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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN BINNELANDSE AANGELEENTHEDE

No. R. 6 2 Januarie 1981

REGULASIES KRAGTENS DIE WET OP DIE REGISTRASIE VAN GEBOORTES, HUWELIKE EN STERFGEVALLE, 1963 (WET 81 VAN 1963)

Die Minister van Binnelandse Aangeleenthede het kragtens artikel 50 van die Wet op die Registrasie van Geboortes, Huwelike en Sterfgevalle, 1963 (Wet 81 van 1963), die regulasies, afgekondig by Goewermentskennisgewing R. 1737 van 1 Oktober 1971, soos gewysig by Goewermentskennisgewings R. 922 van 27 Mei 1977 en R. 290 van 15 Februarie 1980, gewysig soos uiteengesit in die Bylae hierby.

BYLAE

Regulasie 24 (c) word hierby deur die volgende vervang:

“(c) Vir die laatregistrasie van 'n geboorte kragtens artikel 7 van die Wet R2 (Met dien verstande dat geen gelde betaalbaar is nie ten opsigte van 'n laatregistrasie van 'n geboorte indien sodanige registrasie nodig is vir die opname van die applikant se besonderhede in die Bevolkingsregister kragtens die Bevolkingsregistrasiewet, 1950.)”.

DEPARTEMENT VAN FINANSIES

No. R. 23 2 Januarie 1981

BEPALINGS VAN TARIEFINDELING EN VERSTREKKING DAARVAN OP KLARINGSBRIEWE (LYS TAR/21)

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

D. ODENDAL, Komm'ssaris van Doeane en Aksyns.

Opmerking.—Lys TAR/20 is in Goewermentskennisgewing R. 2430 van 28 November 1980 gepubliseer.

425—A

GOVERNMENT NOTICES

DEPARTMENT OF INTERNAL AFFAIRS

No. R. 6 2 January 1981

REGULATIONS IN TERMS OF THE BIRTHS, MARRIAGES AND DEATHS REGISTRATION ACT, 1963 (ACT 81 OF 1963)

The Minister of Internal Affairs has, in terms of section 50 of the Births, Marriages and Deaths Registration Act, 1963 (Act 81 of 1963), amended the regulations promulgated by Government Notice R. 1737 of 1 October 1971, as amended by Government Notices R. 922 of 27 May 1977 and R. 290 of 15 February 1980, as set out in the Schedule hereto.

SCHEDULE

The following is hereby substituted for regulation 24 (c):

“(c) For the late registration of a birth in terms of section 7 of the Act R2 (Provided that no fees shall be payable in respect of a late registration of birth if such registration is necessary for the inclusion of the particulars regarding the applicant in the Population Register in terms of the Population Registration Act, 1950.)”.

DEPARTMENT OF FINANCE

No. R. 23 2 January 1981

DETERMINATIONS OF TARIFF CLASSIFICATION AND FURNISHING THEREOF ON BILLS OF ENTRY (LIST TAR/21)

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/20 was published in Government Notice R. 2430 of 28 November 1980.

7356—1

AMENDMENTS TO PUBLISHED DETERMINATIONS

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

- (i) The following determinations are deleted:

29.16	3
39.07	47
39.07	173
76.16	16
84.63	48
85.22	202
90.28	192

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

Urbanol 10 mg tablets with a basis of Clobozam - other medicament 30.03.60/80

Modification Kits for Global GNS 500 A navigation system- parts for radio navigational aid apparatus 85.15.95

2. Amendments to determinations resulting from amendments to Part 1 of Schedule No. 1 to the Customs and Excise Act (Act 91 of 1964)

- (i) The following are substituted for the existing determinations with effect from 14 November 1980:

Heater blades for joining P.V.C. pipes on site - electrical welding apparatus, portable 85.11.50.10

WYSIGINGS VAN GEPUBLISEERDE BEPALINGS

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

- (i) Die volgende bepalings word gekrap:

29.16	3
39.07	47
39.07	173
76.16	16
84.63	48
85.22	202
90.28	192

- (ii) Die volgende vervang die bestaande bepalings:

216	Urbanol 10 mg tablette met 'n Clobozam - basis - ander geneesmiddel
28	Modifikasie-stelle vir Global GNS 500A navigasiestelsel - onderdele van radio-navigasie hulp apparate

2. Wysigings van bepalings as gevolg van wysigings van Deel 1 van Bylae No. 1 by die Doeane- en Aksynswet (Wet 91 van 1964)

- (i) Die volgende vervang die bestaande bepalings met ingang van 14 November 1980:

1	Verwarmingslemme vir die las van P.V.C. - pype op die terrein - elektriese sweisapparate, verplaasbaar
---	--

12/13 R.F. generator for rapid curing of synthetic resin adhesives - dielectric industrial heating equipment, other	85.11.40.50	2
Manumatic model ASH-21 semi- automatic arc welding wire feeder - part of electrical welding machine	85.11.50.80	3
Orion polythene bag making machine - electrical welding apparatus, portable	85.11.50.10	4
Oryx 24 volt soldering station - electrical soldering apparatus, portable	85.11.50.10	5
Tronic Tool Labset - electrical soldering apparatus, portable	85.11.50.10	6
Secator SB cutting machine - part of electrical welding machine	85.11.50.80	7
Homo steam heat treating furnace model 9522-B-26- other electrical industrial furnace	85.11.40.50	8
Duro insulated electrode holders - parts of electrical welding apparatus	85.11.50.80	9
GTE Sylvania HELP (High Energy Laser Processor) - a laser-operated welding, brazing, soldering or cut- ting machine, other	85.11.50.50	10
Juno Convectomats - electrical in- dustrial bakery ovens, other	85.11.40.50	11
Hobart Linear I Mig Wire Drive system - part of electrical welding machine	85.11.50.80	12

12/13 R.F generator vir sneldroging van
sintetiese harskleefmiddels - diëlektriese
industriële verhittingstoerusting, ander

Manumatic model ASH-21 semi-outomatiese
boogswesdaadvoerder - onderdeel van
elektriese sweismasjien

Orion - politeensakmaakmasjien - electrie=
se sweisapparaat, verplaasbaar

Oryx 24 volt soldeersentrale - elektriese
soldeerapparaat, verplaasbaar.

Tronic Tool Labset - elektriese soldeer=
apparaat, verplaasbaar

Secator SB snymasjien - onderdeel van
elektriese sweismasjien

Homo - stoomhitteverwarmingsfornuis
model 9522-B26 - ander elektriese
industriële fornuis

Duro geinsuleerde elektrodehouers - on=
derdele van elektriese sweisapparaat

GTE Sylvania HELP (High Energy Laser
Processor) - 'n laser bediende sweis-,
hardsoldeer-, soldeer- of snymasjien,
ander

Juno Convectomats - elektriese industriële
bakkeryoonde, ander

Hobart Linear I Mig Wire Drive System -
onderdeel van elektriese sweisapparaat

Lynx wire feed units for welding machines - parts of electrical welding apparatus	85.11.50.80	13
Focus Veilig electrode holders - parts of electrical welding apparatus	85.11.50.80	14
ESAB Lad 1400 welding rectifier - an electrical welding machine, other	85.11.50.50	15
Programat automatic vacuum porcelain furnace - an electrical furnace, other	85.11.40.50	16

ii) The following are substituted for the existing determinations with effect from 12 December 1980: (ii)

Blue Diamond T-shirts with pockets - vests, with sleeves	60.04.90.20	1
Jacklift AM-22 and AM-252- fork-lift trucks, rider type, with internal combustion piston engines, of a mass not exceeding 6000 kg each, with a wheel-base exceeding 1,5 m; not four-wheel driven	87.07.05.17	3
Sambron front-end loaders models AM 22, AM 32 and AM 252 - fork-lift trucks, rider type, with internal combustion piston engines, of a mass not exceeding 6000 kg each, with a wheel-base exceeding 1,5 m, not four-wheel driven	87.07.05.17	20
Sambron front-end loaders models AM 34 and AM 354 - fork-lift trucks, rider type, with internal combustion piston engines, four-wheel driven, of	87.07.05.13	21

Lynx - draadvoereenhede vir sweismasjiene
- onderdele van elektriese sweisapparaat

Focus Veilig - elektrodehouers - onderdele van elektriese sweisapparaat

ESAB Lad 1400 sweisgelykrichter - 'n elektriese sweismasjien, ander

Programat outomatiese vakuum porselein-fornuis - 'n elektriese fornuis, ander

Die volgende vervang die bestaande bepalinge met ingang van 12 Desember 1980:

Blue Diamond T-hemde met sakke - onderhemde, met moue

Jacklift AM-22 en AM-252-vurkheftrokke, ruitertipe, met binnebrandsuierenjins, met 'n massa van hoogstens 6000 kg elk, met 'n asafstand van meer as 1,5 m, nie vierwielaangedrewe nie

Sambron-voorkantlaaiers modelle AM 22, AM 32 en AM 252 - vurkheftrokke, ruitertipe, met binnebrandsuierenjins, met 'n massa van hoogstens 6000 kg elk, met 'n asafstand van meer as 1,5m, nie vierwielaangedrewe nie

Sambron-voorkantlaaiers modelle AM34 en AM 354 - vurkheftrokke, ruitertipe, met binnebrandsuierenjins, vierwielaangedrewe, met 'n massa van hoogstens 6000 kg elk en

a mass not exceeding 6000 kg each
and with a wheel-base exceeding
1,5m

Manitou rough terrain fork-lift
vehicle - a fork-lift truck, rider
type, with internal combustion
piston engine, of a mass exceeding
6000 kg, with a wheel-base ex-
ceeding 1,5 m, not four-wheel
driven

87.07.05.1

- (iii) The following determination is with-
drawn with effect from 12 December
1980:

87.07

34

- (iv) The following are substituted for
the existing determinations with
effect from 19 December 1980:

Robus insoling material - leatherboard
backed with foam plastic, uncoated

41.10.20

Standard heeling board used in the
manufacture of shoes - composition
leather with a basis of leather fibre,
uncoated

41.10.20

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

- (i) The following is substituted for the
existing determination with effect
from 28 October 1980:

Baquapil (ICI) - a herbicide, other

38.11.60.90

met 'n asafstand van meer as 1,5 m.

- 7 30 Manitou-vurkhefvoertuig vir ongelyke terrein - 'n vurkheftrok, ruitertipe, met binnebrandsuierenjin, met 'n massa van meer as 6000 kg, met 'n asafstand van meer as 1,5 m, nie vierwielaangedrewe nie.

(iii) Die volgende bepaling word ingetrek
met ingang van 12 Desember 1980:

87.07 34

(iv) Die volgende vervang die bestaande bepalinge met ingang van 19 Desember 1980:

- 1 Robus-binnesoolmateriaal - leerbord gerugsteun met skuimplastiek, onbestryk
 - 2 Standard - hakbord gebruik vir die vervaardiging van skoene - saamgestelde leer met 'n basis van leervesel, onbestryk
3. Wysigings van bepalinge kragtens artikel 47(9)(d) van die Doeane- en Aksynswet (Wet 91 van 1964)
- (i) Die volgende vervang die bestaande bepaling met ingang van 28 Oktober 1980:

76 Baquapil (ICI) - 'n plantdoder, ander

(ii) The following is substituted for the existing determination with effect from 18 November 1980: (ii)

Compactorette household garbage compactor - a press, other, portable 84.59.70.50 66

(iii) The following are substituted for the existing determinations with effect from 3 December 1980: (iii)

DD Flashed Soil Fumigant - an insecticide with active ingredient other than D.D.T. or aluminium phosphide 38.11.25.90 49

Vydate L - an insecticide with active ingredient other than D.D.T. or aluminium phosphide 38.11.25.90 50

(iv) The following are substituted for the existing determinations with effect from 2 January 1981: (iv)

Provikalf - a milk substitute having a basis of milk, buttermilk or whey powder 23.07.15 1

Provilat - a milk substitute having a basis of milk, buttermilk or whey powder 23.07.15 2

Provipec - a milk substitute having a basis of milk, buttermilk or whey powder 23.07.15 3

Phloxyl (para-tertiary-butyl cyclohexyl acetate) - ester of acetic acid, other 29.14.09.90 12

(v) Determination no. 433 under tariff heading 84.59 is withdrawn and replaced by the following determination with effect from 24 July 1980: (v)

Die volgende vervang die bestaande bepaling
met ingang van 18 November 1980:

Compactorette huishoudelike vulliskompakter
- 'n pers, ander, verplaasbaar

Die volgende vervang die bestaande bepalings
met ingang van 3 Desember 1980:

DD Flashed Soil Fumigant - 'n insektedoder
met ander aktiewe bestanddeel as D.D.T. of
aluminiumfosfied

Vydate L - 'n insektedoder met ander aktiewe
bestanddeel as D.D.T. of aluminiumfosfied

Die volgende vervang die bestaande bepalings
met ingang van 2 Januarie 1981:

Provikalf - 'n melksurrogaat met 'n basis
van melk-, karringmelk- of weipoeier

Provilat - 'n melksurrogaat met 'n basis van
melk-, karringmelk- of weipoeier

Provipec - 'n melksurrogaat met 'n basis van
melk-, karringmelk- of weipoeier

Phloxyl (paratersiêre-butiel-sikloheksiel-
asetaat) - ester van asynsuur, ander

Bepaling no. 433 onder tariefpos 84.59 word
ingetrek en vervang deur die volgende
bepaling met ingang van 24 Julie 1980:

Kasper Challenger 200 ion inplanter 85.22.20
- a particle accelerator

- (vi) Determination no. 9 under tariff heading 39.07 is withdrawn and replaced by the following determination with effect from 5 November 1980:

Heros chiropody sponges - articles of 68.16.90 mineral substances not elsewhere specified or included, other

- (vii) Determinations nos. 7 and 8 under tariff heading 73.15 are withdrawn and replaced by the following determinations with effect from 21 November 1980:

Bofors bars type 22602705 - liners 84.56.60
of manganese or chrome steel, for rod or ball mills

Bofors bars types 22640705 and 84.56.60
22642705 - liners of manganese or chrome steel, for rod or ball mills

- (viii) Determination no. 52 under tariff heading 84.17 is withdrawn and replaced by the following determination with effect from 21 November 1980:

Juno Convectomat series 2000 ovens - 85.11.40.
other electrical ovens

- (ix) Determination no. 52 under tariff heading 85.15 is withdrawn and replaced by the following determination with effect from 25 November 1980:

209 Kasper Challenger 200 iooninplanter -
'n kerndeeltjiesversneller

(vi) Bepaling no. 9 onder tariefpos 39.07 word
ingetrek en vervang deur die volgende
bepaling met ingang van 5 November 1980:

7 Heros voetheekundige sponse - artikels van
mineraalstowwe nie elders gemeld of inge=
sluit nie, ander

(vii) Bepalings nos. 7 en 8 onder tariefpos 73.15
word ingetrek en vervang deur die volgende
bepalings met ingang van 21 November 1980:

28 Bofors-stawe tipe 22602705 - voerings van
mangaan of chroomstaal, vir staaf- of
koeëlmeule

29 Bofors-stawe tipes 22640705 en 22642705 -
voerings van mangaan of chroomstaal,
vir staaf- of koeëlmeule

(viii) Bepaling no. 52 onder tariefpos 84.17 word
ingetrek en vervang deur die volgende
bepaling met ingang van 21 November 1980:

50 18 Juno Convectomat reeks 2000 oonde - ander
elektriese oonde

(ix) Bepaling no. 52 onder tariefpos 85.15
word ingetrek en vervang deur die volgende
bepaling met ingang van 25 November 1980:

	Vicon model V150 SS series homing sequential switcher - a switch identifiable for use solely or principally with radio, radar, etc., apparatus	85.19.03	115
(x)	Determination no. 126 under tariff heading 85.22 is withdrawn and replaced by the following determination <u>with effect from 26 November 1980:</u>		(x)
	Lara Forum response evaluation system - electrical sound or visual signalling apparatus, other	85.17.90	72
(xi)	Determinations nos. 225 and 335 under tariff heading 84.59 are withdrawn and replaced by the following determinations <u>with effect from 28 November 1980:</u>		(xi)
	Bed pan washer - machinery for cleaning containers, etc., other	84.19.90	50
	Heinicke Typhoon glassware washer for washing laboratory and hospital glassware - machinery for cleaning containers, etc., other	84.19.90	51
(xii)	Determinations nos. 14, 17, 18, 236, 279 and 289 under tariff heading 38.19 are withdrawn and replaced by the following determinations <u>with effect from 2 January 1981:</u>		(xii)
	Tri-Mor Fused Alumina Cement No. 913 - ciment fondu in powder form	25.23.20.20	6
	PH 85/P Ramming Material - ciment fondu in powder form	25.23.20.20	7
	O Patch High Alumina Ramming Material - ciment fondu in powder form	25.23.20.20.	8

Vicon model V150 SS reeks aanpeilings
sekwensiële skakelaar - 'n skakelaar
uitkenbaar as vir gebruik slegs of hoofsaak-
lik met radio-, radar-, ens., apparaat

Bepaling no. 126 onder tariefpos 85.22 word
ingetrek en vervang deur die volgende
bepaling met ingang van 26 November 1980:

Lara Forum - reaksie - evalueerstelsel -
elektriese klank - of visuele seinapparaat,
ander

Bepalings nos. 225 en 335 onder tariefpos
84.59 word ingetrek en vervang deur die
volgende bepaling met ingang van
28 November 1980:

Bedpanwasser- masjinerie vir die skoon-
maak van houers, ens., ander

Heinicke Typhoon - glaswarewasser vir die
was van laboratorium- en hospitaalglasware
- masjinerie vir die skoonmaak van houers,
ens., ander

Bepalings nos. 14, 17, 18, 236, 279 en 289
onder tariefpos 38.19 word ingetrek en
vervang deur die volgende bepaling met
ingang van 2 Januarie 1981:

Tri-Mor Fused Alumina Cement No. 913 -
aluinhoudende sement in poeiervorm

PH 85/P Ramming Material - aluinhoudende
sement in poeiervorm

O Patch High Alumina Ramming Material -
aluinhoudende sement in poeiervorm

Tazil 101 Patch - ciment fondu 25.23.20.20
in powder form

High Temperature Bonding Mortar 25.23.20.20
CA - 25 - ciment fondu in
powder form

Alumina ramming material for 25.23.20.20
lining industrial furnaces -
ciment fondu in powder form

- (xiii) Determination no. 16 under tariff (x)
heading 62.05 is withdrawn and
replaced by the following deter=
mination with effect from
2 January 1981:

Vinyl 2,5 mm roll-up blind made 39.07.70
of horizontal tubes of a width
(when flattened) of 4 mm, held
together by stitching, complete
with fittings and cord - roller
blinds

- 9 Tazil 101 Patch - aluinhoudende sement in poeiervorm
- 10 High Temperature Bonding Mortar CA - 25 - aluinhoudende sement in poeiervorm
- 11 Alumina - instampmateriaal vir die voering van industriële fornuise - aluinhoudende sement in poeiervorm
- iii) Bepaling no. 16 onder tariefpos 62.05 word ingetrek en vervang deur die volgende bepaling met ingang van 2 Januarie 1981:
- 288 Viniel 2,5 mm oprolblindings gemaak van horisontale buise met 'n wydte (wanneer platgemaak) van 4 mm, aanmekaar gehou deur naaisels, kompleet met toebehore en koord - rollerblindings

No. R. 26

2 Januarie 1981

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/727)

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.

D. W. STEYN, Adjunk-minister van Finansies.

No. R. 26

2 January 1981

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/727)

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.

D. W. STEYN, Deputy Minister of Finance.

BYLAE

I Tariefpos	II Statistiese Eenheid	III IV Skaal van Reg	
		Algemeen	M.B.N.
60.04 Deur subpos No. 60.04.90.10 deur die volgende te vervang: „.05 Onderklere ontwerp vir gebruik met inkontinensiekussinkies .10 Ander onderbroeke, vir mans en seuns	getal getal	vry 35% of 160c per 100 g netto min 65%”	

Opmerking.—Spesifieke voorsiening word gemaak vir gebreide of gehekelde onderklere ontwerp vir gebruik met inkontinensiekussinkies en die skaal van reg daarop word van 35% of 160c per 100 g netto min 65% na vry verlaag.

SCHEDULE

I Tariff Heading	II Statistical Unit	III IV Rate of Duty	
		General	M.F.N.
60.04 By the substitution for subheading No. 60.04.90.10 of the following: “..05 Under garments designed for use with incontinence pads .10 Other drawers, for men and boys	no. no.	free 35% or 160c per 100 g net less 65%”	

Note.—Specific provision is made for knitted or crocheted under garments designed for use with incontinence pads and the rate of duty thereon is reduced from 35% or 160c per 100 g net less 65% to free.

No. R. 27

2 Januarie 1981

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/650)

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.

D. W. STEYN, Adjunk-minister van Finansies.

No. R. 27

2 January 1981

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/650)

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.

D. W. STEYN, Deputy Minister of Finance.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
311.20	Deur voor tariefpos No. 51.04 die volgende in te voeg: „OPMERKING: By die toepassing van hierdie item word die vervaardiging van broeke met 'n vertikale opening in die middel van die voorkant van die kledingstuk en waarvan die opening bedek word met 'n flap wat vanaf links oor regs strek, nie toegelaat nie.”	

Opmerking.—Dit word duidelik gestel dat die vervaardiging van broeke met 'n vertikale opening in die middel van die voorkant van die kledingstuk en waarvan die opening bedek word met 'n flap wat vanaf links oor regs strek, nie kragtens item 311.20 toegelaat word nie.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
311.20	By the insertion before tariff heading No. 51.04 of the following: "NOTE: For the purposes of this item the manufacture of trousers with a vertical opening in the centre of the front part of the garment and of which the opening is covered with a flap which extends from left over right, is not permitted."	

Note.—It is made clear that the manufacture of trousers with a vertical opening in the centre of the front part of the garment and of which the opening is covered with a flap which extends from left over right is not permitted in terms of item 311.20.

No. R. 31 2 Januarie 1981

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN REËLS (No. DAR/31).—
VERBETERINGSKENNISGEWING

Die nommer "DAR/31" wat in die opskrif van Goewermenskennisgewing R. 2538 van 12 Desember 1980 verskyn het, moet deur nommer "DAR/32" vervang word.

No. R. 31

2 January 1981

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF RULES (No. DAR/31).—
CORRECTION NOTICE

The number "DAR/31", which appeared in the heading to Government Notice R. 2538 of 12 December 1980, should be substituted by number "DAR/32".

DEPARTEMENT VAN GESONDHEID, WELSYN EN PENSIOENE

No. R. 24 2 Januarie 1981

WET OP VOEDINGSMIDDELS, SKOONHEIDSMIDDELS EN ONTSMETTINGSMIDDELS, 1972 (WET 54 VAN 1972)

REGULASIE BETREFFENDE DIE MAKSIMUM PLAAGDODERRESIDU-PERKE VIR VOEDINGSMIDDELS

Ek, Lourens Albertus Petrus Anderson Munnik, Minister van Gesondheid, Welsyn en Pensioene, vaardig hierby kragtens artikel 15 (1) (d), saamgelees met artikel 15 (7) (b) van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet 54 van 1972), die volgende regulasie uit. Goewermenskennisgewing R. 226 van 10 Februarie 1978 word hierby ingetrek.

WOORDOMSKRYWING

"(1) By die toepassing van hierdie regulasie en, tensy met die samehang onbestaanbaar, beteken—

'boontjies' die boontjie en die peul;
'druie' tafeldruie en wyndruie;
'ertjies' gedopte ertjies;
'grondbone, pekanneute en okkerneute' gedopte neute;
'inhou' die aanwesigheid van 'n plaagdoderresidu in of op 'n voedingsmiddel, en moet 'inhoud' dienooreenkomstig uitgelê word;
'koffie' die saad van een of meer koffiespesies voor prosessering;
'mielies (groen)' die kop sonder die blare;
'perskes' ook nektariene; en
'pruime' ook pruimedante voor prosessering.

(2) Iemand is aan 'n misdryf skuldig indien hy 'n voedingsmiddel invoer waarvoor die maksimum plaagdoderresidu-perke vasgestel is in die jongste lys van 'Recommended International Maximum Limits for Pesticide Residues', van die Codex Alimentarius-kommissie van die Gemeenskaplike Voedsel- en Landbou-organisasie/Wêreldgesondheidsorganisasie van die Verenigde Volke-Organisasie en 'n groter hoeveelheid van 'n plaagdoder inhou as die perk aldus vasgestel.

DEPARTMENT OF HEALTH, WELFARE AND PENSIONS

No. R. 24

2 January 1981

FOODSTUFFS, COSMETICS AND DISINFECTANTS ACT, 1972 (ACT 54 OF 1972)

REGULATION GOVERNING THE MAXIMUM LIMITS FOR PESTICIDE RESIDUES THAT FOODSTUFFS MAY CONTAIN

I, Lourens Albertus Petrus Anderson Munnik, Minister of Health, Welfare and Pensions, hereby, in terms of section 15 (1) (d) read with section 15 (7) (b) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972), make the following regulation. Government Notice R. 226 of 10 February 1978 is hereby rescinded.

DEFINITIONS

"(1) For the purposes of this regulation and unless inconsistent with the context—

'beans' means the bean plus the pod;
'contain' means the presence of a pesticide residue in or on a foodstuff, and 'content' shall be construed accordingly;
'coffee' means the seed of one or more species of coffee before processing;
'grapes' means table and wine grapes;
'groundnuts, pecan nuts and walnuts' means the shelled nut;
'mealies (green)' means the cob with leaf sheaths removed;
'peaches' includes nektarienes;
'peas' means shelled peas; and
'plums' includes prunes before processing.

(2) Any person shall be guilty of an offence if he imports any foodstuff for which the maximum pesticide content is laid down in the latest list of Recommended International Maximum Limits for Pesticide Residues of the Codex Alimentarius Commission of the Joint Food and Agricultural Organisation/World Health Organisation of the United Nations Organisation, and which contains more of a pesticide than the limit so laid down.

(3) Iemand is aan 'n misdryf skuldig indien hy 'n voedingsmiddel wat in die Republiek van Suid-Afrika geproduseer is, of 'n ingevoerde voedingsmiddel wat nie deur die bepalings van subregulasie (2) gedek word nie, wat in kolom II van die Aanhangsel vermeld word, verkoop en wat—

(a) 'n groter hoeveelheid inhou van die chemiese stof geregistreer kragtens artikel 3 (2) van die Wet op Misstawwe, Veevoedsel, Landboumiddels en Vee-middels, 1947 (Wet 36 van 1947), en vermeld in die ooreenstemmende reël van kolom I van die Aanhangsel, as die maksimum perk in kolom III aangedui; en/of

(b) 'n groter hoeveelheid as 0,05 mg/kg inhou van enige ander chemiese stof geregistreer kragtens artikel 3 (2) van die Wet op Misstawwe, Veevoedsel, Landboumiddels en Vee-middels, 1947 (Wet 36 van 1947).

(4) Iemand is aan 'n misdryf skuldig indien hy 'n voedingsmiddel in die Republiek van Suid-Afrika geproduseer of 'n ingevoerde voedingsmiddel nie deur die bepalings van subregulasie (2) gedek nie, wat nie in kolom II van die Aanhangsel vermeld word nie en wat 'n groter hoeveelheid as 0,05 mg/kg inhou van 'n chemiese stof geregistreer kragtens artikel 3 (2) van die Wet op Misstawwe, Veevoedsel, Landboumiddels en Vee-middels, 1947 (Wet 36 van 1947), of van enige chemiese stof wat algemeen as 'n landboumiddel of plaagdoder beskou word, verkoop.

(5) Die chemiese stof word met sy gewone naam in kolom I van die Aanhangsel aangedui en, tensy dit spesifiek uitgesluit word, sluit dit ook enige bekende giftige metaboliet daarvan in."

AANHANGSEL

I Chemiese stof	II Voedingsmiddel	III Maksimum mg/kg
Aldikarb.....	Aartappels..... Katoensaad, en suikerriet..... Piesangs.....	1,0 0,1 0,5
Amitras.....	Appels, en katoensaad.....	0,5
Asefaat.....	Aartappels perskes, pruime en tamaties..... Appels, koolgewasse en pere..... Druwe.....	1,0 3,0 1,5
Asinofosetiel (en sy p=o-analoog uitgedruk as asinofosetiel)	Aartappels en katoensaad	0,05
Asinofosmetiel (afsonderlik of gesamentlik, indien asinofosetiel ook aanwesig is)	Aartappels, katoensaad en olywe..... Appelkose, sitrus en perskes..... Appels en pere..... Pruime.....	0,05 2,0 0,4 1,0
Benomil (som van benomilkarbendasim en 2-aminobenzimidazool uitgedruk as karbendasim)	Appelkose, appels, pere, perskes en pruime..... Avokado's, pampoengewasse en spruitkool..... Druwe en piesangs..... Grondbone, koring en suikerriet..... Sitrus en veselperskes.....	3,0 0,5 1,0 0,1 5,0
Binapakril.....	Appels, katoensaad, pampoengewasse, pere, perskes en sitrus.....	0,3
Braakwynsteen.....	Sitrus.....	3,0
Bromchlorfos.....	Koolgewasse.....	0,1
Bromofos.....	Graankorrels..... Koolgewasse..... Uie.....	8,0 0,5 0,1
Bromopropilaat.....	Druwe, katoensaad en sitrus..... Piesangs.....	0,2 3,0
Bupirimaat.....	Appels, pampoengewasse en perskes.....	0,5

(3) Any person shall be guilty of an offence if he sells any foodstuff produced in the Republic of South Africa or any imported foodstuff not falling within the provisions of subregulation (2) which is mentioned in column II of the Annex and which contains—

(a) more of the chemical substances registered in terms of section 3 (2) of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947), and mentioned in the corresponding line of column I, than the maximum amount indicated in column III; and/or

(b) more than 0,05 mg/kg of any other chemical substance registered in terms of section 3 (2) of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947).

(4) Any person shall be guilty of an offence if he sells any foodstuff produced in the Republic of South Africa or any imported foodstuff not falling within the provisions of subregulation (2) which is not mentioned in column II of the Annex and which contains more than 0,05 mg/kg of any chemical substance registered in terms of section 3 (2) of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947), or of any chemical substance generally regarded as an agricultural remedy or pesticide.

(5) The chemical is indicated in column I of the Annex under its common name and includes, unless specifically indicated, any known toxic metabolite thereof."

ANNEX

I Chemical	II Foodstuff	III Maximum mg/kg
Acephate.....	Apples, cruciferae and pears..... Grapes.....	3,0 1,5
Aldicarb.....	Peaches, plums, potatoes and tomatoes..... Cotton seed and sugar cane..... Bananas..... Potatoes.....	1,0 0,1 0,5 1,0
Amitraz.....	Cotton seed and apples.....	0,5
Azinphos-ethyl (and its p=o analogue expressed as azinphos-ethyl)	Cotton seed and potatoes	0,05
Azinphos-methyl (singly, or total if azinphos-ethyl is also present)	Apples and pears..... Apricots, citrus and peaches..... Cotton seed, olives and potatoes..... Plums.....	0,4 2,0 0,05 1,0
Benomyl (sum of benomyl carbendazim and 2-aminobenzimidazole expressed as carbendazim)	Apples, apricots, peaches, pears and plums..... Avocados, brussels sprouts and cucurbits..... Bananas and grapes..... Groundnuts, wheat and sugar cane..... Citrus, and mangoes.....	3,0 0,5 1,0 0,1 5,0
Binapacryl.....	Apples, citrus, cotton seed, cucurbits, peaches and pears.....	0,3
Bromchlophos.....	Cruciferae.....	0,1
Bromophos.....	Cruciferae..... Onions..... Cereal grains..... Bananas.....	0,5 0,1 8,0 3,0
Bromopropylate.....	Citrus, cotton seed and grapes.....	0,2
Bupirimate.....	Apples, cucurbits and peaches.....	0,5

I	II	III	I	II	III
Chemiese stof	Voedingsmiddel	Maksimum	Chemical	Foodstuff	Maximum
		mg/kg			mg/kg
Chinometonat.....	Appelliefies, koolgewasse, pampoengewasse, perskes, sitrus, tamaties en veselperskes.....	0,5	Camphechlor.....	Meat of cattle, goats, sheep and pigs.....	5,0*§
	Appels.....	0,2		Milk and milk products..	0,5*†
	Katoensaad.....	0,1	Captab (Captan).....	Apples, apricots, boysenberries, celery, grapes, guavas, olives, peaches, pears, plums, quinces, spinach, strawberries, tomatoes and young-berries.....	15,0
Chloraniformetan.....	Koolgewasse.....	0,1		Potatoes.....	0,5
Chlorfenvinfos.....	Aartappels.....	0,1		Coffee and tomatoes....	3,0
Chlorobensilaat.....	Druive en veselperskes..	0,1		Pineapples.....	10,0
	Sitrus.....	1,0		Potatoes.....	0,5
Chlorotalonil (som van chlorotalonil en 4-hidroksi - 2, 5, 6 - tri-chloro - 1,3-benseendi-karbonitriel)	Aartappels en grondbone	0,1	Captafol.....	Apples, apricots, grapes, lucerne, pears, sorghum and wheat.....	2,5
Chlorpirifos.....	Koolgewasse en tamaties	3,0		Eggs.....	0,5
	Aartappels, appelkose, appels, blaarslaai, pere, perskes, pruime en wortels.....	0,05		Caster-oil seed, cotton seed, mealies (green) and prickly pears.....	0,5
	Koolgewasse.....	0,1		Meat of cattle, goats, pigs and sheep.....	0,2
	Sitrus.....	0,3		Milk and milk products..	0,1
	Tamaties.....	0,5		Meat of poultry.....	0,5
DBCP (as organiese broom)	Alle voedingsmiddels....	75,0*	Carbendazim.....	Apples and pears.....	3,0
DDT (som van p,p DDT, o,p DDT, p,p DDE en p,p TDE)	Eiers.....	0,5	Carbofuran (and 3-hydroxycarbofuran expressed as carbofuran)	Cruciferae.....	0,5
	Melk en melkprodukte..	1,0‡		Mealies (green).....	0,2
	Vleis van beeste, bokke, pluimvee, skape en varke	3,0§	Chinomethionat.....	Sorghum and sugar cane	0,1
Dekametrin.....	Appels en pere.....	0,1		Apples.....	0,2
	Katoensaad.....	0,05		Citrus, cruciferae, cucurbits, gooseberries, mangoes, peaches and tomatoes.....	0,5
Demeton-S-metiel (som van demeton-S-metiel, demeton-S-metielsulfoon en oksidemeton-metiel)	Aartappels, boontjies, eiervrug, koolgewasse, koring, mielies (groen), groenrissies, sorghum en tamaties.....	0,2		Cotton seed.....	0,1
	Appelkose, appels, pere, perskes en pruime....	0,4	Chloraniformethan.....	Cruciferae.....	0,1
	Grondbone, katoensaad, olywe, rooibostee en uie	0,1	Chlorfenvinphos.....	Potatoes.....	0,1
	Sitrus.....	0,5	Chlorobenzilate.....	Grapes and mangoes....	0,1
Diasinon.....	Appelkose, appels, boontjies, koolgewasse, pere, perskes, pruime, pyn-appels en tamaties....	0,5		Citrus.....	1,0
	Melk en melkprodukte..	0,5‡	Chlorothalonil (sum of chlorothalonil and 4-hydroxy - 2,5,6 - tri-chloro-1,3-benzene-dicarbonitrile)	Cruciferae and tomatoes	3,0
	Sampioene.....	0,2	Chlorpyrifos.....	Groundnuts and potatoes	0,1
	Vleis van beeste, skape en varke.....	0,7§		Apples, apricots, peaches, pears, plums, carrots, lettuce and potatoes...	0,05
Dichlofluaniid.....	Appelkose, perskes en pruime.....	0,5		Citrus.....	0,3
	Druive.....	1,0		Cruciferae.....	0,1
Dichloran (as 2,6-dichloro-4-nitroanilien)	Perskes.....	1,0		Tomatoes.....	0,5
Dichloropropeen.....			Copperoxychloride (as Cu)	Apples, apricots, beans, boysenberries, celery, citrus, coffee, cruciferae, cucurbits, grana-dillas, grapes, mangoes, olives, peaches, pears, peppers, plums, strawberries, tomatoes and youngberries.....	20,0
Dichlorvos.....	Aartappels en tamaties..	0,05		Pecan nuts, potatoes and walnuts.....	1,0
	Boontjies, druiwe, koolgewasse, koring, piesangs en tamaties....	0,1			
	Eiers.....	0,05			
	Melk.....	0,02			
	Vleis van beeste, bokke, pluimvee, skape en varke.....	0,05			
Dieldrin (som van HHDN en HEOD uitgedruk as dieldrin)	Eiers.....	0,1	Cyhexatin (trizyclohexyltin hydroxide excluding organic degradation products and inorganic tin)	Apples, peaches, pears, plums and tomatoes...	2,0
	Graankorrels.....	0,02			
	Melk en melkprodukte..	0,1‡			
	Vleis van beeste, bokke, pluimvee, skape en varke.....	0,2§			
Difenielamien.....	Appels.....	10,0	Cypermethrin.....	Apples, mealies (green) and pears.....	0,5
Diifubensuron.....	Appels en pere.....	1,0		Beans, cruciferae and peas	0,1
Di-isopropielnitroftalaat	Appels.....	0,5		Cotton seed and grapes (wine).....	0,05
Dikofol.....	Appelkose, appels, boontjies, grenadellas, kersies, koolgewasse, kwepers, pampoengewasse, pere, perskes, piesangs, pruime en sitrus.....	5,0		Tomatoes.....	0,2
	Ertjies en katoensaad....	0,1	DBCP (as organic bromide)	All foodstuffs.....	75,0*
	Groenrissies en tamaties	1,0			
Dikrotofos.....	Aartappels en koffie....	0,1	DDT (sum of p,p DDT, o,p DDT, p,p DDE and p,p TDE)	Eggs.....	0,5
Dimetootat (som van dimetootat en ometootat)	Aarbeie, aartappels en pynappels.....	0,5		Meat of cattle, goats, pigs, poultry and sheep....	3,0§
				Milk and milk products..	1,0‡

I	II	III	I	II	III
Chemiese stof	Voedingsmiddel	Maksimum	Chemical	Foodstuff	Maximum
		mg/kg			mg/kg
	Appels, boontjies, duiwe, koolgewasse, koring, pampoengewasse, pere, perskes, pruime, sitrus en sorghum.....	2,0	Decamethrin.....	Apples and pears.....	0,1
Dinobuton.....	Grondbone en katoensaad.....	0,1		Cotton seed.....	0,05
Dinokap (dinokap en verwante nitro-oktielfenole uitgedruk as dinokap)	Appels en pere.....	1,0	Demeton-S-methyl (sum of demeton-S-methyl, demeton-S-methyl sulphone and oxydemeton-methyl)	Apples, apricots, peaches, pears and plums.....	0,4
Dioksation (som van cis-en transisomere)	Appels, duiwe, ertjies, koolgewasse, pere en perskes.....	1,0		Beans, brinjals, cruciferae, peppers, mealies (green), potatoes, sorghum, tomatoes and wheat.....	0,2
	Melk en melkprodukte..	0,2‡		Citrus.....	0,5
	Sitrus.....	1,0	Diazinon.....	Cotton seed, olives, onions, groundnuts and rooibos tea.....	0,1
	Vleis van beeste, bokke, skape en varke.....	1,0§		Apples, apricots, beans, cruciferae, peaches, pears, plums, pineapples and tomatoes...	0,5
Disulfoton (som van disulfoton, demeton-S' en hul sulfoksiede en sulfone)	Aartappels, koolgewasse, tamaties en uie.....	0,5		Meat of cattle, pigs and sheep.....	0,7§
Ditalimfos.....	Katoensaad.....	0,2		Milk and milk products..	0,5‡
Ditianon.....	Koffie.....	0,1	Dichlofluaniid.....	Mushrooms.....	0,2
	Appels.....	1,0		Apricots, peaches and plums.....	0,5
Dodien.....	Appelkose, appels, pere, perskes en pruime....	2,0		Grapes.....	1,0
EDB (as organiese bromied)	Appels, kwepers en pere	1,0	Dichloran (as 2,6-dichloro-4-nitroaniline)	Peaches.....	1,0
Efosiet (as fosforsuur)...	Alle voedingsmiddels....	75,0*	Dichloropropene.....		
Endosulfan (som van alfa- en beta-endosulfan en endosulfansulfaat)	Avokado's.....	20,0	Dichlorvos.....	Potatoes and tomatoes...	0,05
	Appelkose, appels, boontjies, duiwe, ertjies, kersies, koffie, koring, kwepers, mielies (groen) pere, perskes, pruime, sorghum en tamaties..	0,5		Bananas, beans, cruciferae, grapes, tomatoes and wheat.....	0,1
	Boysenbessies, koolgewasse, sitrus en youngbessies.....	1,0		Eggs.....	0,05
	Grondbone en katoensaad.....	0,2		Meat of cattle, goats, pigs, poultry and sheep.....	0,05
	Suikerriet.....	0,1		Milk.....	0,02
Etileentio-ureum (ETU)	Alle voedingsmiddels....	0,01		Apples, apricots, bananas, beans, cherries, citrus, cruciferae, cucurbits, granadillas, peaches, pears, plums and quinces.....	5,0
Etoksikwin.....	Appels en pere.....	3,0		Cotton seed and peas....	0,1
Fenamifos (som van fenamifos, sy sulfoksiede en sulfone uitgedruk as fenamifos)	Aartappels.....	0,2	Dicrotophos.....	Tomatoes, and peppers...	1,0
Fenbutatinoksied.....	Pynappels en tamaties...	0,1	Dieldrin (sum of HHDN and HEOD expressed as dieldrin)	Coffee and potatoes....	0,1
	Sitrus.....	0,05		Eggs.....	0,1
	Appels, pere en perskes..	2,0		Meat of cattle, goats, pigs, poultry and sheep.....	0,2§
	Sitrus.....	1,0		Milk and milk products..	0,1‡
Fenclorfos.....	Duiwe.....	1,0		Cereal grains.....	0,02
Fenpropotrín.....	Katoensaad.....	0,1	Diffubenzuron.....	Apples and pears.....	1,0
Fentinasetaat.....	Aartappels en uie.....	0,05	Di-isopropylnitrophthalate	Apples.....	0,5
Fention (som van fention, sy suurstofanalooë en hul sulfoksiede en sulfone)	Appelkose, appels, koejaws, kwepers, pere, perskes en pruime....	1,0	Dimethoate (sum of dimethoate and omethoate)	Apples, beans, citrus, cruciferae, cucurbits, grapes, peaches, pears, plums, sorghum and wheat.....	2,0
	Duiwe.....	0,5		Cotton seed and groundnuts.....	0,1
Fentootaat.....	Koffie en pampoengewasse.....	0,1		Potatoes, strawberries and pineapples.....	0,5
	Aartappels en uie.....	0,1		Apples and pears.....	1,0
Fenvaleraat.....	Koolgewasse en sitrus...	1,0	Dinobuton.....	Apples, cruciferae, grapes, peaches, pears and peas	1,0
	Aartappels.....	0,05	Dinocap (dinocap and related nitro-octylphenols expressed as dinocap)		
	Appels, katoensaad en pere.....	0,5	Dioxathion (sum of cis and trans isomers)	Citrus.....	1,0
	Sonneblomsaad en sorghum.....	0,2		Meat of cattle, goats, pigs and sheep.....	1,0§
	Tamaties.....	0,1		Milk and milk products..	0,2‡
Foksim.....	Graankorrels en grondbone.....	0,2	Diphenylamine.....	Apples.....	10,0
	Duiwe.....	15,0	Disulfoton (sum of disulfoton, demeton-S' and their sulphoxides and sulphones)	Coffee.....	0,1
Folpet.....	Appels, katoensaad, koolgewasse, mielies (groen) en uie.....	0,05	Ditalimphos.....	Cotton seed.....	0,2
Foraat (som van foraat, sy sulfoksied-, sulfoon- en suurstofanalooë)	Aartappels en uie.....	0,5		Cruciferae, onions, potatoes and tomatoes....	0,5
Formotion (som van formotion en dimetootaat uitgedruk as formotion)	Duiwe, koring, perskes en pruime.....	2,0	Dithianon.....	Apples, pears and quinces	1,0
	Katoensaad.....	0,1	Dodine.....		
Fosaloon.....	Appels en pere.....	2,0	EDB (as organic bromide)	All foodstuffs.....	75,0*
Fosfamidon (som van cis-en transfosfamidon en N-desetiel-fosfamidon)	Aartappels.....	0,05	Efosite (as phosphoric acid).....	Avocadoes.....	20,0
	Koring.....	0,1			
Gamma-BHC.....	Aartappels, patats en uie	0,2			
	Appelkose, appels, boontjies, ertjies, koolgewasse, pere, perskes en pruime.....	1,0			

I	II	III	I	II	III
Chemiese stof	Voedingsmiddel	Maksimum	Chemical	Foodstuff	Maximum
		mg/kg			mg/kg
	Eiers.....	0,1	Endosulfan (sum of alpha and beta endosulfan and endosulfan sulphate)	Apples, apricots, beans, cherries, coffee, grapes, mealies (green), peaches, pears, peas, plums, quinces, sorghum, tomatoes and wheat.....	0,5
	Katoensaad.....	0,1		Boysenberries, citrus, cruciferae and youngberries.....	1,0
	Melk en melkprodukte..	0,2‡		Cotton seed and groundnuts.....	0,2
	Vleis van beeste, bokke, skape en varke.....	2,0§		Sugar cane.....	0,1
	Vleis van pluimvee.....	0,7§		Apples and pears.....	3,0
Heksachlorofeen.....	Katoensaad.....	0,05	Ethoxyquin.....	All foodstuffs.....	0,01
HHDN.....	Eiers.....	0,1	Fenamiphos (sum of fenamiphos, its sulphoxides and sulphones expressed as fenamiphos)	Citrus.....	0,05
	Graankorrels.....	0,02	Fenbutatin oxide.....	Pineapples and tomatoes	0,1
	Melk en melkprodukte..	0,15‡		Potatoes.....	0,2
	Vleis van beeste, bokke, pluimvee, skape en varke.....	0,2§		Apples, peaches and pears	2,0
Imasalil.....	Pampoengewasse.....	0,5	Fenchlorphos.....	Citrus.....	1,0
	Sitrus.....	5,0	Fenprothrin.....	Grapes.....	1,0
Iprodion.....	Druive.....	5,0	Fenthion (sum of fenthion, its oxygen analogue and their sulphoxides and sulphones)	Cotton seed.....	0,1
	Perskes (ingemaak).....	0,05	Fentin acetate.....	Apples, apricots, guavas, peaches, pears, plums and quinces.....	1,0
	Uie.....	0,5	Fenvalerate.....	Coffee and cucurbits.....	0,1
Isofenphos.....	Sitrus.....	0,2		Grapes.....	0,5
Kamfechlor.....	Melk en melkprodukte..	0,5*‡		Onions and potatoes.....	0,05
	Vleis van beeste, bokke, skape en varke.....	5,0*§		Apples, cotton seed and pears.....	0,5
Kaptab (Kaptan).....	Aarbeie, appelkose, appels, boysenbessies, druive koejawels, kwepers, olywe, pere, perskes, pruime, seldery, spinasie, tamaties en youngbessies.....	15,0		Potatoes.....	0,05
	Aartappels.....	0,5		Sorghum and sunflower seed.....	0,2
Kaptafol.....	Aartappels.....	0,5		Tomatoes.....	0,1
	Koffie en tamaties.....	3,0	Folpet.....	Grapes.....	15,0
	Pynappels.....	10,0	Formothion (sum of formothion and dimethoate expressed as formothion)	Grapes, peaches, plums and wheat.....	2,0
Karbaril.....	Appelkose, appels, druive, koring, lusern, pere en sorghum.....	2,5	Gamma-BHC.....	Cotton seed.....	0,1
	Eiers.....	0,5		Onions and potatoes.....	0,5
	Kasteroliesaad, katoensaad, mielies (groen) enturksyde.....	0,5		Apples, apricots, beans, cruciferae, peaches, pears, peas and plums	1,0
	Vleis van beeste, bokke, varke en skape.....	0,2		Cotton seed.....	0,1
	Vleis van pluimvee.....	0,5		Eggs.....	0,1
	Melk en melkprodukte..	0,1		Meat of cattle, goats, pigs and sheep.....	2,0§
Karbendasim.....	Appels en pere.....	3,0		Meat of poultry.....	0,7§
Karbofuran (asook 3-hidroksikarbofuran uitgedruk as karbofuran)	Koolgewasse.....	0,5		Milk and milk products..	0,2‡
	Mielies (groen).....	0,2		Onions, potatoes and sweet potatoes.....	0,2
	Sorghum en suikerriet..	0,1		Cotton seed.....	0,05
			Hexachlorophene.....		
			HHDN.....	Cereal grains.....	0,02
				Eggs.....	0,1
				Meat of cattle, goats, pigs, poultry and sheep.....	0,2§
				Milk and milk products..	0,15‡
			Hydrogen phosphide (phosphine)	Cereal grains.....	0,1
				Dried fruit, processed grain products and other foodstuffs.....	0,01
			Imazalil.....	Citrus.....	5,0
				Cucurbits.....	0,5
			Iprodione.....	Grapes.....	5,0
				Onions.....	0,5
				Peaches (canned).....	0,05
			Isofenphos.....	Citrus.....	0,2
			Mancozeb.....	Apples, apricots, bananas, beans, boysenberries, citrus, cruciferae, cucurbits, grapes, guavas, mangoes, olives, peaches, pears, plums, quinces, tomatoes and youngberries.....	3,0‡
				Onions, groundnuts, peas and potatoes.....	0,5‡

I	II	III	I	II	III
Chemiese stof	Voedingsmiddel	Maksimum	Chemical	Foodstuff	Maximum
		mg/kg			mg/kg
Merkaptotion (die som van merkaptotion en sy suurstofanaloo) (Malation)	Appelkose, grenadellas, lietsjies, lusern, perskes en sitrus.....	4,0	Maneb.....	Apples, apricots, beans, citrus, cruciferae, cucurbits, grapes, mangoes, peaches, pears, plums and tomatoes...	3,0†
	Appels, avokado's, bone, druie, koejawels, papajas, pere, piesangs, pruime en veselperskes	2,0		Groundnuts, onions and potatoes.....	0,5†
	Ertjies, mielies (groen), sorghum, suikerriet en uie.....	0,5	Mercarbam.....	Apples, apricots, peaches, pears and plums.....	0,05
	Gedroogde vrugte, graan, korrels, groente, grondbone, sonneblomsaad, katoensaad en ander oliesade en neut.....	8,0		Citrus.....	0,5
	Koolgewasse, groenrissies en tamaties.....	3,0	Mercaptothion (sum of mercaptothion and its oxygen analogue) (Malthion)	Apricots, citrus, grana-dillas, litchis, lucerne and peaches.....	4,0
	Pampoengewasse en sampioene.....	1,0		Apples, avocados, bananas, beans, grapes, guavas, mangoes, paw-paws, pears and plums	2,0
Merkarbam.....	Appelkose, appels, pere, perskes en pruime....	0,05		Cereal grains, dried fruit, nuts, vegetables, groundnuts, sunflower seed, cotton seed and other oilseeds.....	8,0
Metalaksil.....	Sitrus.....	0,5		Cruciferae, tomatoes and peppers.....	3,0
	Aartappels.....	0,2		Cucurbits and mushrooms	1,0
	Avokado's en koolgewasse.....	0,05		Mealies (green), onions, peas, sorghum and sugar cane.....	0,5
	Druie (wyn).....	1,5	Metalaxyl.....	Avocados and cruciferae	0,05
	Tamaties.....	0,1		Grapes (wine).....	1,5
Metamidofos.....	Aartappels.....	0,2		Potatoes.....	0,2
	Appelkose, appels, koolgewasse, pere, perskes en pruime.....	1,0		Tomatoes.....	0,1
	Tamaties.....	0,5	Methamidophos.....	Apples, apricots, cruciferae, peaches, pears and plums.....	1,0
Metidation.....	Aartappels.....	0,02		Potatoes.....	0,2
	Appelkose, druie, kersies, perskes, pruime en turksvee.....	0,2		Tomatoes.....	0,5
	Appels en pere.....	0,3	Methidathion.....	Apples and pears.....	0,3
	Sitrus.....	2,0		Apricots, cherries, grapes, peaches, plums and prickly pears.....	0,2
Metielbromied (as bromometaan)	Gedroogde vrugte.....	20,0*		Citrus.....	2,0
	Geprosesseerde graanprodukte.....	10,0*		Potatoes.....	0,02
	Graankorrels en peulgewasse.....	50,0*	Methiocarb.....	Apples, apricots, grapes, pears and plums.....	0,2
	Grondbone.....	100,0*		Citrus, cruciferae, mealies (green), peaches, sorghum and wheat.....	0,2
Metiokarb.....	Appelkose, appels, druie, pere en pruime....	0,2	Methomyl.....	Beans, lucerne, lupins and tomatoes.....	0,1
Metiram.....	Aartappels.....	0,5†		Potatoes.....	0,02
	Appelkose, appels, boontjies, pere, perskes, pruime en tamaties....	3,0†		Dried fruit.....	20,0*
				Groundnuts.....	100,0*
Metomil.....	Aartappels.....	0,02		Legumes and cereal grains	50,0*
	Boontjies, lupiene (wolfsboontjies), lusern en tamaties.....	0,1	Metiram.....	Processed grain products	10,0*
	Koolgewasse, koring, mielies (groen), perskes, sitrus en sorghum	0,2		Apples, apricots, beans, peaches, pears, plums and tomatoes.....	3,0†
				Potatoes.....	0,5†
Mevinfos (som van cis en transmevinfos)	Aartappels.....	0,05	Mevinphos (sum of cis and trans mevinphos)	Beans, citrus, cruciferae, cucurbits, peas, peppers, tomatoes and wheat...	0,1
	Bone, ertjies, koolgewasse, koring, pampoengewasse, groenrissies, sitrus en tamaties.....	0,01		Grapes.....	0,2
	Druie.....	0,2		Potatoes.....	0,05
Monokrotofos.....	Aartappels, katoensade en wortels.....	0,05	Monocrotophos.....	Carrots, cotton seed and potatoes.....	0,05
	Koring, mielies (groen) en sitrus.....	0,1		Citrus, mealies (green) and wheat.....	0,1
	Tamaties.....	0,2		Tomatoes.....	0,2
Oksamil.....	Aartappels, pynappel en suikerriet.....	0,05	Omethoate.....	Apples, grapes and pears	1,5
				Citrus and lucerne.....	2,0
Oksidemeton-metiel....	Appelkose, appels, pere, perskes en pruime....	0,4		Peas.....	1,0
	Bone en koolgewasse....	0,2	Oxamyl.....	Potatoes, pineapples and sugar cane.....	0,05
	Sitrus.....	0,5			
Ometoat.....	Appels, druie en pere..	1,5	Oxydemeton-methyl....	Apples, apricots, peaches, pears and plums.....	0,4
	Ertjies.....	1,0		Beans and cruciferae....	0,2
	Sitrus en lusern.....	2,0		Citrus.....	0,5

I	II	III	I	II	III
Chemiese stof	Voedingsmiddel	Maksimum	Chemical	Foodstuff	Maximum
		mg/kg			mg/kg
Paration (som van paration en sy suurstofanaloo)	Beet, grondbone, patats, rape, uie en wortels... Boontjies, eiervrug, ertjies, koolgewasse, kwepers, lusern, pampoengewasse, groenrissies, sitrus, spinasie en tamaties.....	0,05 0,5	Parathion (sum of parathion and its oxygen analogue)	Beans, brinjals, cruciferae, citrus, cucurbits, lucerne, peppers, peas, quinces, spinach and tomatoes.....	0,5
Permetrin.....	Koffie, koring en sorghum Veselperskes..... Appels, duiwe, mielies (groen), pere en sorghum.....	0,2 0,1 0,5		Beetroot, carrots, groundnuts, onions, sweet potatoes and turnips.....	0,05
Piperonielbutoksied.....	Boontjies en ertjies..... Droë vrugte, neut, grondbone, groente, sonneblomsaad, katoensaad en ander oliesade	0,1 8,0	Permethrin.....	Coffee, sorghum and wheat.....	0,2
Pirasofos.....	Graankorrels..... Pampoengewasse.....	20,0 0,2		Mangoes.....	0,1
Piretriene (som van piretriene I en II en ander struktuurverwante in-sekdoderbestanddele van birctrum)	Droë vrugte, groente, grondbone, katoensaad, neut, sonneblomsaad en ander oliesade..... Graankorrels.....	1,0 2,0	Phenthoate.....	Apples, grapes, mealies (green), pears and sorghum.....	0,5
Pirimifosmetiel (som van pirimifos, sy suurstofanaloo en N-desetielpirimifos-metiel)	Mielies en sorghum.....	8,0	Phorate (sum of phorate, its sulfoxide, sulphone and oxygen analogues)	Beans and peas.....	0,1
Pirimikarb (pirimikarb, desmetielpirimikarb en desmetielformamiko-pirimikarb)	Aartappels, appels, hawermout, koolgewasse, koring, perskes en sorghum..... Grondbone en pekan-neute.....	0,5 0,05	Phosalone.....	Citrus and cruciferae.....	1,0
Prosimidoon.....	Druie (tafel).....	1,0	Phosphamidon (sum of cis and trans phosphamidon and N-desethyl-phosphamidon)	Onions and potatoes.....	0,1
Propargiet.....	Aarbeie..... Appels..... Pere..... Perskes.....	0,5 1,5 0,05 2,0	Phoxim.....	Apples, cotton seed, cruciferae, onions and mealies (green).....	0,05
Profenofos.....	Katoensaad.....	0,05	Piperonylbutoxide.....	Apples and pears.....	2,0
Propineb.....	Aartappels en grondbone Boysenbessies, duiwe, tamaties en youngbessies	0,5† 3,0†		Potatoes.....	0,05
Protiofos.....	Appelkose, appels, pere, perskes, pruime en sitrus..... Druie en koejawels.....	0,05 1,0		Wheat.....	0,1
Siheksatin (trisikloheksietinhidroksied uitgesonderd organiese degradasieprodukte en anorganiese tin)	Appels, pere, perskes, pruime en tamaties.....	2,0		Cereal grains and groundnuts.....	0,2
Sineb.....	Aartappels en uie..... Appelkose, appels, boontjies, koolgewasse, pampoengewasse, groenrissies, pere, perskes, pruime, sitrus en tamaties	0,5† 3,0†		Cereal grains.....	20,0
Sipermetrin.....	Appels, mielies (groen) en pere..... Boontjies, ertjies en koolgewasse..... Druie (wyn) en katoensaad..... Tamaties.....	0,5 0,1 0,05 0,2	Pirimicarb (pirimicarb, desmethyl - pirimicarb and desmethyl-formamico-pirimicarb)	Dried fruit, nuts, vegetables, groundnuts, sunflower seed, cotton seed and other oilseeds.....	8,0
Swael.....	Appelkose, appels, avokado's, bone, boysenbessies, duiwe, ertjies, lupiene (wolfsboontjies), pampoengewasse, papajas, pere, perskes, groenrissies, piesangs, pruime, sitrus, tamaties, veselperskes en youngbessies	50,0 1,0	Pirimiphos-methyl (sum of pirimiphos, its oxygen analogue and N-desethyl-pirimiphos-methyl)	Apples, cruciferae, oats, peaches, potatoes, sorghum and wheat.....	0,5
Temefos.....	Sitrus.....	1,0	Procymidone.....	Groundnuts and pecan nuts	0,05
Tetrachlorvinfos.....	Appels, koolgewasse, koring, lupiene (wolfsboontjies), pere, pruime en tamaties.....	2,0	Profenofos.....	Maize and sorghum.....	8,0
			Propargite.....		
				Grapes (table).....	1,0
				Cotton seed.....	0,05
				Apples.....	1,5
				Peaches.....	2,0
				Pears.....	0,05
				Strawberries.....	0,5
				Boysenberries, grapes, tomatoes and youngberries.....	3,0†
				Groundnuts and potatoes	0,5†
				Apples, apricots, citrus, peaches, pears and plums	0,05
				Grapes and guavas.....	1,0
				Cucurbits.....	0,2
				Cereal grains.....	2,0
				Dried fruit, nuts, vegetables, groundnuts, sunflower seed, cotton seed and other oilseeds.....	1,0
				Apples, apricots, avocados, bananas, beans, boysenberries, citrus, cucurbits, grapes, lupins, mangoes, pawpaws, peaches, pears, peas, peppers, plums, tomatoes and youngberries.....	50,0
				Citrus.....	3,0
				Citrus.....	1,0
				Apples, cruciferae, lupins, pears, plums, tomatoes and wheat.....	2,0
				Cotton seed.....	0,05
				Peaches.....	5,0
				Peas.....	0,5
				Apples, apricots, citrus, peaches, pears and plums.....	5,0
				Cotton seed.....	0,05

I	II	III	I	II	III
Chemiese stof	Voedingsmiddel	Maksimum	Chemical	Foodstuff	Maximum
		mg/kg			mg/kg
	Ertjies.....	0,5	Thiabendazole.....	Apples, citrus and pears..	6,0
	Katoensaad.....	0,05		Avocadoes.....	5,0
	Perskes.....	5,0		Bananas.....	3,0
Tetradifon.....	Appelkose, appels, pere, perskes, pruime en si- trus.....	5,0	Thiometon (sum of thio- meton, its sulphoxide and sulphone)	Potatoes.....	10,0
	Katoensaad.....	0,05		Apples, apricots, peaches, pears and plums.....	0,4
Tiabendasool.....	Aartappels.....	10,0		Beans, cruciferae, mealies (green), surghum, to- matos and wheat.....	0,2
	Appels, pere en sitrus....	6,0		Cotton seed, groundnuts and potatoes.....	0,05
	Avokado's.....	5,0	Thiophanate-methyl (sum of thiophanate-methyl and carbendazim ex- pressed as carbendazim)	Apples and pears.....	3,0
	Piesangs.....	3,0		Citrus.....	5,0
Tiofanaatmetiel (som van tiofanaatmetiel en karbendasim uitgedruk as karbendasim)	Appels en pere.....	3,0	Thiram.....	Groundnuts.....	0,1
	Grondbone.....	0,1		Apples, apricots, peaches, pears and plums.....	3,0†
	Sitrus.....	5,0	Triadimefon.....	Apples, cucurbits, grapes and mangoes.....	0,05
Tiometon (som van tio- meton, sy sulfoksied en sulfoon)	Aartappels, grondbone en katoensaad.....	0,05		Barley, lupins, peas and wheat.....	0,1
	Appelkose, appels, pere, perskes en pruime....	0,4	Triazophos.....	Bananas and citrus.....	2,0
	Boontjies, koolgewasse, koring, mielies (groen), sorghum en tamaties ..	0,2		Mealies (green).....	0,1
Tiram.....	Appelkose, appels, pere, perskes en pruime....	3,0†		Cotton seed.....	0,05
Triadimefon.....	Appels, druiwe, pam- poengewasse en vesel- perskes.....	0,05	Trichlorfon.....	Apples, apricots, coffee, cruciferae, granadillas, grapes, guavas, litchis, peaches, pears, plums and quinces.....	0,2
	Gort, ertjies, koring en lupiene (wolfsboontjies)	0,1		Citrus and cucurbits.....	0,1
Triasofos.....	Katoensaad.....	0,05		Beans and tomatoes.....	1,0
	Mielies (groen).....	0,1		Lucerne.....	2,0
	Piesangs en sitrus.....	2,0		Mealies (green) and sweet potatoes.....	0,05
Trichlorfon.....	Appelkose, appels, drui- we, grenadellas, koeja- wels, koffie, koolge- wasse, kwepers, liet- sjies, pere, perskes en pruime.....	0,2	Tricyclotin.....	Apples, peaches and pears	0,5
	Boontjies en tamaties....	1,0	Triforine.....	Apples and peaches.....	2,0
	Lusern.....	2,0		Beans and plums.....	1,0
	Mielies (groen) en patats	0,05		Cucurbits.....	0,5
	Pampoengewasse en sitrus	0,1		Peas.....	0,1
Triforien.....	Appels en perskes.....	2,0	Vamidotion.....	Apples.....	0,4
	Boontjies en pruime....	1,0	Vinclozolin.....	Grapes.....	1,0
	Ertjies.....	0,1	Zineb.....	Apples, apricots, beans, citrus, cruciferae, cu- curbits, peaches, pears, peppers, plums and tomatoes.....	3,0†
	Pampoengewasse.....	0,5		Onions and potatoes.....	0,5†
Trisiklotin.....	Appels, pere en perskes..	0,5			
Vamidotion.....	Appels.....	0,4			
Vinclosolin.....	Druiwe.....	1,0			
Waterstoffosfied (fosfien)	Droë vrugte, geprosse- seerde graanprodukte en ander voedingsmid- dels.....	0,01			
	Graankorrels.....	0,1			

* Gidsvlak.

† Bereken as CS²-skatting.

‡ Op 'n vetbasis.

§ Op die gelewerde of geëkstraheerde karkasvet.

|| Dopvry-basis.

* Guide level.

† Calculated as CS² estimate.

‡ On a fat basis.

§ On the rendered or extracted carcase fat.

|| On a shell-free basis.

DEPARTEMENT VAN JUSTISIE

No. R. 28

2 Januarie 1981

REËLS WAARBY DIE VERRIGTINGE VAN
DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(ORANJE-VRYSTAATSE PROVINSIALE AFDE-
LING) GEREËL WORD

Die Regter-president van die Hooggeregshof van
Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling)
het kragtens artikel 43 (2) (b) van die Wet op die
Hooggeregshof, 1959 (Wet 59 van 1959), die reëls
waarby die verrigtinge van die Oranje-Vrystaatse

DEPARTMENT OF JUSTICE

No. R. 28

2 January 1981

RULES REGULATING THE CONDUCT OF THE
PROCEEDINGS OF THE SUPREME COURT OF
SOUTH AFRICA (ORANGE FREE STATE PRO-
VINCIAL DIVISION)

The Judge President of the Supreme Court of South
Africa (Orange Free State Provincial Division) has, in
terms of section 43 (2) (b) of the Supreme Court Act,
1959 (Act 59 of 1959), amended the rules regulating

Provinsiale Afdeling van die Hooggeregshof van Suid-Afrika gereël word, afgekondig by Goewermentskennisgewing R. 3290 van 12 September 1969 soos volg gewysig:

Wat betref die sittings van die Hof en vakansies vir 1981 *alleenlik* word reël 2 (1) (a) gewysig om as volg te lui:

"Vanaf 1 Februarie 1981 tot en met Sondag 5 April 1981;"

en word reël 2 (1) (b) gewysig om as volg te lui:

"Vanaf Dinsdag 21 April 1981 tot Maandag 15 Junie 1981;"

H. W. O. KLOPPER, Regter-president.

5 Desember 1980.

DEPARTEMENT VAN MANNEKRAG-BENUTTING

No. R. 4 2 Januarie 1981

WET OP NYWERHEIDSVERSOENING, 1956

SUIWELNYWERHEID, REPUBLIEK VAN SUID-AFRIKA

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Suiwelnywerheid betrekking het, met ingang van 2 Januarie 1981 en vir die tydperk wat op 31 Desember 1982 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (5) (f), 16 en 20, met ingang van 2 Januarie 1981 en vir die tydperk wat op 31 Desember 1982 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 genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (5) (f), 16, 19 en 20, met ingang van 2 Januarie 1981 en vir die tydperk wat op 31 Desember 1982 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 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 Mannekragenbenutting.

BYLAE

NATIONALE NYWERHEIDSRAAD VIR DIE SUIWELNYWERHEID

OOREENKOMS

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

the conduct of the proceedings of the Orange Free State Provincial Division of the Supreme Court of South Africa, promulgated by Government Notice R. 3290, dated 12 September 1969, as follows:

With regard to the sittings of the Court and vacations for 1981 *only*, rule 2 (1) (a) is amended to read as follows:

"From 1 February 1981 to Sunday 5 April 1981, inclusive;"

and rule 2 (1) (b) is amended to read as follows:

"From Tuesday 21 April 1981 to Monday 15 June 1981;"

H. W. O. KLOPPER, Judge President.

5 December 1980.

DEPARTMENT OF MANPOWER UTILISATION

No. R. 4 2 January 1981

INDUSTRIAL CONCILIATION ACT, 1956

DAIRY INDUSTRY, REPUBLIC OF SOUTH AFRICA

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 all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Dairy Industry shall be binding, with effect from 2 January 1981 and for the period ending 31 December 1982, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (5) (f), 16 and 20, shall be binding, with effect from 2 January 1981 and for the period ending 31 December 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 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 2 January 1981 and for the period ending 31 December 1982, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (5) (f), 16, 19 and 20, 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 FOR THE DAIRY INDUSTRY

AGREEMENT

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

Dairy Factory Employers' Organisation

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

National Union of Dairy Industry Employees

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

wat die partye is by die Nasionale Nywerheidsraad vir die Suiwelnywerheid.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Republiek van Suid-Afrika nagekom word deur al die werkgewers wat lede van die werkgewersorganisasie is en betrokke is by die Suiwelnywerheid en deur alle lede van die vakvereniging wat in daardie Nywerheid werksaam is.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in klousule 4 voorgeskryf is: Met dien verstande dat genoemde bepalinge nie van toepassing is op klerke wat lede is van die personeel van Hoofkantoor of streekkantore en uitsluitlik of hoofsaaklik werk verrig wat buite die bestek van die Suiwelnywerheid val nie: Voorts met dien verstande dat hierdie Ooreenkoms, uitgesonderd klousules 7, 8, 9 (3), 13 en 15, nie van toepassing is op 'n werknemer wat gedurende die eerste jaar na die inwerkingtreding van die Ooreenkoms 'n loon van meer as R700 per maand en daarna R800 per maand ontvang nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekragbenutting kragtens artikel 48 (1) van die Wet bepaal en bly van krag tot 31 Desember 1982 of tot dié datum wat die Minister vasstel.

3. WOORDOMSKRYWING

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings daarvan bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vroue bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"agent" 'n persoon wat deur die Raad aangestel word om pligte namens die Raad uit te voer;

"ketelbediener" 'n werknemer wat onder die toesig van 'n fabrieksingenieur, bottermaker en/of kaasmaker verantwoordelik is vir die instandhouding van die waterpeil en stoomdruk in die ketel en wat die vuur in sodanige ketel mag stook, uithaal, hark of met 'n herdstok mag bewerk;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;

"gediplomeerde bottermaker" 'n gekwalifiseerde bottermaker wat in besit is van die Sertifikaat van Bekwaamheid in Bottermakery wat deur die Departement van Landbou-ekonomie en -bemarking en die Raad uitgereik is;

"gediplomeerde kaasmaker" 'n gekwalifiseerde kaasmaker wat in besit is van 'n Sertifikaat van Bekwaamheid in Kaasmakery wat deur die Departement van Landbou-ekonomie en -bemarking uitgereik is en 'n Sertifikaat in Gevorderde Kaasmakery wat deur die Raad uitgereik is;

"klerk" 'n werknemer wat hoofsaaklik skryf-, tik-, lisseer- of 'n ander vorm van klerklike werk verrig en ook 'n magasynman, versendingsklerk en telefonis, maar nie ook 'n werknemer wat 'n vorm van klerklike werk verrig wat iets bykomstigs by sy vernaamste werk is nie;

"Raad" die Nasionale Nywerheidsraad vir die Suiwelnywerheid;

"Suiwelnywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van botter en kaas of enige neweprodukte bykomend daartoe;

"dag" die tydperk van 24 uur bereken vanaf die tydstop waarop die werknemer begin werk;

"noodsaaklike dienste" daardie werksaamhede wat nodig is ten einde te voorkom dat bederfbare grondstowwe en botter en/of kaas bederf;

"bedryfsinrigting" 'n perseel of 'n gedeelte van 'n perseel waarin of waarop drie of meer persone eenige van die werksaamhede verrig wat in die omskrywing van "Suiwelnywerheid" genoem word;

"ondervinding" die totale tydperk of tydperke diens wat 'n werknemer in die Suiwelnywerheid gehad het in die besondere werk waarvoor hy in diens geneem is: Met dien verstande dat, in die geval van 'n fabrieksassistent graad I

Dairy Factory Employers' Organisation

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

National Union of Dairy Industry Employees

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

being the parties to the National Industrial Council for the Dairy Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Republic of South Africa by all employers who are members of the employers' organisation and are engaged in the Dairy Industry and by all members of the trade union who are employed in that Industry.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4: Provided that the said provisions shall not apply in respect of clerical employees on Head Office or Regional Office staffs wholly or mainly performing work falling outside the Dairy Industry: Provided further that the provisions of this Agreement, other than clauses 7, 8, 9 (3), 13 and 15, shall not apply to any employee in receipt of a wage in excess of R700 per month during the first year of operation of the Agreement and R800 per month thereafter.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower Utilisation in terms of section 48 (1) of the Act, and shall remain in force until 31 December 1982 or such other date as the Minister may determine.

3. DEFINITIONS

(1) Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act and any reference to an act shall include any amendment thereof and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"agent" means a person appointed by the Council to carry out duties on behalf of the Council;

"boiler attendant" means an employee who, under the supervision of a factory engineer, buttermaker and or cheesemaker, is responsible for maintaining the water level and steam pressure of the boiler and who may stoke, draw, rake or slice the fire in such boiler;

"casual employee" means an employee who is employed by the same employer on not more than three days in any week;

"certificated buttermaker" means a qualified buttermaker who is in possession of Certificates of Proficiency in Butter-making issued by the Department of Agricultural Economics and Marketing and the Council;

"certificated cheesemaker" means a qualified cheesemaker who is in possession of a Certificate of Proficiency in Cheesemaking issued by the Department of Agricultural Economics and Marketing and a Certificate of Advanced Cheesemaking issued by the Council;

"clerical employee" means an employee who is mainly engaged in writing, typing, filing or any other form of clerical work and includes a storeman, despatch clerk and telephone operator, but does not include any employee who performs any form of clerical work incidental to his main duty;

"Council" means the National Industrial Council for the Dairy Industry;

"Dairy Industry" means the Industry in which employers and employees are associated for the purpose of manufacturing butter, cheese or any by-products incidental thereto;

"day" means the period of 24 hours calculated from the time the employee commences work;

"essential services" means those activities which are necessary to prevent the deterioration of perishable raw materials and butter and/or cheese;

"establishment" means any premises or part of premises in or on which three or more persons are employed in any of the operations enumerated in the definition of "Dairy Industry";

"experience" means the total period or periods of employment which any employee has had in the Dairy Industry in the particular work on which he is engaged: Provided that in the case of a factory assistant, Grade I (learner buttermaker or learner cheesemaker), the completion of a prescribed course

(leerlingbottermaker of leerlingkaasmaker), die voltooiing van 'n voorgeskrewe kursus in suiwelbereiding wat op aanbeveling van die Departement van Landbou-ekonomie en -bemarking deur die Raad erken word, geag moet word die ekwivalent van een of twee jaar ondervinding te wees volgens die duur van die bepaalde kursus;

"fabrieksassistent", met betrekking tot 'n botterfabriek—
graad I (leerling) 'n werknemer—

(a) wat botter maak en/of room toets en/of room gradeer en wat onder die toesig van 'n gediplomeerde bottermaker of werknemer graad IV al die take verrig wat aan hierdie werksaamhede verbonde is; of

(b) aan wie enigeen van die sertifikate wat vir 'n gekwalifiseerde werknemer voorgeskryf word, uitgereik is, maar wat minder as een jaar ondervinding het;

graad II (toetser) 'n werknemer—

(a) wat daarvoor verantwoordelik is om room te toets;

(b) wat in besit is van 'n Roomtoetssertifikaat;

(c) wat minstens een jaar ondervinding in 'n botterfabriek opgedoen het;

graad III (gradeerder) 'n werknemer—

(a) wat verantwoordelik is vir die gradering, neutralisering en pasteurisering van room;

(b) wat in besit is van 'n Roomgraderingsertifikaat;

(c) wat geslaag het in 'n kursus wat deur die Raad erken word; en

(d) wat minstens twee jaar praktiese ondervinding in 'n botterfabriek opgedoen het;

graad IV (bottermaker) 'n werknemer—

(a) wat daarvoor verantwoordelik is om botter in 'n fabriek te maak;

(b) wat in besit is van 'n sertifikaat/sertifikate wat by die woordskrywing van 'n "gekwalifiseerde werknemer" vir 'n bottermaker voorgeskryf word; en

(c) wat in 'n erkende kursus in bottermakery geslaag het;

"fabrieksassistent", met betrekking tot 'n kaasfabriek—

graad I (leerling) 'n werknemer—

(a) wat kaas maak en/of melk toets en/of melk gradeer en wat onder die toesig van 'n gediplomeerde kaasmaker of werknemer graad IV al die take verrig wat aan hierdie werksaamhede verbonde is; of

(b) aan wie enigeen van die sertifikate wat vir 'n gekwalifiseerde werknemer voorgeskryf word, uitgereik is, maar wat minder as een jaar ondervinding gehad het;

graad II (toetser) 'n werknemer—

(a) wat daarvoor verantwoordelik is om melk te toets;

(b) wat in besit is van 'n Melktoetssertifikaat; en

(c) wat minstens een jaar ondervinding in 'n kaasfabriek opgedoen het;

graad III (gradeerder) 'n werknemer—

(a) wat geslaag het in 'n kursus wat deur die Raad voorgeskryf word;

(b) wat minstens twee jaar praktiese ondervinding in 'n kaasfabriek opgedoen het;

graad IV (kaasmaker) 'n werknemer—

(a) wat daarvoor verantwoordelik is om kaas in 'n fabriek te maak;

(b) wat in besit is van 'n Sertifikaat van Bekwaamheid in Kaasmakery; en

(c) wat in 'n erkende kursus in kaasmakery geslaag het;

"fabrieksingenieur" 'n werknemer met gespesialiseerde kennis en ondervinding van uitrusting en masjinerie wat in botter- en kaasfabrieke gebruik word en wat sodanige uitrusting en masjinerie in 'n bedryfsinrigting oprig en installeer en met of sonder assistente onder sy toesig verantwoordelik is vir die behoorlike werking, onderhoud en herstel van die uitrusting en masjinerie in sodanige bedryfsinrigting;

"fabrieksvervoerdrywer" 'n werknemer wat 'n voertuig of trekker tussen die fabriek en die stasie dryf ten einde melk en/of room af te haal en leë kanne terug te neem en wat ander fabrieksbenodighede vervoer;

"algemene werker" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig;

(a) *Massameterbediener*.—Iemand wat 'n massa-aantekenaar help met die invul van melk- en/of roomkaartjies en wat in die tydelike afwesigheid van die verantwoordelike persoon sodanige kaartjies kan invul.

in dairying recognised by the Council, on the recommendation of the Department of Agricultural Economics and Marketing, shall be deemed to be equivalent to one or two years' experience according to the duration of the particular course;

"factory assistant", in relation to a butter factory—

Grade I (learner) means an employee—

(a) who is engaged in making butter and/or testing cream and/or grading cream and who performs all the tasks associated with these activities under the supervision of a certificated buttermaker or Grade IV employee; or

(b) who has been issued with any of the certificates prescribed for a qualified employee, but has had less than one year's experience;

Grade II (tester) means an employee—

(a) who is responsible for the testing of cream;

(b) who is in possession of a Cream Testing Certificate;

(c) who has had at least one year's experience in a butter factory;

Grade III (grader) means an employee—

(a) who is responsible for the grading, neutralisation and pasteurisation of cream;

(b) who is in possession of a Cream Grading Certificate;

(c) who has passed a course recognised by the Council; and

(d) who has had at least two year's practical experience in a butter factory;

Grade IV (buttermaker) means an employee—

(a) who is responsible for making butter in a factory;

(b) who is in possession of a certificate(s) prescribed for a buttermaker under the definition of a "qualified employee"; and

(c) who has passed a recognised course in buttermaking;

"factory assistant", in relation to a cheese factory—

Grade I (learner) means an employee—

(a) who is engaged in making cheese and/or testing milk and/or grading milk and who performs all the tasks associated with these activities under the supervision of a certificated cheesemaker or Grade IV employee; or

(b) who has been issued with any of the certificates prescribed for a qualified employee but has had less than one year's experience;

Grade II (tester) means an employee—

(a) who is responsible for the testing of milk;

(b) who is in possession of a Milk Testing Certificate; and

(c) who has had at least one year's experience in a cheese factory;

Grade III (grader) means an employee—

(a) who has passed a course prescribed by the Council;

(b) who has had at least two year's practical experience in a cheese factory;

Grade IV (cheesemaker) means an employee—

(a) who is responsible for making cheese in a factory;

(b) who is in possession of a Certificate of Proficiency in Cheesemaking; and

(c) who has passed a recognised course in cheesemaking;

"factory engineer" means an employee with specialised knowledge and experience of plant machinery used in butter and cheese factories and who erects and installs such plant and machinery in an establishment and is responsible, with or without assistants under his charge, for the proper working, maintenance and repair of the plant and machinery in such establishment;

"factory transport driver" means an employee who drives a motor vehicle or tractor between factory and station for the purpose of collecting milk and/or cream and returning empty cans and transports other factory requisites;

"general worker" means an employee who is engaged in one or more of the following capacities or operations:

(a) *Massmeter attendant*.—Assisting a mass recorder in the completion of milk and/or cream dockets and who may in the temporary absence of the responsible person complete such docket.

(b) *Melk- en roommonsternemer*.—Iemand wat melk- of roommonsters vir toetsdoeleindes neem.

(c) *Toetskamerassistent*.—Iemand wat suur by bereide monsters voeg en van wie vereis kan word om die resultate van sodanige toetse neer te skryf.

(d) *Pasteuriseerbediener*.—Iemand wat 'n pasteuriseereenheid uitmekaarhaal, skoonmaak en inmeekaarsit en van wie vereis kan word om die vakuum en temperatuur op 'n vasgestelde peil in sodanige eenheid te hou.

(e) *Kaasvatbediener*.—Iemand wat kaasvate vul, stremsel en/of suursel byvoeg en van wie vereis kan word om die temperatuur van so 'n vat op 'n vasgestelde peil te hou en wat verantwoordelik is vir die maal van die wringel.

(f) *Karringbediener*.—Iemand wat botterkarrings vul, aan die gang sit en stopsit en wat 'n voorafbepaalde hoeveelheid water en/of sout in sodanige karring kan byvoeg.

(g) *Afskeierbediener*.—Iemand wat 'n afskeier uitmekaarhaal, skoonmaak en inmeekaarsit en wat sodanige afskeier bedien, hetsy dit met die hand of meganies aangedryf word.

(h) *Suurselkamerbediener*.—Iemand wat 'n kaasmaker help met die bereiding van 'n suurselkultuur met die doel om kaas te vervaardig.

(i) *Bediener van 'n bottertoedraaimasjien*.—Iemand wat 'n outomatiese bottertoedraaimasjien bedien en van wie vereis kan word om massastukke te kontroleer en die masjien te stel ten einde te verseker dat die korrekte massa gehandhaaf word.

(j) *Kansorteerder*.—Iemand wat kanne sorteer en ingevulde kaartjies in die regte kanne plaas vir terugsending aan die leweraars.

(k) *Kanplaatman*.—Iemand wat plate adresseer en dit aan kanne heg of die adres regstreeks op kanne stempel.

(l) *Enjinkamerbediener*.—Iemand wat uitrusting en masjinerie smeer en olie.

(m) *Garagebediener*.—Iemand wat motorvoertuie en trekkers smeer en olie.

(n) *Bottertoedraaiers*.—Iemand wat botter met die hand toedraai.

(o) *Bediener van 'n kaasverpakkingsmasjien*.—Iemand wat 'n meganiese seëpers bedien wat vir die toedraai van kaas gebruik word.

(p) *Werknemers in klaarverpakkingsafdeling*.—Alle werknemers wat betrokke is by die verpakking van klaargesnyde kaas en die massameet van sodanige kaas op 'n ten volle outomatiese elektroniese massameter;

“arbeider” ’n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

(1) Persele, voertuie, gereedskap, room- of melkkanne, meubels, werktuie, implemente, masjinerie, filterperse of ander artikels skoonmaak en/of was;

(2) ander voertuie as motorvoertuie olie en smeer;

(3) rantsoene gaarmaak, tee of dergelike drankte maak en bedien;

(4) bottels, blikke, skottels of ander houers met die hand was en kanwasmasjiene leeg- of volmaak;

(5) briewe, boodskappe of artikels te voet of met 'n fiets, driewieler of handaangedrewe voertuig aflewer;

(6) goedere en ander beweegbare artikels op- of aflaa, opla, dra, verskuif of opstapel;

(7) op afleweringvoertuie help en/of voertuie dryf wat deur diere getrek word;

(8) 'n voertuig of trok wat met die hand aangedryf word, stoot of trek;

(9) melk- of roomkanne oopmaak, die inhoud daarvan omroer en hulle leegmaak;

(10) deure, vensters, boligte, dose, sakke, bale, dromme of ander pakkette oopmaak, verseël of toemaak;

(11) kasplankies losmaak, kasplankies of ander klaargemaakte materiaal, aanmeekaarsit en met die hand en/of masjien vasspyker in die vorm van platkissies, kratte of dose;

(12) platkissies, kratte of dose met die hand herstel;

(13) dose of ander houers vasbind, met draad of met hoepels vasdraai;

(14) kanne, dose, sakke, kartondose of ander houers sjabloner of merk (maar nie met die hand adresseer nie) of reeds geadresseerde etikette of plate op kanne, dose, sakke, kartondose, dromme of ander pakkette aanbring;

(15) tuinwerk verrig (p'ant, spit, bark, gras sny, materiaal spreid en meng, natlei of natgooi); paaie of paadjies vee;

(16) diere oppas, aanja, voer of versorg;

(17) geriffelde veselbord of soortgelyke houermateriaal met die hand uitpak of oopmaak;

(18) papier of houers vou;

(19) voerings, skywe of ringe in deksels en/of blikke of ander houers met die hand insit;

(b) *Milk and cream sampler*.—The taking of milk or cream samples for testing purposes.

(c) *Testroom assistant*.—The adding of acid to prepared samples and who may be required to write down the results of such tests.

(d) *Pasteuriser attendant*.—The dismantling, cleaning and assembling of a pasteuriser unit and who may be required to control the vacuum and temperature at a predetermined level in such unit.

(e) *Cheese vat attendant*.—The filling of cheese vats, adding rennet and/or starter and who may be required to control the temperature at a predetermined level of such a vat and who is responsible for the milling of the curd.

(f) *Churn attendant*.—The filling, starting and stopping of butter churns and who may add a predetermined amount of water and/or salt to such churn.

(g) *Separator attendant*.—The dismantling, cleaning and assembling of a separator and who operates such separator whether manually or mechanically driven.

(h) *Starter room attendant*.—Assisting a cheesemaker in the preparation of a starter culture for the purpose of manufacturing cheese.

(i) *Butterwrapping machine attendant*.—Operating an automatic butterwrapping machine and who may be required to check masspieces and adjust the machine to ensure that the correct mass is maintained.

(j) *Can sorter*.—The sorting of cans and placing of completed dockets in the appropriate cans for return to suppliers.

(k) *Can plater*.—Addressing plates and fixing same to cans or stamping address direct onto cans.

(l) *Engine room attendant*.—The greasing and oiling of plant and machinery.

(m) *Garage attendant*.—The greasing and oiling of motor vehicles and tractors.

(n) *Butterwrappers*.—The wrapping of butter by hand.

(o) *Cheese packing machine operators*.—The operating of a mechanical sealing press used for the wrapping of cheese.

(p) *Pre-packaging department employees*.—All employees engaged in the packing of pre-cut cheese and the mass-measuring of such cheese on a fully automatic electronic massmeter.

“labourer” means an employee engaged in one or more of the following capacities or operations:

(1) Cleaning and/or washing premises, vehicles, tools, cream or milk cans, furniture, utensils, implements, machinery, filter presses or other articles;

(2) oiling and greasing vehicles other than motor vehicles;

(3) cooking rations, making and serving tea or similar beverages;

(4) washing bottles, tins, dishes or other containers by hand and charging and/or discharging can-washing machines;

(5) delivering letters, messages or any articles on foot or by means of a bicycle, tricycle, or hand-propelled vehicle;

(6) loading or unloading, lifting, carrying, moving or stacking goods or other movables;

(7) assisting on delivery vehicles and/or driving animal-drawn vehicles;

(8) pushing or pulling any manually-propelled vehicle or truck;

(9) opening milk or cream cans, stirring and emptying their contents;

(10) opening, sealing or closing doors, windows, fanlights, boxes, bags, bales, drums or other packages;

(11) loosening shooks, assembling and nailing by hand and/or machine, trays, crates, or boxes from shooks or ready prepared materials;

(12) repairing trays, crates or boxes by hand;

(13) binding, wiring or strapping boxes or other containers;

(14) stencilling or marking (but not addressing by hand) cans, boxes, bags, cartons or other containers or affixing ready addressed labels or plates to cans, boxes, bags, cartons, drums or other packages;

(15) gardening work (planting, digging, raking, mowing, spreading, mixing, watering); sweeping roads or paths;

(16) herding, driving, feeding or tending animals;

(17) unpacking or opening up corrugated fibre board or similar containers by hand;

(18) folding containers or paper;

(19) inserting liners, discs or rings into lids and/or tins or other containers by hand;

- (20) artikels van dieselfde grootte en getal verpak in houers wat spesiaal gemaak is om sodanige artikels te bevat;
- (21) gebuigde fiense van kanne reguit maak;
- (22) etikette met die hand op blikke of houers aanbring;
- (23) blikke, vate, sakke, bottels of ander houers met die hand vul of leegmaak;
- (24) krane of kleppe oop- of toemaak onder die toesig van 'n werknemer van 'n hoër graad;
- (25) massameetwerk doen op 'n massameter wat vooraf gestel is;
- (26) afdrukke met 'n rubberstempel aanbring;
- (27) 'n handhystoestel bedien;
- (28) uitskep;
- (29) dromme en/of pype met stoom verhit;
- (30) 'n kaasvat met die hand roer;
- (31) 'n bottervorm-en-verpakkingsmasjien voer en/of leegmaak;
- (32) kaas met doek toedraai;
- (33) kaas met was bedek;
- (34) cheddarwrongel maak;

"masjienfaktotum" 'n werknemer wat beskik oor praktiese kennis van uitrusting en masjinerie in botter- en kaasfabrieke en wat in diens geneem is om te help met die oprigting, installering, bediening, onderhoud en herstel van sodanige uitrusting en masjinerie in 'n bedryfsinrigting;

"massa-aantekenaar" 'n werknemer, uitgesonderd 'n klerk, wat daarvoor verantwoordelik is om room en/of melk te massameet en sodanige massa op melk- en roomkaartjies aan te teken en omvat dit die massameet van klaargesnyde kaas op 'n handbediende massameter;

"motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig, uitgesonderd 'n motorkar, dryf, wat melk en/of room by produsente gaan haal en van wie vereis kan word om verantwoordelikheid te aanvaar vir die laai en aflaai van die voertuig, vir die byhou van die registers wat nodig is, vir die verrigting van lopende herstelwerk aan die voertuig wat aan sy sorg toevertrou is, en vir al die ander dienste wat in verband staan met die gewone gebruik en onderhoud van die voertuig;

"oortydwerk" 'n tydperk waarin 'n werknemer langer vir sy werkgever werk as die gewone ure soos in klousule 6 van hierdie Ooreenkoms voorgeskryf;

"deeltydse klerk" 'n werknemer wat enigen van of al die pligte van 'n klerk, soos omskryf, verrig maar wat altesaam hoogstens vier uur per dag of 24 uur per week werk;

"voorgeskrewe of erkende kursus" dié kursus(se) wat die Raad vasstel;

"gekwalifiseerde werknemer" met betrekking tot die klasse werknemers wat in die volgende tabel genoem word, 'n werknemer wat in besit is van die sertifikaat/sertifikate wat teenoor sodanige klas gemeld word en wat uitgereik is kragtens die Wet op die Suiwelnywerheid, 1961 (Wet 30 van 1961), die Wysigingswet op die Suiwelnywerheid, 1965 (Wet 34 van 1965), en/of deur die Nasionale Nywerheidsraad vir die Suiwelnywerheid, na gelang van die geval:

Klas werknemer	Sertifikaat / Sertifikate	Uitgereik deur
(1) Fabrieksassistent graad II (toetsers)	Sertifikaat om melk en/of room te toets	Departement van Landbou- ekonomie en -bemarking
(2) Fabrieksassistent graad III (gradeerders)	Sertifikaat om melk en/of room te gradeer	Departement van Landbou- ekonomie en -bemarking
(3) Fabrieksassistent graad IV (bottermakers en/of kaasmakers)	Sertifikaat van Bekwaamheid in Botter- en/of Kaasmakery	Departement van Landbou- ekonomie en -bemarking
(4) Gediplomeerde bottermaker	Sertifikaat van Bekwaamheid in Bottermakery	Departement van Landbou- ekonomie en -bemarking
	Sertifikaat van Bekwaamheid in Bottermakery	Die Raad
(5) Gediplomeerde kaas- maker	Sertifikaat van Bekwaamheid in Kaasmakery	Departement van Landbou- ekonomie en -bemarking
	Sertifikaat in Gevorderde Kaasmakery	Die Raad;

- (20) packing articles of a uniform size and number into containers specially made to contain such articles;
- (21) straightening bent flanges of cans;
- (22) fixing labels by hand to tins or containers;
- (23) filling or emptying tins, casks, bags, bottles or other containers by hand;
- (24) opening or closing cocks or valves (under supervision of an employee of a higher grade);
- (25) mass-measuring to a set massmeter;
- (26) rubber stamping;
- (27) operating a hand hoist;
- (28) ladling;
- (29) steam heating drums and/or pipes;
- (30) stirring a cheese vat by hand;
- (31) feeding and/or emptying a butter packaging machine;
- (32) dressing of cheese;
- (33) waxing of cheese;
- (34) cheddaring of curd;

"machine handyman" means an employee who has some practical knowledge of plant and machinery in butter and cheese factories and is employed to assist in the erection, installation, operation, maintenance and repairs of such plant and machinery in an establishment;

"mass recorder" means an employee, other than a clerical employee, who is responsible for the mass-measuring of cream and/or milk and the recording of such mass on milk and cream dockets and shall include the mass-measuring of pre-cut cheese on a manual massmeter;

"motor vehicle driver" means an employee who is engaged in driving a motor vehicle, other than a motor-car, who collects milk and/or cream from producers and who may be required to be responsible for the loading and unloading of the vehicle, for the keeping of such records as may be required, for the making of running repairs to the vehicle in his charge, and all such other services incidental to the normal running of the vehicle;

"overtime" means any period during which an employee works for his employer which is in excess of the ordinary hours laid down in clause 6 of this Agreement;

"part-time clerical employee" means an employee who performs all or any of the duties of a clerical employee as defined, but who in the aggregate does not work more than four hours per day of 24 hours per week;

"prescribed or recognised course" means such course(s) as may be determined by the Council;

"qualified employee" means, in relation to employees of the classes mentioned in the following table, an employee who holds the certificate(s) specified opposite such class, issued in terms of the Dairy Industry Act, 1961 (Act 30 of 1961), the Dairy Industry Amendment Act, 1965 (Act 34 of 1965), and/or by the National Industrial Council for the Dairy Industry, as the case may be:

Class of employee	Certificate(s)	Issued by
(1) Factory assistant grade II (Testers)	Certificate to test milk and/or cream	Department of Agricultural Economics and Marketing
(2) Factory assistant grade III (Graders)	Certificate to grade milk and/or cream	Department of Agricultural Economics and Marketing
(3) Factory assistant grade IV (butter-makers and/or cheesemakers)	Certificate of Proficiency in Buttermaking and/or Cheesemaking	Department of Agricultural Economics and Marketing
(4) Certificated butter-maker	Certificate of Proficiency in Buttermaking	Department of Agricultural Economics and Marketing
	Certificate of Proficiency in Buttermaking	The Council
(5) Certificated cheese-maker	Certificate of Proficiency in Cheesemaking	Department of Agricultural Economics and Marketing
	Certificate in Advanced Cheesemaking	The Council;

"besoldiging" alle betalings, in geld of *in natura* of in sowel geld as *in natura*, wat aan iemand gedoen word of verskuldig is as gevolg van sy indiensneming, en "besoldig" het 'n ooreenstemmende betekenis;

"korttyd" 'n tydelike vermindering van die getal werkure as gevolg van 'n bedryfslapte, 'n tekort aan grondstowwe of vervoer, wisselvalligheid van die weer of 'n algemene onklaar-raking van uitrusting en masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodtoestand;

"werkdagbestek" met betrekking tot 'n werknemer, die tydperk op 'n bepaalde dag, gereken vanaf die tyd waarop sodanige werknemer begin werk tot die tyd waarop hy op daardie dag ophou om te werk;

"loon" die besoldiging wat in klousule 4 (1) van hierdie Ooreenkoms vasgestel word en in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure in klousule 6 (1) hiervan vasgestel;

"wag" 'n werknemer wat persele of eiendom gedurende die dag of nag bewaak.

(2) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms, word hy geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

(3) *Gebiede*.—Vir die toepassing van hierdie Ooreenkoms het "gebied" die volgende betekenisse:

Gebied A

1. *In die Kaapprovinsie*.—Die landdrostdistrikte Die Kaap, Simonstad, Wynberg, Bellville en Port Elizabeth, en die munisipale gebied van Kimberley.

2. *In Transvaal*.—Die landdrostdistrikte Johannesburg, Germiston en Klerksdorp.

3. *In die Oranje-Vrystaat*.—Die landdrostdistrik Bloemfontein.

Gebied B

1. *In die Kaapprovinsie*.—Die munisipale gebiede van Stellenbosch, Queenstown en Vryburg en die landdrostdistrik Oudtshoorn.

2. *In die Oranje-Vrystaat*.—Die munisipale gebied van Bethlehem.

3. *In Natal*.—Die munisipale gebiede van Newcastle en Vryheid.

Gebied C

Alle ander gebiede in die Republiek wat nie onder Gebiede A of B, soos hierbo omskryf, genoem word nie.

4. BESOLDIGING

(1) Die minimum maandloon wat deur 'n werkgewer aan elke lid van ondervermelde klasse van sy werknemers betaal moet word, is soos hieronder uiteengesit:

Klas werknemer	Loon per maand	
	Nie-gematrikuleer	Gematrikuleer
	R	R
(a) Klerk:		
(i) Man—		
gedurende eerste jaar van Ooreenkoms.....	248,00	268,00
daarna.....	285,00	308,00
(ii) Vrou—		
gedurende eerste jaar van Ooreenkoms.....	219,00	248,00
daarna.....	252,00	285,00
(b) Fabrieksassistent graad I—		
gedurende eerste jaar van Ooreenkoms.....	273,00	300,00
daarna.....	327,00	360,00
(c) Fabrieksassistent graad II—		
gedurende eerste jaar van Ooreenkoms.....	333,00	363,00
daarna.....	399,00	435,00
(d) Fabrieksassistent graad III—		
gedurende eerste jaar van Ooreenkoms.....	407,00	438,00
daarna.....	488,00	525,00
(e) Fabrieksassistent graad IV—		
gedurende eerste jaar van Ooreenkoms.....	488,00	532,00
daarna.....	585,00	638,00

"remuneration" means any payments in money or in kind or both in money and in kind made or owing to any person which arises in any manner whatsoever out of employment; and "remunerate" has a corresponding meaning;

"short-time" means a temporary reduction in the number of hours of work due to slackness of trade, shortage of raw material or transport, vagaries of the weather or a general breakdown of plant and machinery caused by accident or other unforeseen emergency;

"spreadover" in relation to any employee means the period in any one day reckoned from the time when such employee begins work to the time when he ceases work for that day;

"wage" means the remuneration laid down in clause 4 (1) of this Agreement payable in money to an employee in respect of the ordinary hours of work laid down in clause 6 (1) hereof;

"watchman" means an employee who is engaged in guarding premises or property during the day or night.

(2) In classifying an employee for the purpose of this Agreement he shall be deemed to be in that class in which he is wholly or mainly engaged.

(3) *Areas*.—For the purpose of this Agreement, "area" shall mean:

Area A

1. *In the Cape Province*.—The Magisterial Districts of The Cape, Simonstown, Wynberg, Bellville and Port Elizabeth and the municipal area of Kimberley.

2. *In the Transvaal*.—The Magisterial Districts of Johannesburg, Germiston and Klerksdorp.

3. *In the Orange Free State*.—The Magisterial District of Bloemfontein.

Area B

1. *In the Cape Province*.—The municipal areas of Stellenbosch, Queenstown and Vryburg and the Magisterial District of Oudtshoorn.

2. *In the Orange Free State*.—The municipal area of Bethlehem.

3. *In Natal*.—The municipal areas of Newcastle and Vryheid.

Area C

All other areas in the Republic not mentioned in Areas A or B as defined above.

4. REMUNERATION

(1) The minimum monthly wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be at the rate as set out hereunder:

Class of employee	Wage per month	
	Not matriculated	Matriculated
	R	R
(a) Clerical employee:		
(i) Male—		
during first year of operation of Agreement.....	248,00	268,00
thereafter.....	285,00	308,00
(ii) Female—		
during first year of operation of Agreement.....	219,00	248,00
thereafter.....	252,00	285,00
(b) Factory assistant, Grade I—		
during first year of operation of Agreement.....	273,00	300,00
thereafter.....	327,00	360,00
(c) Factory assistant, Grade II—		
during first year of operation of Agreement.....	333,00	363,00
thereafter.....	399,00	435,00
(d) Factory assistant, Grade III—		
during first year of operation of Agreement.....	407,00	438,00
thereafter.....	488,00	525,00
(e) Factory assistant, Grade IV—		
during first year of operation of Agreement.....	488,00	532,00
thereafter.....	585,00	638,00

	Loon per maand	
	Gedurende eerste jaar van Ooreenkoms	Daarna
	R	R
(f) Gediplomeerde bottermaker.....	638,00	766,00
(g) Gediplomeerde kaasmaker.....	638,00	766,00
(h) Fabrieksingenieur.....	638,00	766,00
(i) Masjienfaktotum.....	319,00	367,00
(j) Massa-aantekenaar.....	160,00	184,00
(k) Deeltydse klerk.....	120,00	138,00
(l) Motorvoertuigdrywer in diens in—		
Gebied A.....	203,00	243,00
Gebied B.....	176,00	202,00
Gebied C.....	152,00	175,00
(m) Fabrieksvervoerdrywer in diens in—		
Gebied A.....	173,00	207,00
Gebied B.....	100,00	115,00
Gebied C.....	88,00	101,00
(n) Algemene werker in diens in—		
Gebied A.....	162,00	194,00
Gebied B.....	92,00	106,00
Gebied C.....	80,00	92,00
(o) Arbeider in diens in—		
(i) (aa) die landdrosdistrikte Die Kaap, Simonstad, Wynberg en Bellville:		
Man.....	150,00	180,00
Vrou.....	120,00	144,00
(ab) Die landdrosdistrikte Johannesburg en Port Elizabeth:		
Man.....	135,00	162,00
Vrou.....	109,00	131,00
(ac) Elders in Gebied A:		
Man.....	124,00	149,00
Vrou.....	100,00	120,00
(ii) Gebied B:		
Man.....	91,00	105,00
Vrou.....	73,00	84,00
(iii) Gebied C:		
Man.....	72,00	83,00
Vrou.....	59,00	68,00
(p) Ketelbediener in diens in—		
Gebied A.....	169,00	203,00
Gebied B.....	100,00	115,00
Gebied C.....	83,00	95,00
(q) Wag in diens in—		
Gebied A.....	169,00	203,00
Gebied B.....	100,00	115,00
Gebied C.....	83,00	95,00
(r) Werknemers nie elders vermeld nie in diens in—		
Gebied A.....	162,00	194,00
Gebied B.....	92,00	106,00
Gebied C.....	80,00	92,00

(s) Los werknemer, vir elke dag of gedeelte van 'n dag diens, een dertigste van die maandloon voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word.

(2) *Week-, dag- of uurloon.*—Vir die toepassing van hierdie Ooreenkoms—

(a) word die weekloon van 'n werknemer, uitgesonderd 'n los werknemer, bereken deur sy maandloon deur vier en 'n derde te deel;

(b) word die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, bereken deur sy weekloon deur ses te deel; en

(c) is die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, sy weekloon gedeel deur die getal weeklikse gewone werkure wat in klousule 6 (1) (a) en (b) vir so 'n werknemer voorgeskryf word.

(3) *Bestaande lone mag nie verlaag word nie.*—Niks in hierdie Ooreenkoms vervat, mag die uitwerking hê dat dit die loon verlaag wat aan 'n werknemer betaal is of waarop hy te eniger tyd voor of op die datum van inwerkingtreding van hierdie Ooreenkoms geregtig was nie.

	Wage per month	
	During first year of operation of Agreement	Thereafter
	R	R
(f) Certificated buttermaker.....	638,00	766,00
(g) Certificated cheesemaker.....	638,00	766,00
(h) Factory engineer.....	638,00	766,00
(i) Machine handyman.....	319,00	367,00
(j) Mass recorder.....	160,00	184,00
(k) Part-time clerical employee.....	120,00	138,00
(l) Motor vehicle driver engaged in—		
Area A.....	203,00	243,00
Area B.....	176,00	202,00
Area C.....	152,00	175,00
(m) Factory transport driver engaged in—		
Area A.....	173,00	207,00
Area B.....	100,00	115,00
Area C.....	88,00	101,00
(n) General worker engaged in—		
Area A.....	162,00	194,00
Area B.....	92,00	106,00
Area C.....	80,00	92,00
(o) Labourer engaged in—		
(i) (aa) the Magisterial Districts of The Cape, Simonstown, Wynberg and Bellville:		
Male.....	150,00	180,00
Female.....	120,00	144,00
(ab) the Magisterial Districts of Johannesburg and Port Elizabeth:		
Male.....	135,00	162,00
Female.....	109,00	131,00
(ac) elsewhere in Area A:		
Male.....	124,00	149,00
Female.....	100,00	120,00
(ii) Area B:		
Male.....	91,00	105,00
Female.....	73,00	84,00
(iii) Area C:		
Male.....	72,00	83,00
Female.....	59,00	68,00
(p) Boiler attendant engaged in—		
Area A.....	169,00	203,00
Area B.....	100,00	115,00
Area C.....	83,00	95,00
(q) Watchman engaged in—		
Area A.....	169,00	203,00
Area B.....	100,00	115,00
Area C.....	83,00	95,00
(r) Employees not elsewhere specified engaged in—		
Area A.....	162,00	194,00
Area B.....	92,00	106,00
Area C.....	80,00	92,00

(s) Casual employee, for each day or part of a day of employment, one thirtieth of the monthly wage prescribed for an employee performing the same class of work as the casual employee is required to perform.

(2) *Weekly, daily or hourly wage.*—For the purposes of this Agreement—

(a) the weekly wage of an employee, other than a casual employee, shall be calculated by dividing his monthly wage by four and one third;

(b) the daily wage of an employee, other than a casual employee, shall be calculated by dividing his weekly wage by six; and

(c) the hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the weekly ordinary hours of work prescribed for such an employee in clause 6 (1) (a) and (b).

(3) *Existing wages not to be reduced.*—Nothing in this Agreement shall operate to reduce the wage which was being paid to or to which an employee was entitled at any time prior to or at the date of commencement of this Agreement.

(4) *Differensiële loon.*—Indien daar van 'n werknemer van een klas vereis word om op enige bepaalde dag meer as altesaam twee uur gedurende sodanige dag werk te verrig van 'n ander klas waarvoor 'n hoër loon betaalbaar is, moet hy vir daardie dag teen die hoër loon betaal word.

5. BETALING VAN BESOLDIGING

(1) *Besoldiging maandeliks of weekliks betaalbaar.*—Die besoldiging van werknemers word maandeliks of weekliks verskuldig en moet maandeliks of weekliks, soos die werkgewer verkies of soos hy en sy werknemer onderling ooreenkom, betaal word: Met dien verstande dat 'n los werknemer of 'n werknemer wie se dienste voor die gewone betaaldag beëindig word, sy besoldiging moet ontvang by die beëindiging van sy dienste.

(2) *Premies.*—'n Werkgewer mag nie regstreeks of onregstreeks betaling ten opsigte van die indiensneming of opleiding van 'n werknemer ontvang of aanneem nie: Met dien verstande dat hierdie subklousule nie van toepassing is ten opsigte van 'n opleidingskema waartoe die werkgewer regtens moet bydra nie.

(3) *Aankoop van goedere.*—'n Werkgewer mag nie van 'n werknemer vereis om goedere van hom of van 'n winkel of persoon deur hom aangewys, te koop nie.

(4) *Kos en inwoning.*—Behoudens andersluidende bepalinge in hierdie Ooreenkoms of in 'n wet, mag 'n werkgewer nie van 'n werknemer vereis om kos en/of inwoning van hom of van iemand of op 'n plek deur hom aangewys, aan te neem nie.

(5) *Boetes en aftrekkings.*—Geen bedrae hoegenaamd, uitgesonderd die volgende, mag van die bedrag wat aan 'n werknemer verskuldig is, afgetrek word nie en geen sodanige aftrekkings word toegelaat nie:

(a) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgewer, 'n bedrag wat eweredig is aan die tydperk van sy afwesigheid en wat bereken is op die grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure tydens sodanige afwesigheid ontvang het;

(b) met die skriftelike toestemming van die werknemer, bedrae vir 'n vakansie-, siekte-, mediese bystand-, versekerings-, voorsorg- of pensioenfonds;

(c) bydraes tot die fondse van die Raad ooreenkomstig klousule 15 van hierdie Ooreenkoms;

(d) 'n bedrag wat 'n werkgewer wettig of ingevolge 'n bevel van 'n bevoegde hof moet of mag betaal vir en namens 'n werknemer, met die spesifieke verstandhouding dat die gemeenregtelike beginsel van skuldvergelyking van toepassing is;

(e) enige bedrag wat ooreenkomstig subklousule (6) hiervan toegelaat of waaroor daar ooreengekom is;

(f) met die skriftelike toestemming van 'n werknemer, bydraes tot die fondse van die vakvereniging ooreenkomstig klousule 16 van hierdie Ooreenkoms;

(g) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgewer aan 'n munisipale raad of 'n ander plaaslike owerheid betaal het ten opsigte van 'n huis of akkommodasie in 'n hostel wat sodanige werknemer okkupeer in 'n lokasie of dorp vir Swartes wat onder die beheer van sodanige raad of ander plaaslike owerheid staan.

(6) *Aftrekkings vir woonplek en ander voordele.*—Wanneer 'n werknemer inwillig of wanneer daar ingevolge 'n wet van hom vereis word om enigeen van die voordele hieronder genoem, aan te neem, kan die volgende bedrae van sy besoldiging afgetrek word:

(i) vir huishuur, met die skriftelike toestemming van die werknemer, 'n maandelikse bedrag van hoogstens R50: Met dien verstande dat hierdie subparagraaf nie van toepassing is op werknemers in klousule 5 (5) (g) bedoel nie;

(ii) vir rantsoene soos melk, kaas en botter, 'n bedrag van hoogstens die bepaalde werkgewer se groothandelsverkoopprijs van die items gelewer; en

(iii) vir brandstof, 'n bedrag van hoogstens die kosprys daarvan vir die werkgewer.

6. WERKURE EN OORTYDWERK

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer is hoogstens—

(a) in die geval van 'n deeltydse klerk—

(i) 24 uur in 'n week van hoogstens ses dae; en

(ii) vier uur op 'n dag;

(4) *Differential wage.*—Where an employee of one class is required to perform work of another class for which a higher rate is payable during any day for more than two hours in the aggregate during such day, he shall be paid at the higher rate for that day.

5. PAYMENT OF REMUNERATION

(1) *Remuneration payable monthly or weekly.*—The remuneration of employees shall become due and be paid monthly or weekly, as the employer may elect, or as may be mutually agreed upon between him and his employee: Provided that a casual employee or an employee whose services have been terminated before the usual pay-day, shall be paid his remuneration on termination of his services.

(2) *Premiums.*—No payment shall be made to or accepted by an employer either directly or indirectly in respect of employment or training of an employee: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(3) *Purchase of goods.*—An employer shall not require any employee to purchase any goods from him or from any shop or person nominated by him.

(4) *Board and lodging.*—Save as otherwise provided in this Agreement or as provided in any law, an employer shall not require any employee to board and/or lodge with him or with any person or at any place nominated by him.

(5) *Fines and deductions.*—No deductions of any description other than the following shall be made or allowed from the amount due to an employee:

(a) Except where otherwise provided in this Agreement, whenever an employee is absent from work, otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;

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

(c) contributions to the funds of the Council, in terms of clause 15 of this Agreement;

(d) any amount which an employer, legally or by order of any competent court, is required or permitted to pay for and on behalf of an employee with the specific understanding that the common law principle of set-off will apply;

(e) any amount permitted or agreed to in terms of subclause (6) hereof;

(f) with the written consent of an employee, deductions for subscriptions to the funds of the trade union in terms of clause 16 of this Agreement;

(g) with the written consent of an employee, the deduction of any amount which an employer has paid to any municipal council or other local authority in respect of any house or accommodation in any hostel occupied by such employee in any location or a village for Blacks under the control of such council or other local authority.

(6) *Deductions for quarters and other benefits.*—Whenever an employee agrees or is legally required to accept any of the benefits herein referred to the following deductions may be made from his remuneration:

(i) for house rent, with the written consent of an employee, a monthly deduction not exceeding R50: Provided that this subparagraph shall not apply to employees referred to in clause 5 (5) (g);

(ii) for rations such as milk, cheese and butter, a deduction not exceeding the wholesale selling price of the particular employer for the items supplied; and

(iii) for fuel, a deduction not exceeding the cost price thereof to the employer.

6. HOURS OF WORK AND OVERTIME

(1) *Ordinary hours of work.*—The ordinary hours of work of an employee shall not exceed—

(a) in the case of a part-time clerical employee—

(i) 24 hours in any week of not more than six days; and

(ii) four hours in any day;

(b) in die geval van alle ander werknemers, uitgesonderd los werknemers—

- (i) 46 uur in 'n week van hoogstens ses dae; en
- (ii) agt uur op 'n dag;

(c) in die geval van 'n los werknemer, agt uur op 'n dag.

(2) *Werkdagbestek*.—Die werkdagbestek vir een bepaalde dag mag nie oor meer as 12 uur strek nie.

(3) *Etenspouses*.—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie. Alle etenspouses moet in die werkdagbestek ingesluit word maar nie geag word deel van die gewone werkure of van oortyd uit te maak nie: Met dien verstande dat—

(a) werktydperke wat onderbreek word deur 'n pouse van minder as een uur geag word aaneenlopend te wees;

(b) so 'n pouse nie toegestaan hoef te word nie aan—

- (i) 'n ketelbediener; en
- (ii) 'n werknemer wat gemoeid is met die ontvangs of proesering van melk en/of room—prosesse wat nie redelikerwys onderbreek kan word nie—gedurende sy gewone werkure op 'n bepaalde dag indien hy die geleentheid gebied word om gedurende sy gewone werkure 'n maaltyd te nuttig terwyl hy op sy pos is.

(4) *Ruspouses*.—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd 'n motorvoertuigdrywer, 'n ruspouse van minstens 10 minute toestaan so na as moontlik aan—

(a) die middel van elke eerste werktydperk van 'n dag; en

(b) die middel van elke tweede werktydperk van 'n dag;

en gedurende sodanige ruspouses mag 'n werknemer nie aangesê of toegelaat word om enige werk te verrig nie, en sodanige pouse word geag deel uit te maak van die gewone werkure.

(5) *Werkure moet aaneenlopend wees*.—Behoudens subklousules (3) en (4) hiervan, moet alle werkure aaneenlopend wees.

(6) *Oortydwerk*.—Alle tyd wat 'n werknemer langer werk as die getal werkure voorgeskryf in subklousule (1) ten opsigte van 'n dag of 'n week, word geag oortyd te wees.

(7) *Beperking van oortydwerk*.—'n Werkgewer mag 'n werknemer nie aansê of toelaat om meer as—

(a) 10 uur in 'n week; of

(b) twee uur op 'n dag;

oortyd te werk nie.

(8) *Vroulike werknemers*.—Geen werkgewer mag 'n vroulike werknemer aansê of toelaat om soos volg te werk nie:

- (a) Tussen 18h00 en 06h00;
- (b) na 13h00, op meer as vyf dae in 'n week;
- (c) meer as twee uur oortyd op 'n dag op meer as drie agtereenvolgende dae;
- (d) oortyd op meer as 60 dae in 'n jaar;
- (e) langer as een uur op 'n dag oortyd na voltooiing van haar gewone werkure, tensy hy—

(i) sodanige werknemer voor 12h00 daarvan in kennis gestel het; of

(ii) sodanige werknemer van 'n toereikende ete voorsien het voordat daar met die oortydwerk begin word;

(iii) sodanige werknemer 20 sent betyds betaal het om haar in staat te stel om 'n ete te verkry voordat sy met sodanige oortydwerk moet begin.

(9) *Betaling vir oortydwerk*.—'n Werknemer moet vir oortyd wat hy gewerk het, betaal word teen minstens een en 'n derde maal sy uurloon: Met dien verstande dat—

(i) as die oortydwerk in 'n bepaalde week bereken op 'n daaglikse grondslag verskil van dié bereken op 'n weeklikse grondslag, die grondslag wat die grootste hoeveelheid oortydwerk vir die week lewer, aanvaar moet word;

(ii) die totale hoeveelheid oortydwerk wat 'n werknemer gedurende sy werkjaar se boekjaar gewerk het, afgetrek moet word van so 'n werknemer se korttyd gedurende dieselfde tydperk, sodat slegs die netto oortyd wat gedurende die jaar gewerk is (d.w.s. wat meer is as die 46 uur per week gewerk), in aanmerking kom vir vergoeding teen minstens een en 'n derde maal sy gewone besoldiging;

(iii) die betaling vir oortyd wat 'n werknemer gewerk het, min korttyd ingevolge (ii) hiervan, verskuldig is en betaal moet word binne drie maande na die sluiting van die werk-

(b) in the case of all other employees, excluding a casual employee—

- (i) 46 hours in any week of not more than six days; and
- (ii) eight hours in any day;

(c) in the case of a casual employee, eight hours in any day.

(2) *Spreadover*.—The spreadover for any one day shall not exceed 12 hours.

(3) *Meal intervals*.—No employer shall require or permit an employee to work longer than five hours continuously without a meal interval of at least one hour: All meal intervals shall be included in the spreadover but shall not be deemed to be part of the ordinary hours of work or overtime: Provided that—

(a) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous;

(b) such interval need not be granted to—

- (i) a boiler attendant; and
- (ii) an employee engaged in the receiving or processing of milk and/or cream, which process cannot reasonably be interrupted, during his ordinary hours of work on any day if he is given the opportunity during his ordinary hours of work of having a meal while at his post.

(4) *Rest intervals*.—An employer shall grant to each of his employees, other than a motor vehicle driver, a rest interval of not less than 10 minutes at as nearly as practicable—

(a) in the middle of each first work period in a day; and

(b) in the middle of each second work period in a day;

and during such rest intervals an employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work.

(5) *Hours of work to be consecutive*.—Save as provided in subclauses (3) and (4) hereof, all hours of work shall be consecutive.

(6) *Overtime*.—All time worked by an employee in excess of the number of hours prescribed in subclause (1) in respect of a day or a week shall be deemed to be overtime.

(7) *Limitation of overtime*.—No employer shall require or permit an employee to work overtime for more than—

(a) 10 hours in any week; or

(b) two hours in any day.

(8) *Female employees*.—No employer shall require or permit a female employee—

(a) to work between 18h00 and 06h00;

(b) to work after 13h00 on more than five days in any week;

(c) to work overtime for more than two hours on any day on more than three consecutive days;

(d) to work overtime on more than 60 days in any year;

(e) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

(i) before 12h00 given notice thereof to such employee; or

(ii) provided such an employee with an adequate meal before the commencement of such overtime;

(iii) paid to such employee 20c in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(9) *Payment for overtime*.—An employee shall be paid in respect of overtime worked by him at a rate of not less than one and one-third times his hourly wage: Provided that—

(i) where in any one week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during the week shall be adopted;

(ii) the total amount of overtime worked by an employee during the employer's financial year shall be offset against the short-time of such employee during the same period, so that only the net overtime worked over the year (i.e. in excess of an average of 46 hours per week worked) will be liable for compensation at a rate of not less than one and one-third times his ordinary remuneration;

(iii) the payment for overtime worked by an employee, less any short-time as per (ii) hereof, shall become due and be paid within three months after the close of the employer's financial year during which such overtime was

gewer se boekjaar waarin dié oortyd gewerk is, of op sodanige tyd as waaroor die werkgewer en die betrokke werknemer onderling ooreenkom: Met dien verstande dat—

(aa) daar geen bedrag van die werknemer se gewone loon afgetrek mag word as sy korttyd meer is as die oortyd wat hy gedurende dieselfde tydperk gewerk het nie; en

(ab) in die geval van 'n los werknemer of 'n werknemer wie se diens beëindig word, betaling vir die netto oortyd wat hy gewerk het by sy diensbeëindiging moet geskied;

(iv) aan 'n werknemer wie se oortydwerk van sy korttyd afgetrek word, minstens die verlot in klousule 7 (1) (b) voorgeskryf, toegestaan moet word.

(10) *Voorbehoudsbepalings*.—(a) Subklousules (3), (4), (5) en (7) van hierdie klousule is nie van toepassing op 'n werknemer wat werk verrig wat noodsaaklik geword het weens onklaarraking van uitrusting of masjinerie of 'n ander onvoorziene noodtoestand nie.

(b) Subklousule (6) is nie van toepassing op motorvoertuig-drywers nie, tensy van hulle, nadat hulle hul gewone pligte vervul het, vereis word om ander fabriekswerk te verrig en hul totale werkure meer is as agt uur per dag.

(c) Hierdie klousule is nie van toepassing op 'n wag wie se werkgewer hom 'n vry periode van 24 agtereenvolgende ure ten opsigte van elke week diens toestaan nie: Met dien verstande dat—

(i) hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;

(ii) 'n werkgewer, in plaas daarvan dat hy sodanige vry periode aan sy wag toestaan, sodanige wag dié loon kan betaal wat hy sou ontvang het indien hy nie gedurende sodanige periode gewerk het nie, plus 'n bedrag van minstens dubbel sy dagloon ten opsigte van sodanige vry periode wat nie toegestaan is nie.

7. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooië tydperk van 12 maande diens by hom die volgende verlot toestaan:

(a) 18 werkdade of 21 agtereenvolgende kalenderdade verlot ten opsigte van elke voltooië 12 maande diens; en

(b) in die geval van 'n wag en elke ander werknemer wie se oortyd ooreenkomstig die tweede voorbehoudsbepaling van klousule 6 (9) afgetrek word van sy korttyd, 26 werkdade of 30 agtereenvolgende kalenderdade verlot ten opsigte van elke voltooië 12 maande diens;

teen die loon wat die werknemer ontvang het onmiddellik voordat hy met verlot gegaan het.

(2) Die verlot in subklousule (1) bedoel, moet toegestaan word op 'n tyd wat die werkgewer bepaal: Met dien verstande dat—

(i) as sodanige verlot nie vroeër toegestaan is nie, dit so toegestaan word dat dit begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het, of dat, indien die werkgewer en sy werknemer skriftelik daartoe ooreengekom het, die tydperk waarin sodanige verlot toegestaan moet word, verleng kan word tot 'n tydperk van hoogstens ses maande vanaf die voltooiing van die 12 maande diens waarop die verlot betrekking het;

(ii) sodanige verloftydperk nie mag saamval met 'n tydperk van 'n werknemer se diensopseggingstermyn ingevolge klousule 13 (1) of van siekteverlot wat toegestaan is ingevolge klousule 8 of wanneer hy militêre diens ingevolge die Verdedigingswet, 1957, moet ondergaan nie, tensy die werknemer skriftelik daarom vra en die werkgewer skriftelik daartoe instem;

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag, Kersdag of Republiekdag binne sodanige verloftydperk val, nog 'n dag in plaas van iedere sodanige dag by genoemde tydperk gevoeg moet word as 'n verdere verloftydperk met volle besoldiging;

(iv) 'n werkgewer enige dag geleentheidsverlot wat op die skriftelike versoek van sy werkgewer gedurende die jaar diens waarop die tydperk van jaarlikse verlot betrekking het, met volle betaling aan sodanige werknemer toegestaan is, van sodanige verloftydperk kan aftrek;

(v) 'n werknemer met sy werkgewer se toestemming ses werkdade of sewe agtereenvolgende kalenderdade verlot per jaar kan laat oploop tot hoogstens drie maande: Met dien verstande dat die kontantbetaling in plaas van die opgelope verlot uitsluitlik by die betrokke werkgewer berus, behalwe in die geval van diensbeëindiging.

worked, or at such time as may be mutually agreed upon between the employer and the employee concerned: Provided that—

(aa) there shall be no deductions from an employee's ordinary wage if his short-time should exceed the overtime worked by him during the same period; and

(ab) in the case of a casual employee or an employee whose services are terminated, payment for the net overtime worked shall be made on the termination of his services;

(iv) an employee whose overtime is offset against his short-time, shall be granted not less than the leave prescribed in clause 7 (1) (b).

(10) *Savings*.—(a) The provisions of subclauses (3), (4), (5) and (7) of this clause shall not apply to an employee engaged on work necessitated by a breakdown of plant or machinery or other unforeseen emergency.

(b) The provisions of subclause (6) shall not apply to motor vehicle drivers, unless after completing their normal duties, they are required to perform other factory work and their total hours of work exceed eight hours per day.

(c) The provisions of this clause shall not apply to a watchman whose employer grants him a free period of 24 consecutive hours in respect of every week of employment: Provided that—

(i) he makes no deduction from his watchman's wage in respect thereof;

(ii) an employer may, in lieu of granting his watchman any such free period, pay such watchman the wage which he would have received if he had not worked during such period, plus an amount of not less than double his daily wage in respect of such period not granted.

7. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months' employment with him—

(a) 18 working days' or 21 consecutive calendar days' leave in respect of each completed 12 months' employment; and

(b) in the case of a watchman and every other employee whose overtime is offset against short-time in accordance with the second proviso contained in clause 6 (9), 26 working days' or 30 consecutive calendar days' leave in respect of each completed period of 12 months' employment;

at the rate of pay the employee was receiving immediately prior to proceeding on leave.

(2) The leave referred to in subclause (1) shall be granted at a time to be fixed by the employer: Provided that—

(i) if such leave has not been granted earlier it shall be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and his employee have agreed thereto in writing, the period within which such leave must be granted may be increased to a period not exceeding six months reckoned from the completion of the 12 months of employment to which the leave relates;

(ii) the period of such leave shall not be concurrent with any period during which an employee is under notice of termination of service in terms of clause 13 (1) or with sick leave granted in terms of clause 8 or with any period during which an employee is required to undergo military service, under the Defence Act, 1957, unless the employee so requests, and the employer so agrees, in writing;

(iii) if New Year's Day, Good Friday, Ascension Day, Day of the Vow, Christmas Day or Republic Day falls within the period of such leave, another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay;

(iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request, made in writing during the year of employment to which the period of annual leave relates;

(v) an employee may, with the consent of his employer, accumulate six working days' or seven consecutive calendar days' leave per annum to a maximum of three months, on the understanding that the cash payment in lieu of accumulated leave, other than on the termination of employment, is at the sole discretion of the employer concerned.

(3) *Verlofbesoldiging*.—Die besoldiging ten opsigte van jaarlikse verlof, soos in subklousule (1) bedoel, moet voor of op die laaste werkdag voor die aanvangsdatum van sodanige verlof betaal word en moet aile toelaes insluit wat gewoonlik aan 'n werkgewer betaal word.

(4) 'n Werknemer wie se dienskontrak gedurende die eerste of 'n daaropvolgende jaar diens by dieselfde werkgewer eindig voordat die tydperk van verlof, soos in subklousule (1) bedoel, opgehoop het, moet, behoudens die vierde voorbehoudsbepaling van subklousule (2), by sodanige diensbeëindiging vir sodanige verlof betaal word ten opsigte van elke voltooië maand van sodanige diens tydperk van minder as een jaar, en die betaling moet minstens sy besoldiging wees vir die getal dae hieronder gespesifiseer:

	<i>Getal dae wat vir elke voltooië maand diens toegestaan word</i>
(a) Alle werknemers wie se oortyd nie ingevolge klousule 6 (9) afgetrek word nie.....	1,5 dae
(b) Wagte en/of werknemers wie se oortyd wel ingevolge klousule 6 (9) afgetrek word.....	2,17 dae

(5) 'n Werknemer wat ooreenkomstig subklousule (1) op 'n tydperk van verlof geregtig geword het en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by sodanige beëindiging ten opsigte van verlof die bedrag betaal word soos in subklousules (1) en (4) bedoel, en sodanige betaling moet geskied teen die skaal van besoldiging wat hy onmiddellik voor die datum van beëindiging van sy diens ontvang het:

Met dien verstande dat, behoudens klousule 13 (3), 'n werknemer wat—

(i) sy diens verlaat sonder dat hy die tydperk van kennis in klousule 13 (3) voorgeskryf, gegee en uitgedien het, tensy die werkgewer van sodanige kennisgewing afgesien of die werknemer die werkgewer in plaas van die kennisgewing betaal het; of

(ii) wat sy diens verlaat sonder 'n regsgeldige rede; of

(iii) wat sonder kennisgewing deur sy werkgewer ontslaan word om 'n rede wat as regsgeldig geag word vir sodanige ontslag sonder kennisgewing;

nie op betaling kragtens hierdie subklousule geregtig is nie.

(6) Vir die toepassing van hierdie klousule, beteken die uitdrukking "diens" 'n aaneenlopende tydperk diens by dieselfde werkgewer en word dit geag 'n tydperk of tydperke in te sluit waarin 'n werknemer—

(a) met verlof afwesig is ooreenkomstig subklousule (1);

(b) ingevolge die Verdedigingswet, 1957, militêre diens ondergaan: Met dien verstande dat 'n werknemer nie daarop geregtig is om meer as vier maande van sodanige militêre diens tydperk as diens te eis nie: Voorts met dien verstande dat enige besoldiging wat aan sodanige werknemer betaal word terwyl hy militêre diens verrig, geheel en al aan die goedgekenne van die betrokke werkgewer onderworpe is;

(c) ingevolge klousule 8 met siekteverlof afwesig is;

en word dit geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op verlof geregtig geword het kragtens enige wet, vanaf die datum waarop sodanige werknemer laas op sodanige verlof kragtens sodanige wet geregtig geword het;

(ii) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms in diens was en op wie 'n wet wat vir jaarlikse verlof voorsiening maak van toepassing was, maar wat nog nie ooreenkomstig sodanige wet op sodanige verlof geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;

(iii) in die geval van alle ander werknemers, vanaf die datum waarop sodanige werknemer by sy werkgewer in diens getree het of vanaf die datum waarop hierdie Ooreenkoms van krag word, naamlik die jongste datum.

8. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof soos volg toestaan:

(a) In die geval van 'n werknemer wat vyf dae in 'n week werk, minstens 30 werkdag; en

(b) in die geval van alle ander werknemers, altesaam minstens 36 werkdag;

(3) *Leave remuneration*.—The remuneration in respect of annual leave referred to in subclause (1) shall be paid not later than the last work-day before the date of commencement of such leave and shall include all allowances normally paid to an employee.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in subclause (1) has accrued shall, save as provided in the fourth proviso to subclause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year not less than his remuneration for the number of days specified hereunder:

	<i>Number of days allowed for each completed month of employment</i>
(a) All employees whose overtime is not offset in terms of clause 6 (9).....	1,5 days
(b) Watchmen and/or employees whose overtime is offset in terms of clause 6 (9).....	2,17 days

(5) An employee who has become entitled to a period of leave in terms of subclause (1) and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid in respect of leave the amount referred to in subclauses (1) and (4) and at the rate of the remuneration he has been receiving immediately before the date of termination of his employment:

Provided that, subject to clause 13 (3), an employee—

(i) who leaves his employment without having given and served the period of notice prescribed in clause 13 (1), unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

(ii) who leaves his employment without cause recognised by law as sufficient; or

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice;

shall not be entitled to any payment by virtue of this subclause.

(6) For the purposes of this clause, the expression "employment" shall mean a continuous period of service with the same employer and shall be deemed to include any period or periods during which an employee is—

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

(b) undergoing military service under the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such service: Provided further that any remuneration paid to any employee whilst undergoing military service shall be at the sole discretion of the employer concerned;

(c) absent on sick leave in terms of clause 8;

and shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;

(ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied, but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later.

8. SICK LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity—

(a) in the case of an employee who works a five-day week, not less than 30 work-days; and

(b) in the case of any other employee, not less than 36 work-days;

in elke siklus van 36 agtereenvolgende maande diens by hom, en sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie klousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het:

Met dien verstande dat—

(i) 'n werknemer in die eerste 36 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling as die volgende geregtig is nie:

(aa) In die geval van 'n werknemer wat vyf dae in 'n week werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens; en

(ab) in die geval van alle ander werknemers, een werkdag ten opsigte van elke voltooide maand diens;

(ii) wanneer 'n werknemer gedurende die eerste siklus van 36 maande diens by dieselfde werkgever weens ongeskiktheid afwesig is vir 'n langer tydperk as die siekteverlof wat opgeloopt het tot op die tydstip van sodanige ongeskiktheid, hy geregtig is op betaling slegs ten opsigte van dié verlof wat aldus opgeloopt het; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, hom ten tyde van die verstryking van genoemde dienssiklus of by diensbeëindiging voor sodanige verstryking ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid betaal vir sover sodanige verlof wat tot op die tydstip van sodanige verstryking of beëindiging opgeloopt het, nie geneem is nie.

(2) 'n Werkgever kan, as opskortende voorwaarde vir die betaling deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk—

(a) langer as drie agtereenvolgende kalenderdae; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Republiekdag;

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is, en waarop die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat indien 'n werknemer in die loop van 'n tydperk van hoogstens agt agtereenvolgende weke twee of meer keer betaling kragtens hierdie klousule ontvang het sonder dat hy so 'n sertifikaat ingedien het, sy werkgever gedurende die tydperk van agt agtereenvolgende weke onmiddellik na die jongste sodanige betaling van hom kan vereis om so 'n sertifikaat ten opsigte van afwesigheid in te dien.

(3) Vir die toepassing van hierdie klousule beteken die uitdrukking—

(a) "ongeskiktheid" onvermoë om te werk weens siekte of besering, uitgesonderd 'n besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor vergoeding ingevolge die Ongevalwet, 1941, betaalbaar is, geag word ongeskiktheid te wees slegs ten opsigte van 'n tydperk van onvermoë om te werk waarvoor geen bedrag vir ongeskiktheid ingevolge daardie Wet betaalbaar is nie;

(b) "diens" dieselfde as in klousule 7 (6).

9. OPENBARE VAKANSIEDAE EN SONDAE

(1) *Openbare vakansiedae.*—'n Werknemer, uitgesonderd 'n wag, is geregtig op verlof en moet verlof met volle besoldiging toegestaan word op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag en Republiekdag: Met dien verstande dat van hom op enige van hierdie dae vereis kan word om te werk.

(2) *Besoldiging vir werk op openbare vakansiedae.*—(a) Indien 'n werknemer, uitgesonderd 'n los werknemer of wag, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Republiekdag werk, moet sy werkgever hom ten opsigte van elke sodanige dag, benewens sy loon, die volgende betaal:

(i) Een kwart van die loon vir een dag as hy op daardie dag minder as twee uur werk; of

(ii) een dag se loon indien hy gedurende daardie dag twee uur of langer werk.

(b) Indien 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Republiekdag werk, moet sy werkgever hom vir elke sodanige dag minstens sy dagloon betaal plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, hierdie loon gedeel deur agt.

sick leave in the aggregate during each cycle of 36 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period:

Provided that—

(i) in the first 36 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than—

(aa) in the case of an employee who works a five-day week, one work-day in respect of each completed period of five weeks of employment; and

(ab) in the case of any other employee, one work-day in respect of each completed month of employment;

(ii) where, during the first cycle of 36 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry pay him in respect of such excess period of absence owing to incapacity to the extent to which such leave, accrued at such expiry or termination, has not been taken.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work—

(a) for a period covering more than three consecutive calendar days; or

(b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or New Year's Day, Good Friday, Ascension Day, Day of the Vow, Christmas Day or Republic Day;

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight consecutive weeks received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may during the period of eight consecutive weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

(3) For the purposes of this clause the expression—

(a) "incapacity" means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct: Provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act;

(b) "employment" shall have the same meaning as in clause 7 (6).

9. PUBLIC HOLIDAYS AND SUNDAYS

(1) *Public holidays.*—An employee, other than a watchman, shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, Day of the Vow, Christmas Day and Republic Day: Provided that he may be required to work on any such day.

(2) *Payment for work on public holidays.*—(a) Whenever an employee, other than a casual employee or watchman, works on New Year's Day, Good Friday, Ascension Day, Day of the Vow, Christmas Day or Republic Day, his employer shall pay him for each such day, in addition to his wage—

(i) one-quarter of one day's wage if he works for less than two hours during that day; or

(ii) one day's wage if he works for two hours or more during that day.

(b) Whenever a casual employee works on New Year's Day, Good Friday, Ascension Day, Day of the Vow, Christmas Day or Republic Day, his employer shall pay to him for each such day not less than his daily wage, plus in respect of each hour or part of an hour so worked, such wage divided by eight.

(3) *Sondae*.—Geen klerk, behalwe dié wat by die vervaardigingsproses betrokke is, mag sonder die vooraf toestemming van die Raad op Sondag werk nie. As 'n ander werknemer op 'n Sondag werk, moet die tyd aldus gewerk nie as oortydwerk beskou word nie en moet sy werkgever hom soos volg betaal:

(a) Minstens dubbel sy uurloon vir vier uur vir alle verrigte werk wat minder as vier uur geduur het;

(b) minstens dubbel sy uurloon vir die werklike getal ure langer as vier uur gewerk, met 'n minimum betaling van dubbel sy loon vir 'n gewone werkdag; of

(c) vir elke uur of gedeelte van 'n uur aldus gewerk, minstens een en een derde maal sy uurloon ten opsigte van die totale tydperk wat hy op sodanige Sondag gewerk het, en hom binne sewe dae vanaf sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal as sou hy op sodanige dag verlof sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

10. OORKLERE EN BESKERMENDE KLERE

'n Werkgever moet alle oorklere en/of beskermende klere wat hy van sy werknemer vereis om te dra, of wat hy by wet of by regulasie verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n goeie en sindelike toestand hou.

11. MINIMUM LEEFTYD EN KWALIFIKASIES VAN WERKNEMERS

(1) 'n Werkgever mag niemand onder die leeftyd van 16 jaar in diens neem nie.

(2) 'n Werkgever mag nie 'n ongekwalifiseerde persoon in diens neem in 'n hoedanigheid waarvoor 'n kwalifikasie voorgeskryf is nie tensy die goedkeuring van die Raad vooraf verkry is: Met dien verstande egter dat ingeval van 'n noodtoestand sodanige ongekwalifiseerde werknemer in sodanige hoedanigheid vir 'n totale tydperk van hoogstens ses weke in 'n tydperk van drie maande in diens geneem mag word teen die voorgeskrewe besoldiging van 'n gekwalifiseerde werknemer, en vir die toepassing hiervan word 'n noodtoestand geag alleen dan te bestaan wanneer geen gekwalifiseerde werknemer redelikerwys vir indiensneming deur sodanige werkgever beskikbaar is nie.

(3) 'n Werkgever moet 'n werknemer wat werk verrig waarvoor hy ooreenkomstig hierdie Ooreenkoms nie gekwalifiseer is nie of wat deur 'n ander klas werknemer verrig moet word, vir die hele dag waarop sodanige werk verrig word die besoldiging betaal wat hierin voorgeskryf word vir 'n werknemer wat gekwalifiseer is of die reg het om genoemde klas werk te verrig.

(4) Indien botter en kaas in dieselfde bedryfsinrigting vervaardig word, mag die betrekking van 'n fabrieksassistent graad IV (bottermaker en kaasmaker) nie deur dieselfde werknemer beklee word nie tensy die Raad vooraf goedkeuring daartoe verleen het.

12. DIENSSERTIFIKAAT

'n Werkgever moet by die beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n arbeider, sodanige werknemer voorsien van 'n dienssertifikaat waarop die volle name van die werkgever en die werknemer, die aard van die werk, die begin- en beëindigingsdatum van die kontrak en die besoldiging ten tyde van sodanige beëindiging vermeld moet word.

13. DIENSBEËINDIGING

(1) Indien 'n werkgever of 'n werknemer die dienskontrak wil beëindig, moet minstens een maand skriftelike kennis daarvan gegee word, gereken vanaf die gewone betaaldag van die betrokke bedryfsinrigting: Met dien verstande dat indien 'n werkgever of 'n werknemer die dienskontrak sonder die vereiste diensopsegging beëindig, die werkgever wat die kontrak beëindig een maand se besoldiging aan die werknemer moet betaal, en die werknemer wat die dienskontrak beëindig aan die werkgever een maand se besoldiging moet verbeur, in plaas van sodanige diensopsegging: Voorts met dien verstande dat 'n werkgever of 'n werknemer die reg het om die dienskontrak te beëindig met minstens—

(a) een week kennis in die geval van 'n arbeider of ander werknemer wie se loon weekliks betaal word; en

(b) 24 uur kennis in die geval van 'n werknemer wat minder as vier weke diens voltooi het;

en in so 'n geval word die betaling in plaas van diensopsegging en/of die verbeuring in plaas van diensopsegging na verhouding verminder.

(3) *Sundays*.—No clerical employee, other than those involved with the manufacturing process, may work on a Sunday without the prior approval of the Council. When any other employee works on a Sunday, the time so worked shall not be regarded as overtime and his employer shall pay him—

either—

(a) not less than double his hourly wage for four hours for all work performed of less than four hours' duration;

(b) not less than double his hourly wage for the actual hours worked in excess of four hours with a minimum payment of double his wage for an ordinary working day;

or—

(c) for each hour or part of an hour so worked not less than one and one-third times his hourly wage in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's leave, and pay him in respect thereof at a rate of not less than his daily wage as if he had on such holiday worked his average ordinary working hours for that day of the week.

10. OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in good repair and clean condition free of charge any overalls and/or protective clothing which he may require his employee to wear or which legally or by any regulation he may be compelled to provide for his employee.

11. MINIMUM AGE AND QUALIFICATIONS OF EMPLOYEES

(1) An employer shall not employ any person under the age of 16 years.

(2) An employer shall not employ any unqualified person in a capacity for which a qualification has been prescribed, except with the prior approval of the Council: Provided, however, that in the event of an emergency such unqualified employee may be employed in such capacity for a total period not exceeding six weeks in any period of three months, at the prescribed rate of remuneration for a qualified employee, and for the purposes hereof, an emergency shall be deemed to exist only when no qualified employee is reasonably available for engagement by such employer.

(3) An employer shall pay an employee who performs work which by virtue of the provisions of this Agreement he is not qualified to perform, or which should be performed by another class of employee, for the whole day on which such work is performed, the rate of remuneration which is hereinbefore prescribed for an employee qualified or entitled to perform the said class of work.

(4) Where butter and cheese are manufactured in the same establishment the position of a factory assistant Grade IV (buttermaker and cheesemaker) shall not be held by the same employee, except with the prior approval of the Council.

12. CERTIFICATE OF SERVICE

An employer shall upon termination of the contract of employment of any of his employees, other than a labourer, furnish such employee with a certificate of service showing the full names of the employer and employee, the nature of employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

13. TERMINATION OF SERVICE

(1) Not less than one month's written notice, reckoned from the usual pay-day of the establishment concerned, shall be given by an employer or employee to terminate the contract of service: Provided that, where an employer or employee terminates the contract of service without the requisite notice, payment of one month's remuneration in the case of the employer terminating the contract, and the forfeiture of one month's remuneration in the case of the employee terminating the contract, shall be made in lieu of such notice: Provided further that an employer or employee shall be entitled to terminate the contract of service on not less than—

(a) one week's notice in the case of a labourer or any other employee whose wages are weekly paid; and

(b) 24 hours' notice in the case of an employee who has completed less than four weeks' service;

in which case the payment in lieu of notice and/or the forfeiture due shall be reduced accordingly.

(2) Hierdie klousule doen geen afbreuk aan die werkgewer of die werknemer se reg om die dienskontrak sonder opsegging om 'n regsgeldige rede te beëindig nie, en dit doen ook geen afbreuk aan enige ooreenkoms tussen 'n werkgewer en 'n werknemer waarin daar voorsiening gemaak word vir 'n langer tydperk van diensopsegging as dié hierin voorgeskryf nie. Hierdie klousule is nie op los werknemers van toepassing nie.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, kan 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder die vereiste diensopsegging en sonder om sy opseggingstydperk uit te dien, of sonder om sy werkgewer te betaal in plaas van sy diens op te sê, uit enige geld wat hy ingevolge enige bepaling van hierdie Ooreenkoms aan sodanige werknemer skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer in plaas van diensopsegging aan hom sou moes betaal het.

14. VRYSTELLINGS

(1) Behoudens subklousule (2) van hierdie klousule, kan die Raad, behoudens artikel 51 (3) van die Wet op Nywerheidsversoenings, 1956, om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van iemand verleen.

(2) Die Raad moet, ten opsigte van enigiemand aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen word, die voorwaardes bepaal waarop sodanige vrystelling verleen word en ook die tydperk vasstel waarin sodanige vrystelling van krag is: Met dien verstande dat die Raad, as hy dit dienstig, ag, na een week skriftelike kennisgewing aan die betrokke persoon, 'n vrystellingstifikaat kan intrek, afgesien daarvan of die tydperk waarvoor dit uitgereik is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen is, 'n sertifikaat uitreik wat hy onderteken het en waarin die volgende vermeld word:

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes wat ooreenkomstig subklousule (2) van hierdie klousule gestel is waarop die vrystelling verleen word; en
- (d) die tydperk waarin die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

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

15. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer van die besoldiging van elkeen van sy werknemers vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word, die bedrag van een sent vir elke R1 of gedeelte van R1 van die loon van sodanige werknemer aftrek. By die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is, en die totale bedrag elke maand, en wel binne 30 dae na die einde van die maand waarop die bedrag betrekking het, aan die Sekretaris van die Raad, Posbus 14624, Verwoerdburg, of na dié ander adres wat die Raad bepaal, stuur.

(2) Elke werkgewer moet ten opsigte van elke maand, en wel in die vorm wat die Raad voorskryf en verskaf, 'n opgawe aan die Raad stuur van die totale getal werknemers wat hy gedurende daardie maand in diens geneem het en van die totale besoldiging wat hy gedurende daardie maand aan sodanige werknemers betaal het.

(3) Die eiendomsreg op alle fondse wat die Raad ontvang, berus by die Raad en die Raad administreer sodanige fondse.

16. AFTREKKING VAN LEDEGELD VIR VAKVERENIGING

Met die skriftelike toestemming van die werknemer moet die werkgewer maandeliks die ledegeld aftrek wat sodanige werknemer verskuldig is aan die National Union of Dairy Industry Employers, wat 'n party is by die Ooreenkoms. Die ledegeld aldus afgetrek, moet binne 30 dae na die einde van die maand waarop sodanige aftrekkings betrekking het aan die sekretaris van die vakvereniging gestuur word.

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

(3) Notwithstanding anything to the contrary in this Agreement, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Agreement, an amount of not more than that which such employee would have had to pay him in lieu of notice.

14. EXEMPTIONS

(1) Subject to the provision of subclause (2) of this clause the Council may, subject to the provisions of section 51 (3) of the Industrial Conciliation Act, 1956, grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of subclause (1) of this clause, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of subclause (1) of this clause, a licence signed by him setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of subclause (2) of this clause on which exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

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

15. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct from the remuneration of each of his employees for whom minimum wages are prescribed in clause 4 of this Agreement, the sum of one cent for every R1 or part of R1 of the wage of such employee. To the amount so deducted, the employer shall add a like amount and forward the total sum month by month and within 30 days after the close of the month to which the sum relates, to the Secretary of the Council, P.O. Box 14624, Verwoerdburg, or such other address as the Council may specify.

(2) Each employer shall in respect of each month make a return to the Council in such form as the Council may prescribe and provide, of the total number of employees employed by him and the total remuneration paid to such employees during that month.

(3) All funds received by the Council shall be vested in and administered by the Council.

16. DEDUCTION OF TRADE UNION SUBSCRIPTIONS

With the written consent of an employee, the employer shall deduct monthly the subscription due by such employee to the National Union of Dairy Industry Employees, being a party to the Agreement. The subscriptions so deducted shall be forwarded to the Secretary of the Union within 30 days after the close of the month to which the deductions relate.

17. ADMINISTRASIE VAN OOREENKOMS

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

18. VERTONING VAN OOREENKOMS

Elke werkgewer moet te alle tye in sy bedryfsinrigting en op 'n plek wat gereedlik vir sy werknemers toeganklik is, 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike landstale vertoon.

19. VERTEENWOORDIGERS VAN VAKVERENIGINGS IN DIE RAAD

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

20. AGENTE

Die Raad kan een of meer gespesifiseerde persone as sy agent of agente aanstel om te help met die uitvoering van hierdie Ooreenkoms. 'n Agent kan 'n bedryfsinrigting gedurende werkure betree en 'n werkgewer of 'n werknemer ondervra en die register van die lone betaal, die tyd gewerk en die betalings vir oortydwerk nagaan met die doel om vas te stel of hierdie Ooreenkoms nagekom word.

Namens die partye op hede die 29ste dag van September 1980 te Pretoria onderteken.

G. D. J. SCHOLTZ, Voorsitter van die Raad.

J. H. DREYER, Ondervoorsitter van die Raad.

P. H. LISHMAN, Sekretaris van die Raad.

No. R. 5 2 Januarie 1981

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

SUIWELNYWERHEID, REPUBLIEK VAN SUID-AFRIKA

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Suiwelnwyerheid gepubliseer by Goewermenskennisgewing R. 4 van 2 Januarie 1981, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 15 2 Januarie 1981

ONGEVALLEWET, 1941 (WET 30 VAN 1941), SOOS GEWYSIG

"Tarief vir Geneeskundige en Tandheelkundige Behandeling" ten opsigte van mediese dienste gelewer aan beseerde werksmense verseker onder die Wet.

KENNISGEWING

Die volgende wysiging word aangebring aan Goewermenskennisgewing R. 371 van 29 Februarie 1980, gepubliseer op bladsye 9 tot 40 van *Staatskoerant* 6870, gedateer 29 Februarie 1980:

Reiskostes

Item 5003

R0,20 per kilometer vir elke kilometer verder as 16 km in totaal afgelê in eie motor: 19 km totaal = $3 \times 0,20$ sent = R0,60.

17. ADMINISTRATION OF AGREEMENT

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

18. EXHIBITION OF AGREEMENT

Every employer shall at all times exhibit in his establishment in a place readily accessible to his employees, a legible copy of this Agreement in both official languages.

19. TRADE UNIONS' REPRESENTATIVES ON COUNCIL

Every employer shall give to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

20. AGENTS

The Council may appoint one or more specified persons as its agent or agents to assist in giving effect to the terms of this Agreement. An agent may enter any establishment during working hours and may question any employer or employee and inspect the record of the wages paid, time worked and payments made for overtime for the purpose of ascertaining whether the terms of this Agreement are being observed.

Signed at Pretoria on behalf of the parties this 29th day of September 1980.

G. D. J. SCHOLTZ, Chairman of the Council.

J. H. DREYER, Vice-Chairman of the Council.

P. H. LISHMAN, Secretary of the Council.

No. R. 5 2 January 1981

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

DAIRY INDUSTRY, REPUBLIC OF SOUTH AFRICA

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Dairy Industry published under Government Notice R. 4 of 2 January 1981, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA, Minister of Manpower Utilisation.

No. R. 15 2 January 1981

WORKMEN'S COMPENSATION ACT, 1941 (ACT 30 OF 1941), AS AMENDED

"Scale of Fees and Charges for Medical and Dental Aid" for medical services rendered to injured workmen covered under the Act.

NOTICE

The following amendment is made to Government Notice R. 371 of 29 February 1980 published on pages 9 to 40 of *Government Gazette* 6870, dated 29 February 1980:

Travelling expenses

Item 5003

R0,20 for each kilometre in excess of 16 km total travelled in own car: 19 km total = $3 \times 0,20$ cent = R0,60.

Waar afstande 30 km oorskry word gelde bereken teen R0,40 per kilometer verder as 16 km in totaal: 31 km totaal = 15×40 sent = R6,00 (GEEN REISTYD).

Where distances exceed 30 km the fee shall be calculated at a rate of R0,40 for each kilometre in excess of 16 km total: 31 km total = 15×40 cent = R6,00 (NO TRAVELLING TIME).

DEPARTEMENT VAN NYWERHEIDSWESE, HANDEL EN TOERISME

No. R. 32 2 Januarie 1981

WET OP EIENDOMSAGENTE, 1976

SPESIFISERING VAN DIENSTE

Ek, Dawid Jacobus de Villiers, Minister van Nywerheidswese, Handel en Toerisme spesifiseer hierby die dienste in die Bylae as dienste vir doeleindes van paragraaf (a) (iv) van die woordskrywing van "eiendomsagent" in artikel 1 van die Wet op Eiendomsagente, 1976 (Wet 112 van 1976).

D. J. DE VILLIERS, Minister van Nywerheidswese, Handel en Toerisme.

BYLAE

1. In hierdie regulasies het 'n uitdrukking waaraan 'n betekenis in die Wet geheg is, die betekenis aldus daaraan geheg en tensy 'n ander bedoeling blyk, beteken—

"aandeleblokmaatskappy" 'n aandeleblokmaatskappy soos omskryf in die Wet op die Beheer van Aandeleblokke, 1980 (Wet 59 van 1980);

"eenheid" 'n eenheid soos omskryf in die Wet op Deeltitels;

"ontwikkelaar" 'n ontwikkelaar soos omskryf in die Wet op Deeltitels;

"regspersoon" 'n regspersoon soos omskryf in die Wet op Deeltitels;

"Wet op Deeltitels" die Wet op Deeltitels, 1971 (Wet 66 van 1971).

2. Die invordering of ontvangs van—

(a) gelde betaal deur enigiemand aan of ten behoeve van 'n ontwikkelaar of 'n regspersoon kragtens die Wet op Deeltitels ten opsigte van 'n eenheid of voorgestelde eenheid;

(b) gelde ten behoeve van 'n aandeleblokmaatskappy betaalbaar deur die houer van 'n aandeel in sodanige maatskappy of sy genomineerde;

(c) gelde as vergoeding weens 'n belofte of 'n onderneming deur die persoon wat sodanige gelde ontvang of sy agent of genomineerde aan die persoon wat sodanige gelde betaal, sy agent of genomineerde om aan sodanige persoon, sy agent of genomineerde, onroerende eiendom, vir watter doel ookal, beskikbaar te stel.

DEPARTMENT OF INDUSTRIES, COMMERCE AND TOURISM

No. R. 32 2 January 1981

ESTATE AGENTS ACT, 1976

SPECIFICATION OF SERVICES

I, Dawid Jacobus de Villiers, Minister of Industries, Commerce and Tourism do hereby specify the services in the Schedule as services for the purpose of paragraph (a) (iv) of the definition of "estate agent" in section 1 of the Estate Agents Act, 1976 (Act 112 of 1976).

D. J. DE VILLIERS, Minister of Industries, Commerce and Tourism.

SCHEDULE

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

"body corporate" means a body corporate as defined in the Sectional Titles Act;

"developer" means a developer as defined in the Sectional Titles Act;

"Sectional Titles Act" means the Sectional Titles Act, 1971 (Act 66 of 1971);

"share block company" means a share block company as defined in the Share Blocks Control Act, 1980 (Act 59 of 1980);

"unit" means a unit as defined in the Sectional Titles Act.

2. Collecting or receiving—

(a) money payable by any person to or on behalf of a developer or a body corporate in terms of the Sectional Titles Act, in respect of a unit or proposed unit;

(b) money on behalf of a share block company payable by the holder of a share in such company or his nominee;

(c) money in consideration of a promise or an undertaking by the person receiving such money or his agent or nominee to the person paying such money his agent or nominee to make available to such person, his agent or nominee, immovable property, for any purpose whatsoever.

DEPARTEMENT VAN SAMEWERKING EN ONTWIKKELING

No. R. 3 2 Januarie 1981

WYSIGING VAN ITEM 23 VAN BYLAE 1 VAN DIE GRONDWET VAN DIE NASIONALE STATE, 1971 (WET 21 VAN 1971)

Kragtens die bevoegdheid my verleen by artikel 37A (2) van die Grondwet van die Nasionale State, 1971 (Wet 21 van 1971), bepaal ek, Pieter Gerhardus Jacobus Koornhof, Minister van Samewerking en Ontwikkeling, hierby, dat die bepalings van item 23 van Bylae 1 van die Grondwet van die Nasionale State, 1971 (Wet 21

DEPARTMENT OF CO-OPERATION AND DEVELOPMENT

No. R. 3 2 January 1981

AMENDMENT OF ITEM 23 OF SCHEDULE 1 TO THE NATIONAL STATES CONSTITUTION ACT, 1971 (ACT 21 OF 1971)

Under and by virtue of the powers vested in me by section 37A (2) of the National States Constitution Act, 1971 (Act 21 of 1971), I, Pieter Gerhardus Jacobus Koornhof, Minister of Co-operation and Development, hereby determine that the provisions of item 23 of Schedule 1 to the National States Constitution Act, 1971

van 1971), soos gewysig by Proklamasie R. 235 van 21 November 1980, op die datum van publikasie van hierdie Goewermentskennisgewing in werking tree in—

(i) die gebied ten opsigte waarvan die KwaZulu-Wetgewende Vergadering by Proklamasie R. 70 van 30 Maart 1972 ingestel is; en

(ii) die gebied ten opsigte waarvan die KwaNdebele-Wetgewende Vergadering by Proklamasie R. 205 van 14 September 1979 ingestel is.

P. G. J. KOORNHOF, Minister van Samewerking en Ontwikkeling.

(Lêer F53/41)

DEPARTEMENT VAN SPOORWEE EN HAWENS

No. R. 21 2 Januarie 1981

SUID-AFRIKAANSE SPOORWEE

PERSONEELREGULASIES

WYSIGINGSLYS

(Van krag van 1 Oktober 1980)

REGULASIE 27

Vervang paragraaf (3) (b) deur die volgende:

(b) Onderworpe aan die vereistes van die Diens, sal sodanige verlof sonder betaling of vakansieverlof volgens 'n dienaar se keuse aan hom toegestaan word as wat vir kandidatuurdoeleindes na sy nominasie en vir die bywoning van vergaderings van die raad of komitee nodig mag wees.

(Act 21 of 1971), as amended by Proclamation R. 235 of 21 November 1980, shall come into operation on the date of publication of this Government Notice in—

(i) the area in respect of which the KwaZulu Legislative Assembly was established by Proclamation R. 70 of 30 March 1972; and

(ii) the area in respect of which the KwaNdebele Legislative Assembly was established by Proclamation R. 205 of 14 September 1979.

P. G. J. KOORNHOF, Minister of Co-operation and Development.

(File F53/41)

DEPARTMENT OF RAILWAYS AND HARBOURS

No. R. 21 2 January 1981

SOUTH AFRICAN RAILWAYS

STAFF REGULATIONS

SCHEDULE OF AMENDMENT

(Operative from 1 October 1980)

REGULATION 27

Substitute the following for paragraph (3) (b):

(b) Subject to the exigencies of the Service, such unpaid leave, or vacation leave, according to a servant's choice, as may be necessary will be allowed for the purpose of candidature subsequent to nomination and attendance at meetings of the council, board or committee.

Koop Nasionale Spaarsertifikate

Buy National Savings Certificates

INHOUD

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