van 28 Desember 1979, te wysig en te verleng.

No. R. 1503

18 Julie 1980

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL INDUSTRY, NATAL. — AMEND-
MENT OF AGREEMENT FOR THE ELECTRICAL
CONTRACTING SECTION

I, Stephanus Petrus Botha, Minister of Manpower
Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial
Conciliation 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 Electrical Industry,
shall be binding, with effect from the first Monday
after the date of publication of this notice and for
the period ending 30 June 1981, 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 organi-
sation or unions;

(b) in terms of section 48 (1) (b) of the said Act,
declare that the provisions of the Amending Agree-
ment, excluding those contained in clause 1 (1) (a),
shall be binding, with effect from the first Monday
after the date of publication of this notice and for the
period ending 30 June 1981, upon all employers and
employees other than those referred to in paragraph
(a) of this notice, who are engaged or employed in
the said Industry in the areas specified in clause 1 (1)
(b) of the Amending Agreement; and

(c) in terms of section 48 (3) (a) of the said Act,
declare that in the areas specified in clause 1 (1) (b)
of the Amending Agreement and with effect from
the first Monday after the date of publication of this
notice and for the period ending 30 June 1981, the
provisions of the Amending Agreement, excluding
those contained in clause 1 (1) (a), shall *mutatis
mutandis* be binding upon all persons who are not
employees and who are employed in the said Industry
by the employers upon whom any of the said pro-
visions are binding in respect of employees and upon
those employers in respect of such persons in their
employ.

S. P. BOTHA, Minister of Manpower Utilisation.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL
INDUSTRY (NATAL)ELECTRICAL CONTRACTING SECTION
AGREEMENT

in accordance with the provisions of the Industrial Con-
ciliation 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
and the

South African Electrical Workers' Association

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

being parties to the Industrial Council for the Electrical
Industry (Natal),

to amend and extend the Agreement of the Council, published
under Government Notice R. 2071 of 21 September 1979 as
extended and amended by Government Notices R. 2894 and
R. 2895 of 28 December 1979.

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 munisipale gebied van Pietermaritzburg soos omskryf op 15 November 1952, en in die landdrostdistrikte Durban, Pinetown, Camperdown, Dundee, Estcourt, Hlabisa, Ixopo, Kliprivier, Lionsrivier, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Umzinto en Vryheid;

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

(a) vakleerlinge slegs vir sover dit nie strydig is met die Wet op Vakleerlinge, 1944, of met voorwaardes wat daarkragtens gestel is nie;

(b) kwekelinge slegs vir sover dit nie strydig is met die Wet op Opleiding van Ambagsmanne, 1951, of met voorwaardes wat daarkragtens gestel is nie.

(3) Vir die toepassing van hierdie Ooreenkoms word die weeklikse loonskaal van vakleerlinge, voorgeskryf kragtens die Wet op Vakleerlinge (Wet 37 van 1944), as die weekloon van sodanige werknemers geneem en is die uurloon die weekloon soos hierbo bereken, gedeel deur die getal gewone ure wat daar in die betrokke bedryfsinrigting gewerk word.

2. KLOUSULE 3.—WOORDOMSKRYWING

Voeg die volgende nuwe omskrywings in:

“toesig” dieselfde as die vertolking wat die Registrasieraad vir Elektrotegniese Draadwerkers daaraan heg;

“stelselinstallasie” ’n bedradingstelsel van ’n herhalingsaard waarvan die komponente vooraf buite die terrein volgens lengtes en groottes gereed gemaak is soos wat dit op die terrein vereis word en omvat dit die verbinding van die bybehore daaraan;

“installeerder van stelselinstallasies” ’n werknemer wat stelselinstallasies installeer en wat in besit is van ’n registrasiesertifikaat kragtens artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, en wat as sodanig by die Raad geregistreer is vir dié gebiede wat deur die Raad bepaal is; mits sodanige werk onder die toesig van ’n geregistreerde draadwerker verrig en die installasie deur ’n geregistreerde draadwerker getoets word;”

3. KLOUSULE 1 VAN SEKSIE 1 VAN DEEL II.—TOELAES

In subklousule (1) (e) (ii), vervang die syfer “R10” oral waar dit voorkom en die syfer “R3” deur onderskeidelik die syfers “R12,50” en “R4,00”.

4. KLOUSULE 4 VAN SEKSIE 1 VAN DEEL II.—VERLOFBONUS

(1) In subklousule (1), vervang die bestaande tabel deur die volgende tabel:

	Eerste verlofsiklus	Tweede verlofsiklus	Derde verlofsiklus	Vierde of latere verlofsiklus
	R	R	R	R
Geregistreerde draadwerker, spesialisambagsman en ambagsman.....	160	200	245	290
Arbeider (Loon H en I)....	40	49	57	65
Drywer en wag.....	29	37	46	52
Loon D en DDD.....	57	62	105	118
Leerlinginstalleerder van elektriese leipype.....	48	48	—	—
Installeerder van elektriese en stelselinstallasies leipype.....	65	95	99	131

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 trade unions, respectively; and

(b) who are engaged or employed in the municipal area of Pietermaritzburg as defined on 15 November 1952, and in the Magisterial Districts of Durban, Pinetown, Camperdown, Dundee, Estcourt, Hlabisa, Ixopo, Klip River, Lions River, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Umzinto and Vryheid;

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

(a) apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any conditions fixed thereunder;

(b) trainees only to the extent to which they are not inconsistent with any provisions of the Training of Artisans Act, 1951, or any conditions prescribed in terms thereof;

(3) For purposes of this Agreement, the weekly wage rate of apprentices prescribed under the Apprenticeship Act (Act 37 of 1944), shall be taken to be the weekly wage of such employees, and the hourly rate shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.

2. CLAUSE 3.—DEFINITIONS

Insert the following new definitions:

“supervision” is given the same interpretation as that given to it by the Electrical Wiremen's Registration Board;

“systemised installation” means a wiring system of a repetitive nature the components of which have been pre-prepared to lengths and sizes off site as required on site and includes the connecting of the accessories thereto;

“systemised installations installer” means an employee engaged in the installing of a systemised installation and who is in possession of a Certificate Registration under section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939, and who is registered as such with the Industrial Council for such areas as determined by the Council; provided such work is performed under the supervision of a registered wireman and that the installation is tested by a registered wireman;”

3. CLAUSE 1 OF SECTION 1 OF PART II.—ALLOWANCES

In subclause (1) (e) (ii), for the figure “R10” substitute the figure “R12,50”, wherever it appears, and for the figure “R3”, substitute the figure “R4,00”.

4. CLAUSE 4 OF SECTION 1 OF PART II.—LEAVE BONUS

(1) In subclause (1), for the existing table, substitute the following table:

	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycles
	R	R	R	R
Registered wireman, specialist artisan and artisan.....	160	200	245	290
Labourer (Rates H and I).....	40	49	57	65
Driver and watchman.....	29	37	46	52
Rates D and DDD.....	57	62	105	118
Learner electrical conduit installer.....	48	48	—	—
Electrical conduit installer and systemised installations installer.....	65	95	99	131

(2) Vervang die bestaande subklousule (3) deur die volgende:

"(3) *Vakleerlinge*.—Subklousule (1) is nie van toepassing nie op vakleerlinge wat, wanneer hulle hul verlofbesoldiging betaal word, terselfdertyd die volgende verlofbonus betaal moet word:

'n Verlofbonus, bereken op die datum van kwalifisering vir die verlof met besoldiging in die eerste, tweede, derde en vierde leerjare:

	R
Eerste jaar verlofkwalifikasie.....	100
Tweede jaar verlofkwalifikasie.....	120
Derde jaar verlofkwalifikasie.....	140
Vierde jaar verlofkwalifikasie.....	200

Skofte of tydperke van afwesigheid wat ingevolge klousule 2 (3) (a) (iii) van hierdie Seksie vir verlofdoeleindes tel, tel ook vir kwalifikasie vir die verlofbonus."

5. KLOUSULE 6 VAN SEKSIE 1 VAN DEEL II.—DIENS-BONUS

In subklousule (1), vervang die syfer "R150" deur die syfer "R200".

6. KLOUSULE 8 VAN SEKSIE 1 VAN DEEL II.—GETALSVARHOUDING TUSSEN ANDER WERKNEMERS EN VAKMANNE

Voeg die volgende nuwe subklousule (5) in:

"(5) 'n Werkgewer wat twee geregistreerde draadwerkers in sy diens het, kan twee installeerders van stelselinstallasies in diens neem. As so 'n werkgewer benewens die twee geregistreerde draadwerkers ook elektrisiëns of vakleerling-elektrisiëns in sy diens het, kan hy, behoudens die registrasievereistes van die Raad, vir elke elektrisiën in sy diens nog drie installeerders van stelselinstallasies in diens neem en vir elke vakleerling-elektrisiën een installeerder van stelselinstallasies."

7. SEKSIE 1 VAN DEEL II

Voeg die volgende nuwe klousule 12 in:

"12. WAARBORG VAN WERKGEWER

(1) Elke werkgewer wat die volgende kategorieë werknemers in sy diens het, moet ten opsigte van elke werknemer in elke kategorie die bedrae teenoor elke kategorie by die Raad deponeer:

	R
(a) Geregistreerde draadwerkers.....	500
(b) Spesialisambagsman.....	500
(c) Ambagsman.....	400
(d) Installeerder van stelselinstallasies.....	300
(e) Installeerder van elektriese leipype.....	275
(f) Drywer.....	100
(g) Arbeider.....	60

(2) Die bedrae wat ingevolge subklousule (1) aan die Raad betaal word, moet in 'n afsonderlike rekening gestort word, en die Raad kan dit belê in opbetaalde aandele, vaste deposito's of spaarrekenings by 'n bank of bougenootskap.

(3) Ingeval 'n werkgewer insolvent raak, moet die Raad die verlofbesoldiging, verlofbonusse en diensbonusse aan die werkgewer se werknemers uitbetaal: Met dien verstande dat die werknemer sy eis aan die Raad gesedeer het en dat die Raad die bevoegdheid besit om die bedrag op te eis wat meer is as die deposito wat ingevolge subklousule (1) by die Raad gestort is.

(4) Alle werkgewers moet binne 30 dae vanaf die publikasiedatum van hierdie Ooreenkoms die bedrae in subklousule (1) voorgeskryf by die Raad stort.

(5) Alle werkgewers wat ná die publikasiedatum van hierdie Ooreenkoms tot die Nywerheid toetree, moet die bedrae in subklousule (1) voorgeskryf binne 30 dae ná die aanvang van die besigheid by die Raad stort.

(6) 'n Werkgewer wat 'n werknemer in diens neem vir wie 'n deposito ingevolge subklousule (1) vereis word, moet die voorgeskrewe bedrag binne 30 dae nadat die werknemer by hom in diens getree het by die Raad stort: Met dien verstande dat die werkgewer die geld binne 30 dae nadat die werknemer sy diens verlaat het, van die Raad kan terugeis.

(7) Die werkgewer kan stortings by die Raad ingevolge subklousule (1) na 'n ander werknemer oordra: Met dien verstande dat die totale bedrag van die storting al die werknemers dek vir wie stortings vereis word.

(8) Ondanks andersluidende bepalings in hierdie klousule, kan die werkgewer aan die Raad 'n toepaslike waarborg verskaf wat vir die Raad aanneemlik is in plaas van die storting

(2) Substitute the following for the existing subclause (3):

"(3) *Apprentices*.—The provisions of subclause (1) shall not apply to apprentices who at the same time as they are paid their leave pay shall be paid a leave bonus as follows:

A leave bonus calculated at date of qualification of the paid leave in first, second, third and fourth years of apprenticeship:

	R
First year leave qualification.....	100
Second year leave qualification.....	120
Third year leave qualification.....	140
Fourth year leave qualification.....	200

Shifts or periods of absence which count for leave purposes in terms of clause 2 (3) (a) (iii) of this Section shall count for the purpose of the qualification for the leave bonus."

5. CLAUSE 6 OF SECTION 1 OF PART II.—SERVICE BONUS

In Subclause (1), for the figure "R150" substitute the figure "R200".

6. CLAUSE 8 OF SECTION 1 OF PART II.—RATIO OF OTHER EMPLOYEES TO JOURNEYMEN

Insert the following new subclause (5):

"(5) An employer who has in his employ two registered wiremen may employ two systemised installations installers. If such an employer, in addition to the two registered wiremen, also has in his employ electricians or apprentice electricians, for each electrician in his employ a further three systemised installations installers may be employed and for each apprentice electrician one systemised installations installer may be employed, subject to the requirements of registration with the Council."

7. SECTION 1 OF PART II

Insert the following new clause 12:

"12. EMPLOYER GUARANTEE

(1) Every employer who has in his employ the following categories of employees shall deposit with the Council the amounts given against each category in respect of every employee in each category:

	R
(a) Registered wireman.....	500
(b) Specialist artisan.....	500
(c) Artisan.....	400
(d) Systemised installations installer.....	300
(e) Electrical conduit installer.....	275
(f) Driver.....	100
(g) Labourer.....	60

(2) The amounts paid to the Council in terms of subclause (1) shall be deposited in a separate account and may be invested by the Council in paid-up shares, fixed deposits or saving accounts with any bank or building society.

(3) In the case of insolvency of an employer, the Council shall pay the leave pay, leave bonuses and service bonuses to the employees of the employer: Provided that the employee has ceded his claim to the Council and that the Council has the right to claim any amount in excess of the deposit lodged with the Council in terms of subclause (1).

(4) All employers shall deposit the amounts prescribed in subclause (1) with the Council within 30 days from the date of publication of this Agreement.

(5) All employers entering the Industry after the date of publication of this Agreement shall deposit the amounts prescribed in subclause (1) with the Council within 30 days of commencement of business.

(6) An employer taking on an employee for whom a deposit is required in terms of subclause (1) shall deposit the prescribed amount with the Council within 30 days of the employee's entering his service: Provided that an employer may reclaim the money from the Council 30 days after the employee has left his service.

(7) Deposits made with the Council in terms of subclause (1) may be transferred to another employee by the employer: Provided that the total amount of the deposit covers all the employees for whom deposits are required.

(8) Notwithstanding anything contained in this clause the employer may furnish to the Council a suitable guarantee

wat ingevolge subklousule (1) vereis word: Met dien verstande dat alle ander bepalinge betreffende die wyse van uitbetaling van die deposito op die verskaffing van die waarborg van toepassing is.

8. KLOUSULE 1 VAN SEKSIE 3 VAN DEEL II.—VOORGESKREWE LONE EN/OF VERDIENSTE

Vervang die bestaande loontabel deur die volgende:

	Per uur R
(1) <i>Loon A</i>	
(a) Geregistreerde draadwerker, spesialisambagsman en ambagsman (soos in hierdie Ooreenkoms omskryf).....	3,14
(b) Installering en/of herstel en/of versiening van dief- en ander soortgelyke alarmstelsels met 'n hoër spanning as 40 volt.....	3,14
(c) Werk van 'n telefoonelektrisiën.....	3,14
(2) <i>Loon D</i>	
(a) Installering van antennes op verbruiker se perseel.....	2,07
(b) Eerste ses maande ondervinding (Loon DD).....	1,60
(3) <i>Installeerders van stelselinstallasies en elektriese leipype</i>	
(a) Installeerders van stelselinstallasies.....	2,00
(b) Installeerder van elektriese leipype na voltooiing van 12 maande as installeerder van elektriese leipype in die Nywerheid ná registrasie ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939.....	1,72
(c) Installeerder van elektriese leipype gedurende die 12 maande as installeerder van elektriese leipype in die Nywerheid ná registrasie ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939.....	1,33
(d) Leerlinginstalleerder van elektriese leipype gedurende opleiding.....	1,05
(4) <i>Drywers</i>	Per week R
Tarra van voertuig—	
(a) tot 3 500 kg.....	40,35
(b) meer as 3 500 kg maar hoogstens 9 000 kg.....	54,65
(c) meer as 9 000 kg.....	58,23
“Voertuig” beteken 'n vervoermiddel wat deur ander krag as menslike of dierlike krag voortbeweeg word, met ingegrip van 'n trekker.	
(5) <i>Wagte</i> .—R40,35 per week.	
(a) Die gewone werkure van 'n wag mag hoogstens 12 uur per skof wees waar ses dae per week gewerk word.	
(b) Die uurloon van 'n wag word bereken deur sy weekloon soos hierin gespesifiseer deur 72 te deel.	
(6) <i>Leerlingingenieurs en/of goedgekeurde studente</i>	Per uur R
Eerste jaar leerlingenskap.....	1,10
Tweede jaar leerlingenskap.....	1,50
Daarna.....	1,55
(7) <i>Loon DDD</i>	
Die volgende werksaamhede wanneer hulle verrig word in die werkwinkel van 'n bedryfsinrigting in verband met die herstel van toestelle (uitgesonderd roteer- of wederkerige toestelle wat van 'n motor in enige vorm gebruik maak) met 'n las van hoogstens vyf ampère, behalwe ten opsigte van huishoudelike verkoelers waar die las hoogstens 10 ampère is:	
(a) Herstel en/of vervanging van verwarmingselemente aan toestelle.....	R1,35 per uur
(b) Herstel en/of vervanging van keramiek- of ander isoleerspaseerders en/of -vormers wat vir verwarmingselemente gebruik word insluitende die vassit daarvan.....	
(c) Herstel en/of hermontering van verwarmingselementhouers.....	
(d) Herstel en/of vervanging van koorde aan toestelle.....	
(8) <i>Loon H</i>	Per uur c
<i>Arbeider—Graad I</i>	
In die landdrosdistrikte Durban en Pinetown.....	0,85
In die munisipale gebied van Pietermaritzburg.....	0,84
In die munisipale gebiede van Newcastle, Ladysmith, Empangeni en Richardsbaai.....	0,83
In die res van Natal.....	0,74

which is acceptable to the Council in the place of the deposit required in terms of subclause (1): Provided that all other provisions pertaining to the manner of payment of the deposit shall be applicable to the lodging of the guarantee.

8. CLAUSE 1 OF SECTION 3 OF PART II.—SCHEDULE OF WAGES AND/OR EARNINGS

Substitute the following for the existing table of wage rates:

	Per hour R
(1) <i>Rate A</i>	
(a) Registered wireman, specialist artisan and artisan (as defined in this Agreement).....	3,14
(b) Installation and/or repair and/or servicing of burglar and other similar alarm systems operated at a voltage in excess of 40 volts.....	3,14
(c) Telephone electrician's work.....	3,14
(2) <i>Rate D</i>	
(a) Installation of aerials on consumer's premises.....	2,07
(b) First six months of experience (Rate DD).....	1,60
(3) <i>Systemised installations installers and electrical conduit installers</i>	
(a) Systemised installations installers.....	2,00
(b) Electrical conduit installer after completion of 12 months as an electrical conduit installer in the Industry after registration in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939.....	1,72
(c) Electrical conduit installer during the 12 months as an electrical conduit installer in the Industry after registration in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939.....	1,33
(d) Learner electrical conduit installer during training.....	1,05
(4) <i>Drivers</i>	Per week R
Tare of vehicle—	
(a) up to 3 500 kg.....	40,35
(b) over 3 500 kg but not over 9 000 kg.....	54,65
(c) over 9 000 kg.....	58,23
“Vehicle” means a conveyance propelled by other than human or animal power and includes a tractor.	
(5) <i>Watchmen</i> .—R40,35 per week.	
(a) The ordinary hours of work of a watchman shall not exceed 12 hours per shift for a six-day week.	
(b) The hourly rate of a watchman shall be calculated by dividing his weekly wages herein specified by 72.	
(6) <i>Pupil engineers and/or approved students</i>	Per hour R
First year of pupilage.....	1,10
Second year of pupilage.....	1,50
Thereafter.....	1,55
(7) <i>Rate DDD</i>	
The following operations when performed in the workshop of the establishing in connection with the repair of appliances (other than rotating or reciprocating appliances utilising a motor in any form) of a load not exceeding five ampères, except in respect of domestic radiators where the load does not exceed 10 ampères:	
(a) Repair and/or replacement of heating elements on appliances.....	R1,35 per hour
(b) Repair and/or replacement of ceramic or other insulating spacers and/or formers used for heating elements, including fixing.....	
(c) Repair and/or reassembly of heating element containers.....	
(d) Repair and/or replacement of cords to appliances.....	
(8) <i>Rate H</i>	Per hour c
<i>Labourers—Grade I</i>	
The Magisterial Districts of Durban and Pinetown.....	0,85
The municipal area of Pietermaritzburg.....	0,84
The municipal areas of Newcastle, Ladysmith, Empangeni and Richard's Bay.....	0,83
The rest of Natal.....	0,74

(9) *Loon I**Arbeider—Graad II*

In die landdrosdistrikte Durban en Pinetown.....	0,83
In die munisipale gebied van Pietermaritzburg.....	0,82
In die munisipale gebiede van Newcastle, Ladysmith, Empangeni en Richardsbaai.....	0,81
In die res van Natal.....	0,73".

9. KLOUSULE 2 VAN SEKSIE 3 VAN DEEL II.—
BYWONINGSTOELAE

In subklousule (1), vervang die syfers "4c" en "3c" deur onderskeidelik die syfers "5c" en "4c".

10. KLOUSULE 4 VAN SEKSIE 3 VAN DEEL II.—AAN-
PASSING VAN LONE

Vervang die bestaande klousule 4 deur die volgende:

"4. AANPASSING VAN LONE

(1) Elke werknemer wat op 21 Julie 1980 werk verrig wat in hierdie Seksie van die Ooreenkoms soos hieronder ingedeel word, moet, terwyl hy by dieselfde werkgewer in diens is en ongeag of sy werklike loonskaal onmiddellik voor genoemde datum hoër was as dié wat in hierdie Ooreenkoms vir sy klas werk voorgeskryf word of nie, minstens die werklike loonskaal betaal word wat hy onmiddellik voor genoemde datum ontvang het, plus 'n addisionele bedrag vir sy klas werk soos volg:

	<i>Per uur</i> c
Loon A.....	39
Loon D.....	27
Loon DD.....	21
Loon DDD.....	18

Installeerders van elektriese leipype

Installeerder van elektriese leipype na voltooiing van 12 maande as installeerder van elektriese leipype in die Nywerheid na registrasie ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939.....	20
Installeerder van elektriese leipype gedurende die 12 maande as installeerder van elektriese leipype in die Nywerheid na registrasie ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939.....	20
Leerlinginstalleerder van elektriese leipype gedurende opleiding.....	20

Drywers

	<i>Per week</i> R
Tarra van voertuig—	
(a) tot 3 500 kg.....	9,00
(b) meer as 3 500 kg maar hoogstens 9 000 kg.....	9,00
(c) meer as 9 000 kg.....	9,00

Wagte.—R9,00 per week.

Leerlingingenieurs en/of goedgekeurde studente

	c
Eerste jaar leerlingskap.....	15
Tweede jaar leerlingskap.....	20
Daarna.....	20

*Loon H**Arbeider—Graad I*

	<i>Per uur</i> c
In die landdrosdistrikte Durban en Pinetown.....	15
In die munisipale gebied van Pietermaritzburg.....	15
In die munisipale gebiede van Newcastle, Ladysmith, Empangeni en Richardsbaai.....	15
In die res van Natal.....	15

*Loon I**Arbeider—Graad II*

	c
In die landdrosdistrikte Durban en Pinetown.....	15
In die munisipale gebied van Pietermaritzburg.....	15
In die munisipale gebiede van Newcastle, Ladysmith, Empangeni en Richardsbaai.....	15
In die res van Natal.....	15

Met dien verstande dat—

(i) die addisionele bedrag wat ingevolge hierdie subklousule aan 'n werknemer vir sy klas werk betaalbaar is, verminder mag word met die bedrag van enige verhoging of verhogings wat op of na 1 Maart 1980 aan sodanige werknemer toegestaan word;

(9) *Rate I**Labourers—Grade II*

The Magisterial Districts of Durban and Pinetown.....	0,83
The municipal area of Pietermaritzburg.....	0,82
The municipal areas of Newcastle, Ladysmith, Empangeni and Richard's Bay.....	0,81
The rest of Natal.....	0,73".

9. CLAUSE 2 OF SECTION 3 OF PART II.—
ATTENDANCE ALLOWANCE

In subclause (1), for the figures "4c" and "3c", substitute the figures "5c" and "4c", respectively.

10. CLAUSE 4 OF SECTION 3 OF PART II.—
ADJUSTMENT OF WAGES

Substitute the following for the existing clause 4:

"4. ADJUSTMENT OF WAGES

(1) Every employee who on 21 July 1980 is employed on work classified in this Section of the Agreement as hereunder shall whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date plus an additional amount for his class of work as follows:

	<i>Per hour</i> c
Rate A.....	39
Rate D.....	27
Rate DD.....	21
Rate DDD.....	18

Electrical conduit installers

Electrical conduit installer after completion of 12 months as an electrical conduit installer in the Industry after registration in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939.....	20
Electrical conduit installer during the 12 months as an electrical conduit installer in the Industry after registration in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939.....	20
Learner electrical conduit installer during training.....	20

*Drivers**Tare of vehicle—*

	<i>Per week</i> R
(a) up to 3 500 kg.....	9,00
(b) over 3 500 kg but not over 9 000 kg.....	9,00
(c) over 9 000 kg.....	9,00

Watchmen.—R9,00 per week.

Pupil engineers and/or approved students

	c
First year of pupilage.....	15
Second year of pupilage.....	20
Thereafter.....	20

*Rate H**Labourers—Grade I*

	<i>Per hour</i> c
The Magisterial Districts of Durban and Pinetown.....	15
The municipal area of Pietermaritzburg.....	15
The municipal areas of Newcastle, Ladysmith, Empangeni and Richard's Bay.....	15
The rest of Natal.....	15

*Rate I**Labourers—Grade II*

	c
The Magisterial District of Durban and Pinetown.....	15
The municipal area of Pietermaritzburg.....	15
The municipal areas of Newcastle, Ladysmith, Empangeni and Richard's Bay.....	15
The rest of Natal.....	15

Provided that—

(i) the additional amount payable in terms of this subclause to an employee for his class of work may be reduced by the amount of any increase or increases granted to such employee on or subsequent to 1 March 1980;

(ii) 'n werknemer wat na 1 Maart 1980 in diens geneem is teen 'n loonskaal wat minstens gelyk is aan die loonskaal vir sy klas werk voorgeskryf op 21 Julie 1980 nie geregtig is op die addisionele bedrag wat in hierdie subklousule vir sy klas werk gespesifiseer word nie;

(iii) 'n werkgewer nie die loonskaal van 'n werknemer aan wie 'n groter verhoging as die addisionele bedrag in hierdie subklousule gespesifiseer op of na 1 Maart 1980 vir sy klas werk toegeken is, mag verminder nie en dat 'n werknemer nie 'n laer loon betaal mag word nie as die loon wat vir sy klas werk in hierdie Ooreenkoms voorgeskryf word;

(iv) vir die toepassing van hierdie Ooreenkoms die lone wat ingevolge hierdie subklousule van toepassing is, *mutatis mutandis* van toepassing is op werknemers wat aansporingsbonuswerk ooreenkomstig klousule 11 van Deel I van hierdie Ooreenkoms verrig."

Soos gemagtig, vir en namens die partye op hede die 27ste dag van Mei 1980 te Durban onderteken.

B. NICHOLSON, Voorsitter van die Raad.

P. DE BACKER, Ondervoorsitter van die Raad.

D. F. ANTHONY, Sekretaris van die Raad.

(ii) any employee who was engaged after 1 March 1980 at a rate of pay not less than the rate of pay prescribed for his class of work as at 21 July 1980 shall not be entitled to be paid the additional amount specified in this subclause for his class of work;

(iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subclause for his class of work has been awarded on or subsequent to 1 March 1980 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;

(iv) for purposes of this Agreement the rates applicable in terms of this subclause shall *mutatis mutandis* apply to employees employed on incentive bonus work in terms of clause 11 of Part I of this Agreement."

Signed at Durban as authorised for and on behalf of the parties this 27th day of May 1980.

B. NICHOLSON, Chairman of the Council.

P. DE BACKER, Vice-Chairman of the Council.

D. F. ANTHONY, Secretary of the Council.

AGROPLANTAE

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Akkerbou, Ekologie, Graskunde, Genetika, Landbouplantkunde, Landskapbestuur, Onkruidmiddels, Plantfisiologie, Plantproduksie en -tegnologie, Pomologie, Tuinbou, Weiding en Wynbou. Vier dele van die tydskrif word per jaar gepubliseer.

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Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

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