

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Selling price • Verkoopprys
(GST excluded/AVB uitgesluit)

Local **60c** Plaaslik
Other countries **85c** Buitelands
Post free • Posvry

**Regulation Gazette
Regulasiekoerant**

No. 4380

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

Vol. 288

PRETORIA, 23 JUNE 1989
JUNIE

No. 11965

PROCLAMATIONS

by the

State President of the Republic of South Africa

No. R. 95, 1989

REPEAL OF LEGISLATION ADMINISTERED BY THE DEPARTMENT OF DEVELOPMENT AID

By virtue of the powers vested in me by section 25 (1) of the Black Administration Act, 1927 (Act No. 38 of 1927), read with section 21 (1) of the Development Trust and Land Act, 1936 (Act No. 18 of 1936), I hereby repeal the proclamations specified in the Schedule hereto to the extent indicated in the said Schedule.

This proclamation shall not apply in a self-governing territory established under the National States Constitution Act, 1971 (Act No. 21 of 1971).

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

P. W. BOTHA,
State President.

By Order of the State President-in-Cabinet:

G. VAN N. VILJOEN,
Minister of the Cabinet.

PROKLAMASIES

van die

Staatspresident van die Republiek van Suid-Afrika

No. R. 95, 1989

HERROEPING VAN WETGEWING WAT DEUR DIE DEPARTEMENT VAN ONTWIKKELINGS- HULP GEADMINISTREER WORD

Kragtens die bevoegdheid my verleen by artikel 25 (1) van die Swart Administrasie Wet, 1927 (Wet No. 38 van 1927), gelees met artikel 21 (1) van die Ontwikkelingstrust en Grond Wet, 1936 (Wet No. 18 van 1936), herroep ek hierby die proklamasies in die Bylae hiervan gespesifiseer, in die mate in genoemde Bylae aangedui.

Hierdie proklamasie geld nie in 'n selfregerende gebied ingestel kragtens die Grondwet van die Nasionale State, 1971 (Wet No. 21 van 1971), nie.

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

P. W. BOTHA,
Staatspresident.

Op las van die Staatspresident-in-Kabinet:

G. VAN N. VILJOEN,
Minister van die Kabinet.

SCHEDULE

PART A

PROCLAMATIONS REPEALED IN THEIR ENTIRETY

<i>Proclamation Number</i>	<i>Title or subject</i>
96 of 1952	Control of dogs: East London and Komgha.
52 of 1958	Entry of Blacks into Black areas.
138 of 1959	Amendment of Proclamation No. 52 of 1958.
109 of 1960	Amendment of Proclamation No. 52 of 1958.
333 of 1962	Rent determination: Shiloh Mission Station.
R. 193 of 1967	Dangerous weapons and ammunition.
R. 197 of 1967	Control of agricultural matters.
R. 198 of 1967	Stock control.
R. 200 of 1967	Community services.

<i>Proclamation Number</i>	<i>Title or subject</i>
R. 201 of 1967	Communal responsibility.
R. 339 of 1967	Game reserve regulations.
340 of 1967	Manyeleti game reserve.
R. 263 of 1968	Advances to certain Black workers.
R. 265 of 1968	Review of proclamations.
R. 268 of 1968	Meetings and gatherings.
R. 269 of 1968	Sanitary regulations: Rural areas.
R. 327 of 1968	Control of campers: Kranskop.
R. 146 of 1969	Amendment of Proclamation No. R. 339 of 1967.
R. 60 of 1971	Destruction of destructive game.
R. 133 of 1975	Labour rehabilitation institutions.
7 of 1978	Amendment of Proclamation No. 340 of 1967.
R. 62 of 1980	Amendment of Proclamation No. R. 339 of 1979.

BYLAE**DEEL A****PROKLAMASIES WAT IN HULLE GEHEEL HERROEP WORD**

<i>Proklamasienommer</i>	<i>Titel of onderwerp</i>
96 van 1952	Hondebeheer: Oos-Londen en Komgha.
52 van 1958	Toetrede van Swartes tot Swart gebiede.
138 van 1959	Wysiging van Proklamasie No. 52 van 1958.
109 van 1960	Wysiging van Proklamasie No. 52 van 1958.
333 van 1962	Huurbepaling: Shiloh-Sendingstasie.
R. 193 van 1967	Gevaarlike wapens en ammunisie.
R. 197 van 1967	Beheer oor landbouaangeleenthede.
R. 198 van 1967	Veebeheer.
R. 200 van 1967	Gemeenskapsdienste.
R. 201 van 1967	Gemeenskaplike verantwoordelikheid.
R. 339 van 1967	Wildtuinregulasies.
340 van 1967	Manyeleti wildtuin.
R. 263 van 1968	Voorskotte aan sekere Swart werkers.
R. 265 van 1968	Hersiening van proklamasies.
R. 268 van 1968	Vergaderings en byeenkomste.
R. 269 van 1968	Sanitêre regulasies: Platteland.
R. 327 van 1968	Beheer oor kampeerdere: Kranskop.
R. 146 van 1969	Wysiging van Proklamasie No. R. 339 van 1967.
R. 60 van 1971	Vernietiging van vernietigende wild.
R. 133 van 1975	Arbeidsrehabilitasie-inrigtings.
7 van 1978	Wysiging van Proklamasie No. 340 van 1967.
R. 62 van 1980	Wysiging van Proklamasie No. R. 339 van 1967.

PART B**PROCLAMATIONS REPEALED IN SO FAR AS THEY HAVE NOT ALREADY BEEN REPEALED**

<i>Proclamation Number</i>	<i>Title or subject</i>
R. 293 of 1962	Administration of towns in Black areas.
R. 211 of 1969	Amendment of Proclamation No. R. 293 of 1962.
R. 161 of 1970	Amendment of Proclamation No. R. 293 of 1962.
R. 264 of 1970	Amendment of Proclamation No. R. 293 of 1962.
R. 222 of 1971	Amendment of Proclamation No. R. 293 of 1962.
R. 150 of 1976	Amendment of Proclamation No. R. 293 of 1962.
R. 34 of 1977	Amendment of Proclamation No. R. 293 of 1962.
R. 178 of 1978	Amendment of Proclamation No. R. 293 of 1962.
R. 200 of 1978	Amendment of Proclamation No. R. 293 of 1962.
R. 197 of 1979	Amendment of Proclamation No. R. 293 of 1962.
R. 153 of 1983	Amendment of Proclamation No. R. 293 of 1962.

DEEL B**PROKLAMASIES HERROEP INSOVERRE HUL NIE REEDS HERROEP IS NIE**

<i>Proklamasienommer</i>	<i>Titel of onderwerp</i>
R. 293 van 1962	Administrasie van dorpe in Swart gebiede.
R. 211 van 1969	Wysiging van Proklamasie No. R. 293 van 1962.
R. 161 van 1970	Wysiging van Proklamasie No. R. 293 van 1962.
R. 264 van 1970	Wysiging van Proklamasie No. R. 293 van 1962.
R. 222 van 1971	Wysiging van Proklamasie No. R. 293 van 1962.
R. 150 van 1976	Wysiging van Proklamasie No. R. 293 van 1962.
R. 34 van 1977	Wysiging van Proklamasie No. R. 293 van 1962.
R. 178 van 1978	Wysiging van Proklamasie No. R. 293 van 1962.
R. 200 van 1978	Wysiging van Proklamasie No. R. 293 van 1962.
R. 197 van 1979	Wysiging van Proklamasie No. R. 293 van 1962.
R. 153 van 1983	Wysiging van Proklamasie No. R. 293 van 1962.

No. R. 96, 1989

APPLICATION OF CERTAIN PROVISIONS OF THE BLACK TAXATION ACT, 1969 (ACT No. 92 OF 1969), FOR THE COLLECTION OR RECOVERY OF DEBT OR RENT DUE TO THE SOUTH AFRICAN DEVELOPMENT TRUST.—REPEAL OF PROCLAMATION No. R. 32 OF 1976

By virtue of the powers vested in me by section 45 of the Development Trust and Land Act, 1936 (Act No. 18 of 1936), I hereby repeal Proclamation No. R. 32 of 1976.

This Proclamation shall not apply in a self-governing territory established under the National States Constitution Act, 1971 (Act No. 21 of 1971).

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

P. W. BOTHA,
State President.

By Order of the State President-in-Cabinet:

G. VANN. VILJOEN,
Minister of the Cabinet.

GOVERNMENT NOTICES

DEPARTMENT OF JUSTICE
No. R. 1324
23 June 1989

JUDGES.—ADMINISTRATIVE RECESSES, LEAVE, TRANSPORT AND ALLOWANCES IN RESPECT OF TRANSPORT, TRAVELLING AND SUBSISTENCE

The State President has under section 12 of the Judges' Remuneration and Conditions of Employment Act, 1989 (Act No. 88 of 1989), made the regulations in the Schedule hereto.

SCHEDULE

1. (1) In this Schedule, unless the context otherwise indicates—

“actual service” includes—

(a) every period during which a court is in recess;

(b) every period of leave granted in terms of regulation 4 but excluding any period of leave referred to in regulation 3;

(c) service in an acting capacity for any continuous period immediately prior to assuming office as a judge in a permanent capacity; and

(d) uninterrupted service after discharge from active service.

“administrative recess” means every period during which a court is in recess;

“division” means a division of the Supreme Court of South Africa;

“effects” means household or personal effects;

“headquarters” means the seat of the division in which a judge is appointed permanently or in an acting capacity or in the case of the Transvaal Provincial Division, Natal Provincial Division and Eastern Cape Division and a judge discharged from active service, such place as may be assigned by the Minister to a particular judge as his headquarters;

“judge president” includes an acting judge president;

No. R. 96, 1989

TOEPASSING VAN SEKERE BEPALINGS VAN DIE WET OP SWART BELASTING, 1969 (WET No. 92 VAN 1969), VIR DIE INVORDERING OF VERHAAL VAN SKULD OF HUURGELD VERSKULDIG AAN DIE SUID-AFRIKAANSE ONTWIKKELINGSTRUST.—HERROEPING VAN PROKLAMASIE No. R. 32 VAN 1976

Kragtens die bevoegdheid my verleen by artikel 45 van die Ontwikkelingstrust en Grondwet, 1936 (Wet No. 18 van 1936), herroep ek hierby Proklamasie No. R. 32 van 1976.

Hierdie proklamasie geld nie in 'n selfregerende gebied ingestel kragtens die Grondwet van die Nasionale State, 1971 (Wet No. 21 van 1971), nie.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Kaapstad, op hede die Sewentiende dag van Mei Eenduisend Negehoonderd Nege-en-tatig.

P. W. BOTHA,
Staatspresident.

Op las van die Staatspresident-in-Kabinet:

G. VANN. VILJOEN,
Minister van die Kabinet.

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN JUSTISIE
No. R. 1324
23 Junie 1989

REGTERS.—ADMINISTRATIEWE RESESSE, VERLOF, VERVOER EN TOELAES IN VERBAND MET VERVOER, REIS EN ONDERHOUD

Die Staatspresident het kragtens artikel 12 van die Wet op Besoldiging en Diensvoorwaardes van Regters, 1989 (Wet No. 88 van 1989), die regulasies in die Bylae uitgevaardig.

BYLAE

1. (1) In hierdie Bylae, tensy uit die samehang anders blyk, beteken—

“administratiewe reses” elke tydperk waartydens 'n hof in reses is;

“afdeling” 'n afdeling van die Hooggeregshof van Suid-Afrika;

“amptelike diens” aktiewe diens en diens vir doeleindes van artikel 7 van die Wet;

“besittings” huishoudelike of persoonlike besittings;

“die Wet” die Wet op Besoldiging en Diensvoorwaardes van Regters, 1989 (Wet No. 88 van 1989);

“hoofkwartier” die setel van die afdeling waarin 'n regter permanent of in 'n waarnemende hoedanigheid aangestel is of, in die geval van die Transvaalse Provinsiale Afdeling, Natalse Provinsiale Afdeling en Oos-Kaapse Afdeling, en 'n regter wat van aktiewe diens onthef is, die plek wat deur die Minister as hoofkwartier van 'n bepaalde regter aangewys word;

“Minister” by die toepassing van regulasie 15, ook 'n beampte wat op gesag van die Minister van Justisie handel;

“regter-president” ook 'n waarnemende regter-president;

“termyn” 'n termyn wat vir die hou van hofsittings bepaal is;

"leave" means leave on full pay unless expressly otherwise indicated;

"Minister", for the purposes of regulation 15, includes and officer acting on the authority of the Minister of Justice;

"official duties" mean active service and service for the purposes of section 7 of the Act;

"term" means a term determined for the sessions of court;

"the Act" means the Judges' Remuneration and Conditions of Employment Act, 1989 (Act No. 88 of 1989).

(2) For the purposes of these regulations a judge shall be deemed to be resident at his headquarters.

ADMINISTRATIVE RECESSES

2. (1) Administrative recesses in any provincial and local division shall not exceed 14 weeks in total per year.

(2) The Chief Justice or the judge president, as the case may be, shall, prior to the commencement of an administrative recess, determine how many and which judges are to perform the functions in his division during the recess.

(3) Any judge not performing functions as aforesaid shall not leave the Republic of South Africa without the permission of the Chief Justice or the judge president concerned.

LEAVE

3. (1) (a) The Minister may on the recommendation of the Chief Justice or the judge president concerned grant leave to a judge for a period of three and a half months for every period of four years' actual service completed by such judge or for such shorter period and subject to such conditions as the Minister may in any particular case deem fit.

(b) In the case of a judge of a provincial or local division the leave referred to in paragraph (a) shall not last longer than one term of that division and shall not exceed two months of any such term, except with the consent of the Minister given after consultation with the judge president concerned.

(c) A judge who—

(i) has already qualified for four and a half months leave in terms of regulation 3 (1) of the regulations made under the Judges' Remuneration Act, 1978 (Act No. 91 of 1978), but has not taken it at the commencement of these regulations, or

(ii) would have qualified for leave referred to in subparagraph (i) within six months after the commencement of these regulations,

may, if such leave is granted by the Minister, take or begin to take it within one year after the commencement of these regulations.

(2) If a judge in writing waives his right to unreduced remuneration in terms of section 10 (1) (a) of the Supreme Court Act, 1959 (Act No. 59 of 1959), the Minister may in terms of subregulation (1) grant such judge additional leave on half pay for a period of one and a half months.

(3) When considering applications for leave the Chief Justice or the judge president concerned shall endeavour to make such arrangements as will obviate as far as possible the necessity for making acting appointments.

"verlof" verlof met volle betaling, tensy uitdruklik anders bepaal word;

"werklike diens" ook—

(a) elke tydperk waartydens 'n hof in reses is;

(b) elke tydperk van verlof kragtens regulasie 4 toegestaan, maar uitgesonderd enige tydperk van verlof in regulasie 3 bedoel;

(c) diens in 'n waarnemende hoedanigheid verig vir 'n ononderbroke tydperk onmiddellik voor diensaanvaarding as 'n regter in 'n permanente hoedanigheid; en

(d) ononderbroke diens na ontheffing van aktiewe diens verrig.

(2) By die toepassing van hierdie regulasies word 'n regter geag by sy hoofkwartier woonagtig te wees.

ADMINISTRATIEWE RESESSE

2. (1) Administratiewe resesse in 'n provinsiale en plaaslike afdeling oorskry nie 14 weke in totaal per jaar nie.

(2) Die Hoofregter of die regter-president, na gelang van die geval, bepaal voor die aanvang van 'n administratiewe reses hoeveel en watter regters die werksaamhede in sy afdeling gedurende die reses moet waarnem.

(3) 'n Regter wat nie werksaamhede soos voormeld waarnem nie, mag nie die Republiek van Suid-Afrika sonder die toestemming van die Hoofregter of die betrokke regter-president, verlaat nie.

VERLOF

3. (1) (a) Die Minister kan op aanbeveling van die Hoofregter of die betrokke regter-president vir elke tydperk van vier jaar werklike diens deur 'n regter voltooi, of vir die korter tydperk en behoudens die voorwaardes wat die Minister in elke besondere geval goedvind, verlof vir 'n tydperk van drie en 'n half maande aan so 'n regter toestaan.

(b) Die verlof in paragraaf (a) bedoel, duur in die geval van 'n regter van 'n provinsiale of plaaslike afdeling nie langer as een termyn van daardie afdeling nie en oorskry ook nie twee maande van enige so 'n termyn nie, behalwe met die instemming van die Minister verleen na oorleg met die betrokke regter-president.

(c) 'n Regter wat—

(i) reeds kragtens regulasie 3 (1) van die regulasies uitgevaardig kragtens die Wet op Besoldiging van Regters, 1978 (Wet No. 91 van 1978), vir vier en 'n half maande verlof gekwalifiseer het, maar dit by die inwerkingtreding van hierdie regulasies nog nie geneem het nie, of

(ii) binne 'n tydperk van ses maande na die inwerkingtreding van hierdie regulasies vir verlof soos bedoel in subparagraaf (i) sou gekwalifiseer het,

kan daardie verlof, indien dit deur die Minister toegestaan word, binne een jaar na die inwerkingtreding van hierdie regulasies neem of begin neem.

(2) Indien 'n regter skriftelike afstand doen van sy reg op onverminderde besoldiging ingevolge artikel 10 (1) (a) van die Wet op die Hooggeregshof, 1959 (Wet No. 59 van 1959), kan die Minister ingevolge subregulasie (1) addisionele verlof vir 'n tydperk van een en 'n half maand met halfbetaling aan so 'n regter toestaan.

(3) By die oorweging van aansoeke om verlof poog die Hoofregter of die betrokke regter-president om sodanige reëlins te tref dat die noodsaaklikheid van die aanstelling van waarnemende regters sover moontlik uitgeskakel word.

4. If according to a certificate of a medical practitioner, it appears that owing to illness a judge cannot perform his duties for a specified period the Minister may grant sick leave for such period to the judge.

5. If in exceptional circumstances the Minister is satisfied that leave for which no provision has been made in these regulations should in a specific case be granted, he may grant such leave on such conditions as he may deem necessary, whether it be leave with full remuneration or leave with reduced or no remuneration, if the judge concerned has in the case of leave with reduced remuneration or leave without remuneration in writing waived his right to unreduced remuneration in terms of section 10 (1) (a) of the Supreme Court Act, 1959 (Act No. 59 of 1959).

6. No leave which may be granted in terms of these regulations shall be accumulative and no salary or allowance shall be claimed in respect of leave which could have been taken but which was not utilized.

7. The Director-General: Justice shall keep a record of leave granted by the Minister.

8. Regulations 2, 3, 4, 6 and 7 shall not apply to any person not appointed as a judge in a permanent capacity.

TRANSPORT, AND ALLOWANCES IN RESPECT OF TRANSPORT, TRAVELLING AND SUBSISTENCE

9. (1) (a) A judge or acting judge required to perform official duties away from his headquarters may make use of Government transport subject to the provisions of section 11 of the Act and the conditions determined by the Minister in terms thereof: Provided that, in the case of motor transport, an official driver shall be made available to the Chief Justice or acting Chief Justice and to any other judge or acting judge if such other judge or acting judge certifies that he cannot reasonably dispense with the services of an official driver.

(b) If a judge or acting judge uses private transport in performing any official duties mentioned in paragraph (a) he may be compensated at a tariff of 62c per kilometre.

(2) (a) The Chief Justice or acting Chief Justice shall be entitled to be accompanied by his spouse on official journeys at State expense and to claim in respect of her the subsistence allowance prescribed in regulation 10 (1).

(b) A judge or acting judge shall be entitled to be accompanied by his spouse on official journeys at State expense if she uses the same vehicle as the judge or acting judge, and to claim in respect of her the subsistence allowance prescribed in regulation 10 (1) in the following circumstances:

(i) If he is on circuit court duty;

(ii) if he is on official duties as contemplated by section 3 (4) of the Supreme Court Act, 1959 (Act No. 59 of 1959), with the exception of official duties in the Witwatersrand Local Division of the Supreme Court of South Africa;

(iii) if he is on official duties as contemplated by section 3 (5) of the Supreme Court Act, 1959;

(iv) if he performs service away from his headquarters after being discharged from active service;

4. Indien dit uit 'n sertifikaat van 'n geneesheer blyk dat 'n regter weens siekte vir 'n gemelde tydperk nie sy pligte kan vervul nie kan die Minister siekteverlof vir daardie tydperk aan die regter toestaan.

5. Indien die Minister in buitengewone omstandighede oortuig is dat verlof waarvoor daar nie in hierdie regulasies voorsiening gemaak is nie, in 'n bepaalde geval toegestaan behoort te word, kan hy sodanige verlof toestaan op die voorwaardes wat hy nodig ag, hetsy dit verlof is met volle besoldiging of verlof is met verminderde besoldiging of geen besoldiging nie, mits die betrokke regter in die geval van verlof met verminderde besoldiging of verlof sonder besoldiging skriftelik afstand gedoen het van sy reg op onverminderde besoldiging ingevolge artikel 10 (1) (a) van die Wet op die Hooggeregshof, 1959 (Wet No. 59 van 1959).

6. Geen verlof wat kragtens hierdie regulasies toegestaan kan word, is oplopend nie en geen salaris of toelae mag ten opsigte van verlof wat geneem kon gewees het maar waarvan nie gebruik gemaak is nie, geëis word nie.

7. Die Direkteur-generaal: Justisie hou 'n register van verlof wat deur die Minister toegestaan is.

8. Regulasies 2, 3, 4, 6 en 7 is nie van toepassing nie op 'n persoon wat nie in 'n permanente hoedanigheid as regter aangestel is nie.

VERVOER, EN Vervoer-, REIS- EN ONDERHOUDSTOELAE

9. (1) (a) 'n Regter of waarnemende regter wat amptelike diens weg van sy hoofkwartier moet verrig, kan behoudens die bepalinge van artikel 11 van die Wet en die voorwaardes daarkragtens deur die Minister bepaal, van staatsvervoer gebruik maak: Met dien verstande dat in die geval van motorvervoer 'n amptelike motorbestuurder beskikbaar gestel word aan die Hoofregter of waarnemende Hoofregter, en aan 'n ander regter of waarnemende regter indien sodanige ander regter of waarnemende regter sertifiseer dat hy nie gereedlik sonder die dienste van 'n amptelike motorbestuurder kan klaarkom nie.

(b) Indien 'n regter of waarnemende regter op amptelike diens soos in paragraaf (a) gemeld van sy private vervoer gebruik maak, kan hy vergoed word teen 'n tarief van 62c per kilometer.

(2) (a) Die Hoofregter of waarnemende Hoofregter is geregtig om op staatskoste deur sy eggenote op amptelike reise vergesel te word en om ten opsigte van haar die onderhoudstoelae voorgeskryf by regulasie 10 (1) te verhaal.

(b) 'n Regter of waarnemende regter is geregtig om op staatskoste deur sy eggenote op amptelike reise vergesel te word indien sy van dieselfde voertuig as die regter of waarnemende regter gebruik maak, en om ten opsigte van haar die onderhoudstoelae voorgeskryf by regulasie 10 (1) in die volgende omstandighede te verhaal:

(i) Indien hy op rondgang is;

(ii) indien hy op amptelike diens is soos beoog in artikel 3 (4) van die Wet op die Hooggeregshof, 1959 (Wet No. 59 van 1959), uitgesonderd amptelike diens in die Witwatersrandse Plaaslike Afdeling van die Hooggeregshof van Suid-Afrika;

(iii) indien hy op amptelike diens soos beoog in artikel 3 (5) van die Wet op die Hooggeregshof, 1959, is;

(iv) indien hy, na ontheffing van aktiewe diens, diens weg van sy hoofkwartier moet verrig;

(v) if he has been seconded for service as a judge of the High Court of a state the territory of which formerly formed part of the Republic and he is not provided with free accommodation; or

(vi) if he attends occasions in his official capacity.

(3) At the commencement and termination of each session of the Appellate Division any judge or acting judge of that division and his spouse may, if he is not permanently resident in Bloemfontein, subject to the provisions of section 11 of the Act, and the conditions determined by the Minister in terms thereof, travel from his residence to Bloemfontein and back at State expense by aeroplane or train or at a tariff of 62c per kilometre if such judge or acting judge uses private transport and the allowance prescribed in regulation 10 (1) may be paid in respect of such judge or acting judge and his spouse as if he were absent from his headquarters on official duties for the duration of the journey concerned.

(4) When a person is appointed as an acting judge in a division not situated at his place of residence he may, when assuming his duties travel to such division and at the conclusion of his duties return to his home at State expense in the manner and at the compensation prescribed in subregulation (3), and the allowance prescribed in regulation 10 (1) may be paid in respect of such acting judge as if he were absent from his headquarters on official duties for the duration of the journey concerned.

(5) When a judge is required to perform duties in a division away from his headquarters or an acting judge not appointed in a permanent capacity is required to perform duties in a division away from his place of residence, such judge or acting judge may once a month at State expense travel to and fro between such division and his headquarters or place of residence, as the case may be, in the manner prescribed in subregulation (3).

(6) The registrar of the division concerned shall make all arrangements in connection with the transport of a judge or acting judge.

10. (1) (a) A judge or acting judge on official duties or on circuit court duty and an acting judge whose headquarters are situated outside the district in which he permanently resides shall be entitled to an all-inclusive subsistence allowance of R140 for every 24 hours that he is actually absent from his headquarters or place of permanent residence during his appointment, as the case may be: Provided that when a judge or acting judge on circuit court duty travels by means of a railway saloon made available to him for that purpose, the subsistence allowance shall be R70 for every 24 hours that he is actually absent from his headquarters.

(b) The allowance for an uncompleted period of 24 hours shall be calculated proportionately according to the number of full hours of absence.

(2) The subsistence allowance mentioned in subregulation (1) may also be paid in respect of short periods during which a judge returns to his headquarters or when he pays a visit elsewhere: Provided that his commitments in respect of accommodation continue at the place where he performs his official duties.

(3) For a period of absence on official duties of less than 24 hours in the circumstances mentioned in subregulation (1), an all-inclusive subsistence allowance of R25 shall be paid.

(v) indien hy afgestaan is vir diens as regter van die Hoërhof van 'n staat waarvan die grondgebied voorheen deel van die Republiek uitgemaak het en hy nie van gratis huisvesting voorsien word nie; of

(vi) indien hy geleenthede in sy amptelike hoedanigheid bywoon.

(3) By die aanvang en na afloop van elke sessie van die Appèlafdeling kan 'n regter of waarnemende regter van daardie afdeling en sy eggenote, indien hy nie permanent in Bloemfontein woonagtig is nie, behoudens die bepalings van artikel 11 van die Wet en die voorwaardes daarkragtens deur die Minister bepaal, op staatskoste per vliegtuig of per trein of teen vergoeding teen 'n tarief van 62c per kilometer as sodanige regter of waarnemende regter van private vervoer gebruik maak, van sy woonplek na Bloemfontein en terug reis, en die toelae in regulasie 10 (1) voorgeskryf, kan ten opsigte van sodanige regter of waarnemende regter en sy eggenote betaal word asof hy vir die duur van die betrokke reis op amptelike diens van sy hoofkwartier afwesig was.

(4) Wanneer 'n persoon as waarnemende regter aangestel word om diens in 'n afdeling weg van sy tuiste te verrig, kan hy op staatskoste op die wyse en teen die vergoeding in subregulasie (3) voorgeskryf, by diensaanvaarding na die betrokke afdeling en by diensbeëindiging na sy tuiste terugreis en kan die toelae in regulasie 10 (1) voorgeskryf ten opsigte van sodanige waarnemende regter betaal word asof hy vir die duur van die betrokke reis op amptelike diens van sy hoofkwartier afwesig was.

(5) Wanneer 'n regter in 'n afdeling weg van sy hoofkwartier, of 'n waarnemende regter wat nie in 'n permanente hoedanigheid aangestel is nie in 'n afdeling weg van sy tuiste diens moet verrig, kan sodanige regter of waarnemende regter een keer per maand op staatskoste op die wyse in subregulasie (3) voorgeskryf, heen en weer reis tussen die betrokke afdeling en sy hoofkwartier of tuiste, na gelang van die geval.

(6) Die griffier van die betrokke afdeling tref alle reëlins in verband met die vervoer van 'n regter of waarnemende regter.

10. (1) (a) 'n Regter of waarnemende regter op amptelike diens of op rondgang en 'n waarnemende regter wie se hoofkwartier geleë is buite die distrik waarin hy permanent woonagtig is, is geregtig op 'n allesinsluitende onderhoudstoelae van R140 vir elke 24 uur van werklike afwesigheid van sy hoofkwartier of permanente woonplek tydens sy aanstelling, na gelang van die geval: Met dien verstande dat wanneer 'n regter of waarnemende regter op rondgang reis met 'n spoorwegwa wat vir dié doel tot sy beskikking gestel is, die onderhoudstoelae R70 vir elke 24 uur van werklike afwesigheid van sy hoofkwartier bedra.

(b) Die toelae vir 'n onvoltooide tydperk van 24 uur word na verhouding volgens die getal volle ure afwesig bereken.

(2) Die onderhoudstoelae in subregulasie (1) genoem, kan ook betaal word ten opsigte van kort tydperke waartydens 'n regter na sy hoofkwartier terugkeer of 'n besoek elders aflê: Met dien verstande dat sy verpligtinge ten opsigte van huisvesting op die plek waar hy sy ampspligte verrig, voortduur.

(3) Vir 'n tydperk van afwesigheid op amptelike diens van minder as 24 uur in die omstandighede in subregulasie (1) genoem, word 'n allesinsluitende onderhoudstoelae van R25 betaal.

11. (1) The following allowances shall be paid to the Chief Justice, acting Chief Justice and any judge of the Appellate Division performing active service and to a judge performing service in the Appellate Division:

(a) If resident in Bloemfontein, R625 per month; and

(b) if resident elsewhere than in Bloemfontein, R140 for every completed period of 24 hours of actual presence in Bloemfontein.

(2) The allowance for an uncompleted period of 24 hours shall be calculated proportionately according to the number of hours of presence.

12. If an amount payable in terms of regulation 10 or 11 (1) (b) is less than the amount which such judge reasonably had to spend in respect of subsistence, an amount equal to the amount so spent may be paid to such judge.

13. Anyone appointed an acting judge shall be paid an amount of R60 per day for the maintenance of his practice as advocate for the duration of such appointment.

14. (1) All claims for the payment of allowances in terms of these regulations shall, where applicable, state the nature of the services, the exact time of departure and arrival and such other information as may be necessary to calculate the amount payable.

(2) A claim referred to in subregulation (1) shall be signed and certified as correct by the judge concerned.

15. (1) (a) When a judge of one division is permanently appointed in any other division or when a person is appointed as a judge and his headquarters are not situated at the place where he resides on appointment, the cost of the transport of that judge or person and his family, domestic servants and effects to his new headquarters shall be defrayed from public funds: Provided that the cost of transport in respect of such judge or person, his family and servants does not exceed the cost of first class train tickets, unless authority for the use of other transport has been granted by the Minister.

(b) If the Minister has granted authority under paragraph (a) that a judge or person may use private transport, such judge or person may be compensated at a tariff of 62c per kilometre.

(2) (a) When effects have to be transported the registrar of the division from which such effects are to be transported shall obtain written tenders from at least six cartage contractors for the packing, loading, unloading and unpacking of the effects for transport by train and, should the judge or person concerned so prefer, for the transport thereof by road.

(b) The lowest tender for the packing, loading, unloading and unpacking of the effects shall be accepted by the registrar, but the Minister may approve the acceptance of a higher tender if in his opinion there are good reasons for the rejection of the lowest tender.

(3) The State shall not be responsible for any insurance premiums in respect of the transportation of effects: Provided that premiums in respect of insurance cover in the case of the transport of effects by road may be paid from public funds if the lowest tender for road transport includes such premiums as an integral part thereof.

(4) (a) Not more than two motor vehicles of a judge or person mentioned in subregulation (1) may be transported by train at State expense, provided they are transported at the owner's risk.

11. (1) Aan die Hoofregter, waarnemende Hoofregter en 'n regter van die Appèlafdeling wat aktiewe diens verrig en aan 'n regter wat diens in die Appèlafdeling verrig is die volgende toelaes betaalbaar:

(a) Indien in Bloemfontein woonagtig, R625 per maand; en

(b) indien elders as in Bloemfontein woonagtig, R140 vir elke voltooide tydperk van 24 uur van werklike aanwesigheid in Bloemfontein.

(2) Die toelae vir 'n onvoltooide tydperk van 24 uur word na verhouding volgens die getal volle ure aanwesig bereken.

12. Indien 'n bedrag wat ingevolge regulasie 10 of 11 (1) (b) betaalbaar is, minder is as die bedrag wat sodanige regter redelikerwys in verband met verblyf moes bestee, kan 'n bedrag gelykstaande met die bedrag wat aldus bestee is, aan sodanige regter betaal word.

13. Aan iemand wat as waarnemende regter aangestel is, word 'n bedrag van R60 per dag vir die duur van sodanige aanstelling vir die instandhouding van sy praktyk as advokaat betaal.

14. (1) Alle eise vir die betaling van toelaes ingevolge hierdie regulasies moet, waar toepaslik, die aard van die dienste, die presiese tyd van vertrek en aankoms en sodanige ander inligting as wat nodig is om die betaalbare bedrag te bereken, vermeld.

(2) 'n Eis in subregulasie (1) bedoel, word deur die betrokke regter onderteken en as korrek gesertifiseer.

15. (1) (a) Wanneer 'n regter van een afdeling permanent in 'n ander afdeling aangestel word of wanneer 'n persoon as regter aangestel word en sy hoofkwartier nie op die plek geleë is waar hy by aanstelling woonagtig is nie, word die koste verbonde aan die vervoer van daardie regter of persoon en sy gesin, huisbediendes en besittings na sy nuwe hoofkwartier uit staatsgeld bestry: Met dien verstande dat die vervoerkoste ten opsigte van daardie regter of persoon, sy gesin en bediendes nie die koste van eersteklasse reisekaartjies oorskry nie, tensy magtiging vir die gebruik van ander vervoer deur die Minister verleen is.

(b) Indien die minister kragtens paragraaf (a) magtiging verleen dat 'n regter of persoon van private vervoer gebruik mag maak, kan daardie regter of persoon vergoed word teen 'n tarief van 62c per kilometer.

(2) (a) Wanneer besittings vervoer moet word, vra die griffier van die afdeling waarvandaan sodanige besitting vervoer moet word, skriftelike tenders van minstens ses vervoerkontraakteurs vir die verpakking, laai, aflaai en uitpak van die besittings vir vervoer per trein en, indien die betrokke regter of persoon dit verlang, vir die vervoer daarvan per pad.

(b) Die laagste tender vir die verpakking, laai, aflaai en uitpak van die besittings moet deur die griffier aanvaar word, maar die Minister kan die aanvaarding van 'n hoër tender goedkeur indien daar na sy mening goeie redes bestaan vir die verwerping van die laagste tender.

(3) Die Staat is nie verantwoordelik vir enige assuransiepremies ten opsigte van die vervoer van besittings nie: Met dien verstande dat premies ten opsigte van assuransiedekking by die vervoer van besittings per pad uit staatsgeld betaal kan word indien die laagste padvervoertender sodanige premies as 'n integrerende deel daarvan insluit.

(4) (a) Hoogstens twee motorvoertuie van 'n regter of persoon in subregulasie (1) genoem, mag per trein op staatskoste vervoer word, mits dit op die eienaar se risiko geskied.

(b) Actual incidental expenses incurred in loading and unloading the vehicle or vehicles referred to in paragraph (a) may be reimbursed from public funds.

(5) The transportation of the effects referred to in this regulation shall take place within 12 months after the transfer or appointment of the judge or person concerned, unless the Minister grants permission for the postponement of the transport thereof.

(6) The Minister may in exceptional cases approve the transportation of the effects of a judge or person mentioned in subregulation (1) at State expense and their storage in a warehouse at his previous headquarters or residence or at his new headquarters for a period not exceeding 12 months and, thereafter, their transportation to his new residence: Provided that the registrar concerned shall call for at least six tenders for the performance of the services and the lowest tender is accepted by him, but the Minister may, approve the acceptance of a higher tender if in his opinion there are good reasons for the rejection of the lowest tender.

(7) A judge of the Appellate Division performing active service and who is not permanently resident in Bloemfontein may once, subject to the provisions of subregulations (1), (2) and (3), transport part of his effects and library, separately or together, to Bloemfontein at State expense to meet his office and accommodation needs.

16. (1) On discharge from active service or removal from office in terms of section 10 of the Act or on death of a judge his effects may be transported, once only, at State expense to any place in the Republic of South Africa where he or his surviving spouse, as the case may be, is to settle, in which case the provisions of regulation 15 shall *mutatis mutandis* apply.

(2) The transportation referred to in subregulation (1) shall be effected not earlier than two months prior to and not later than 12 months after the date of such discharge or removal and in the case of death not later than 12 months after the date of death unless the Minister is satisfied that owing to exceptional circumstances the transportation of effects in terms of subregulation (1) must be effected earlier than two months prior to the date of such discharge or removal or later than 12 months after the date of discharge, removal or death, in which case he may grant permission for the effects to be transported earlier or grant an extension of time for such transportation.

17. The provisions of regulations 9 (1) and 10 shall not apply to a permanent or acting judge seconded to a state the territory of which formerly formed part of the Republic.

18. Government Notices Nos. R. 15 of 7 January 1972, R. 107 of 21 January 1972, R. 1401 of 10 August 1973, R. 193 of 15 February 1974, R. 1149 of 13 June 1975, R. 280 of 20 February 1976, R. 1652 of 10 September 1976, R. 1863 of 15 October 1976, R. 293 of 25 February 1977, R. 1729 of 2 September 1977, R. 2319 of 16 October 1979, R. 1671 of 31 July 1981, R. 619 of 31 March 1982, R. 646 of 25 March 1983, R. 950 of 6 May 1983, R. 2654 of 2 December 1983, R. 1304 of 14 June 1985, R. 1438 of 28 June 1985, R. 1438 of 11 July 1986, R. 243 of 6 February 1987 and R. 613 of 31 March 1989 are hereby repealed.

(b) Werklike toevallige uitgawes aangegaan by die laai of aflaai van die voertuig of voertuie in paragraaf (a) bedoel, kan uit staatsgeld vergoed word.

(5) Die vervoer van die besittings in hierdie regulasie bedoel, moet binne 12 maande na die oorpasing of aanstelling van die betrokke regter of persoon geskied, tensy die Minister toestemming verleen vir die uitstel van die vervoer daarvan.

(6) Die Minister kan in uitsonderlike gevalle goedkeur dat die besittings van 'n regter of persoon in subregulasie (1) vermeld op staatskoste vervoer en by sy vorige hoofkwartier of tuiste of by sy nuwe hoofkwartier in 'n pakhuis opgeberg word vir 'n tydperk van hoogstens 12 maande en daarna na sy nuwe tuiste vervoer word: Met dien verstande dat die betrokke griffier minstens ses tenders vir die uitvoering van die dienste vra en die laagste tender deur hom aanvaar word, maar die Minister kan die aanvaarding van 'n hoër tender goedkeur indien daar na sy mening goeie redes bestaan vir die verwerping van die laagste tender.

(7) 'n Regter van die Appèlafdeling wat aktiewe diens verrig en wat nie permanent in Bloemfontein woonagtig is nie, kan behoudens die bepalings van subregulasies (1), (2) en (3), 'n gedeelte van sy besittings en boekery, gesamentlik of afsonderlik, eenmalig op staatskoste na Bloemfontein laat vervoer om in sy kantoor- en akkommodasiebehoeftes te voorsien.

16. (1) By ontheffing van aktiewe diens of die ontheffing van sy amp ingevolge artikel 10 van die Wet of by afsterwe van 'n regter kan sy besittings slegs een keer na enige plek in die Republiek van Suid-Afrika waar hy of sy oorlewende gade, na gelang van die geval, hom of haar gaan vestig, op staatskoste vervoer word, en in dié geval is die bepalings van regulasie 15 *mutatis mutandis* van toepassing.

(2) Die vervoer in subregulasie (1) bedoel mag nie vroeër as twee maande voor en nie later as 12 maande na die datum van daardie ontheffing en, in die geval van afsterwe, nie later as 12 maande na die datum van afsterwe geskied nie, tensy die Minister daarvan oortuig is dat die vervoer van besittings ooreenkomstig subregulasie (1) weens buitengewone omstandighede vroeër as twee maande voor die datum van die ontheffing of later as 12 maande na die datum van die ontheffing of afsterwe moet geskied, in watter geval hy toestemming kan verleen tot die vervroeging of die uitstel van die vervoer daarvan.

17. Die bepalings van regulasies 9 (1) en 10 is nie van toepassing op 'n permanente of waarnemende regter wat aan 'n staat waarvan die grondgebied voorheen deel van die Republiek uitgemaak het gesekondeer is nie.

18. Goewermentskennisgewings Nos. R. 15 van 7 Januarie 1982, R. 107 van 21 Januarie 1972, R. 1401 van 10 Augustus 1973, R. 193 van 15 Februarie 1974, R. 1149 van 13 Junie 1975, R. 280 van 20 Februarie 1976, R. 1652 van 10 September 1976, R. 1863 van 15 Oktober 1976, R. 293 van 25 Februarie 1977, R. 1729 van 2 September 1977, R. 2319 van 16 Oktober 1979, R. 1671 van 31 Julie 1981, R. 619 van 31 Maart 1982, R. 646 van 25 Maart 1983, R. 950 van 6 Mei 1983, R. 2654 van 2 Desember 1983, R. 1304 van 14 Junie 1985, R. 1438 van 28 Junie 1985, R. 1438 van 11 Julie 1986, R. 243 van 6 Februarie 1987 en R. 613 van 31 Maart 1989 word hierby herroep.

DEPARTMENT OF MANPOWER

No. R. 1303

23 June 1989

WAGE ACT, 1957

CANCELLATION OF WAGE DETERMINATION

The Acting Minister of Manpower proposes, in terms of section 16 of the Wage Act, 1957, to cancel Wage Determination 348: Stevedoring Trade in the Magisterial Districts of The Cape, Port Elizabeth, East London and Durban, published under Government Notice No. R. 2311 of 15 December 1972.

Any person who desires to comment on the proposed cancellation should submit such comment within 30 days from the date of publication hereof to the Director General: Manpower, Private Bag X117, Pretoria, 0001.

No. R. 1318

23 June 1989

LABOUR RELATIONS ACT, 1956

INDUSTRIAL COUNCIL FOR THE LOCAL GOVERNMENT UNDERTAKING.—AGREEMENT FOR THE EAST RAND DIVISION—CORRECTION NOTICE

The following corrections to Government Notice No. R. 1139 appearing in *Government Gazette* No. 11914 of 9 June 1989 are published for general information:

In the English and Afrikaans texts of the Schedule, substitute the undermentioned clause 5 for the existing clause 5 and insert the following new clause 6:

"5. REMUNERATION AND SALARY INCREMENTS

(1) *Remuneration of employees.*—Notwithstanding the provisions of any law, a council may—

(a) pay an employee on appointment, transfer or promotion a salary or wage at a rate higher than the minimum of the applicable scale;

(b) grant an employee a special increment within the scale applicable to him; and

(c) if an employee is exceptionally efficient or holds special qualifications or has rendered meritorious service, or if it is in the interest of a council's service, grant such employee a special salary increment within the scale applicable to him, or pay him a salary or wage on a higher scale or grant him any other suitable reward.

(2) *Acting allowance.*—When, by resolution of a council, an employee acts in a higher post for a period of not less than 20 consecutive working days, he shall be paid an acting allowance calculated at a rate equal to one half of the difference between the maxima of the salary scales for the two posts and in proportion to the period in which he was acting: Provided that the council may decide on the payment of an acting allowance to an employee who may act for a shorter period than 20 working days: Provided further that no acting allowance shall be paid to an employee which, together with his salary, is more than that of the occupier of the post for whom he is acting.

(3) *Cession of wage, salary or money prohibited.*—An employee shall not without the council's written consent cede any right, title, interest or claim in respect of wage or salary or money due or to become due to him by the council.

(4) *Salary increments.*—Subject to the provisions of subclause (1) (c) and clause 9 (19), the salary of an employee shall, with effect from the first day of his incremental month and on completion of every incremental period, be increased in accordance with the grading scheme by one salary notch within the limits of the scale applicable to him: Provided that a council may withhold an employee's salary increment if the council regards his service as unsatisfactory, and in such event the council shall notify the employee in writing of its decision and the reasons therefor: Provided further that if the council is satisfied that such employee's services were satisfactory during the period when his salary increment was withheld, the council shall pay such employee, from a date fixed by the council, at the notch of the scale which would have been applicable to him had the salary increment not been withheld, and such employee shall retain his former incremental date.

DEPARTEMENT VAN MANNEKRAG

No. R. 1303

23 Junie 1989

LOONWET, 1957

INTREKKING VAN LOONVASSTELLING

Die Waarnemende Minister van Mannekrag is van voorneme om kragtens artikel 16 van die Loonwet, 1957, Loonvasstelling 348: Stuwadoorsbedryf in die landdrostdistrikte Die Kaap, Port Elizabeth, Oos-Londen en Durban, gepubliseer by Goewermentskennisgewing No. R. 2311 van 15 Desember 1972, in te trek.

Enige persoon wat kommentaar oor die voorgestelde intrekking wil lewer, moet sodanige kommentaar binne 30 dae vanaf die datum van publikasie hiervan aan die Direkteur-generaal: Mannekrag, Privaatsak X117, Pretoria, 0001, voorlê.

No. R. 1318

23 Junie 1989

WET OP ARBEIDSVERHOUDINGE, 1956

NYWERHEIDSRAAD VIR DIE PLAASLIKE BESTUURSONDERNEMING.—OOREENKOMS VIR DIE OOS-RAND AFDELING—VERBETERINGS-KENNISGEWING

Die volgende verbeterings aan Goewermentskennisgewing No. R. 1139 wat in *Staatskoerant* No. 11914 van 9 Junie 1989 verskyn, word vir algemene inligting gepubliseer:

In die Afrikaanse en Engelse tekse van die Bylae, vervang die bestaande klousule 5 deur die onderstaande klousule 5 en voeg die volgende nuwe klousule 6 in:

"5. BESOLDIGING EN SALARISVERHOOGING

(1) *Besoldiging van werknemers.*—Ondanks alle wetsbepalings kan 'n raad—

(a) aan 'n werknemer by aanstelling, oorpasing of bevordering 'n salaris of loon betaal teen 'n hoër bedrag as die minimum van die toepaslike skaal;

(b) 'n werknemer se salaris spesiaal verhoog binne die skaal wat op hom van toepassing is; en

(c) indien 'n werknemer buitengewoon bekwaam is of spesiale kwalifikasies besit of verdienstelike diens gelewer het, of indien dit in die belang van 'n raad se diens is so 'n werknemer se salaris spesiaal verhoog binne die skaal wat op hom van toepassing is, of aan hom 'n salaris of loon ooreenkomstig 'n hoër skaal betaal of aan hom ander geskikte beloning toeken.

(2) *Waarnemingstoelae.*—Wanneer 'n werknemer by besluit van die raad minstens 20 agtereenvolgende werkdade in 'n hoër pos waarneem, moet aan hom 'n waarnemingstoelae betaal word, bereken teen 'n tarief wat gelyk is aan die helfte van die verskil tussen die maksima van die salarisskale van die twee poste en bereken in verhouding tot die tydperk van waarneming: Met dien verstande dat waar daar vir 'n tydperk van minder as 20 werkdade waargeneem word, die raad kan besluit oor die betaling van 'n waarnemingstoelae: Voorts met dien verstande dat aan 'n werknemer wat waarneem nie 'n waarnemingstoelae betaal moet word wat, saam met sy salaris, meer is as die salaris van die bekleër van die pos waarin hy waarneem nie.

(3) *Sessie van loon, salaris of geld verbode.*—'n Werknemer mag geen reg, titel, belang of eis ten opsigte van loon, salaris of geld wat aan hom deur 'n raad verskuldig is of sal word sonder die skriftelike toestemming van die raad seeder nie.

(4) *Salarisverhogings.*—Behoudens subklousule (1) (c) en klousule 9 (19) moet die salaris van 'n werknemer met ingang van die eerste dag van sy verhogingsmaand en na voltooiing van elke verhogingstydperk ooreenkomstig die graderingskema verhoog word met een salariskerf binne die perke van die skaal wat op hom van toepassing is: Met dien verstande dat 'n raad 'n werknemer se salarisverhoging kan terughou as die raad sy diens as onbevredigend beskou, en in so 'n geval moet die raad die werknemer skriftelik in kennis stel van sy besluit en die redes daarvoor: Voorts met dien verstande dat indien die raad daarvan oortuig is dat so 'n werknemer se diens bevredigend was gedurende die tydperk waarin sy salarisverhoging teruggehou is, die raad so 'n werknemer vanaf 'n datum deur die raad bepaal, moet betaal teen die kerf van die skaal wat op hom van toepassing sou gewees het indien die salarisverhoging nie teruggehou was nie, en so 'n werknemer behou sy vorige verhogingsdatum.

6. DISCIPLINARY MEASURES

(1) *Definition of misconduct.* — An employee shall be deemed to be guilty of misconduct if he —

- (a) wilfully contravenes or fails to comply with any provisions of this Agreement; or
- (b) wilfully does, allows or causes to be done anything detrimental to a council, its discipline or efficiency; or
- (c) disobeys or disregards or makes wilful default in carrying out a lawful order given to him by a person having authority to give same, or by word or conduct displays insubordination; or
- (d) is negligent or indolent in the discharge of his duties; or
- (e) conducts himself in a disgraceful, improper, unbecoming or dishonest manner; or
- (f) partakes of intoxicating liquor or drugs to such an extent that he is unable to perform his duties properly; or
- (g) discloses or uses, otherwise than in the discharge of his duties, information acquired in the course thereof, without the prior consent of a council; or
- (h) is guilty of corruption or accepts a bribe; or
- (i) misappropriates or wilfully or negligently damages a council's property or uses or causes same to be used in an improper or unauthorised manner; or
- (j) commits a criminal offence and is sentenced to imprisonment without the option of a fine; or
- (k) absents himself from his office or duty without leave or valid cause; or
- (l) wilfully and deliberately makes an inaccurate or false statement in order to benefit himself in his office or to cause injury or prejudice to a council's service or any person in the council's service.

(2) *Procedure in case of misconduct.* — (a) When an employee is accused of misconduct in terms of these conditions of service, the head of the department concerned may order a person appointed by the council (hereinafter referred to as the prosecutor) to charge such employee.

(b) Within seven working days of the order to the prosecutor in terms of paragraph (a), he shall draw up a complete charge sheet setting out the charge and shall forthwith serve or have the charge sheet served upon the accused.

(c) The accused may reply to the charge and if he admits guilt, the charge shall be regarded as proved.

(d) The council may at any time before or after the employee has been charged under paragraph (a) suspend such employee should the council be of the opinion that it would be detrimental to the interests of the council if the employee should continue with his duties at such stage.

(e) An employee suspended in terms of paragraph (d) shall, while he is suspended, receive his normal salary or wage, unless the council determines otherwise, and should such employee receive no salary or wage, he may accept other work for remuneration.

(f) If a suspended employee is not charged within seven days under this clause, or if a charge against an employee is withdrawn or not proved, he shall be allowed to resume duty, his full pay for the period of his suspension shall be paid to him in the event of his not having received it during that period and he shall retain any pay received by him in terms of paragraph (e).

(g) A council may cancel the suspension at any time, and despite such cancellation the proceedings in connection with the charge may be continued.

(h) (i) If —

(aa) the employee admits the charge; or

(ab) the head of the department, after having heard the employee personally or considered his written reply, is convinced that the employee is guilty of the misconduct with which he has been charged;

and if the head of the department is of the opinion that the charge is not of a serious nature, he may reprimand the employee or fine him an amount not exceeding R50, which fine may be recovered by deducting it from the employee's remuneration.

6. TUGMAATREËLS

(1) *Omskrywing van wangedrag.* — 'n Werknemer word geag hom aan wangedrag skuldig te gemaak het as hy —

- (a) opsetlik 'n bepaling van hierdie Ooreenkoms oortree of versuim om daaraan te voldoen; of
- (b) opsetlik iets doen wat nadelig is vir 'n raad, sy dissipline of doeltreffendheid of dit laat doen of toelaat dat dit gedoen word; of
- (c) 'n wettige opdrag wat aan hom gegee word deur iemand wat die bevoegdheid het om dit te gee nie gehoorsaam nie, dit verontagsaam of opsetlik versuim om dit uit te voer, of hom deur woord of daad aan insubordinasie skuldig maak; of
- (d) nalatig of traag is in die uitvoering van sy pligte; of
- (e) hom op 'n skandelijke, onbehoorlike, onbetaamlike of oneerlike wyse gedra; of
- (f) bedwelmende drank of dwelmmiddels dermate gebruik dat hy nie in staat is om sy pligte behoorlik uit te voer nie; of
- (g) behalwe by die uitvoering van sy pligte, inligting wat in die loop van sy diens verkry is, sonder die vooraf verkreeë toestemming van 'n raad bekend maak of gebruik; of
- (h) hom skuldig maak aan korrupsie of omkoopgeld aanneem; of
- (i) 'n raad se eiendom wederregtelik toeëien of dit opsetlik of op nalatige wyse beskadig of op onbehoorlike of ongeoorloofde wyse gebruik of laat gebruik; of
- (j) 'n kriminele misdryf pleeg en gevonnissen word tot gevangenisstraf sonder die keuse van 'n boete; of
- (k) sonder verlof of geldige rede van sy kantoor of diens wegbly; of

(l) willens en wetens 'n onjuiste of valse verklaring aflê om homself in sy amp te bevoordeel of om 'n raad se diens of iemand in die raad se diens te benadeel of daaraan afbreuk te doen.

(2) *Prosedure ingeval van wangedrag.* — (a) Wanneer 'n werknemer ingevolge hierdie diensvoorwaardes van wangedrag beskuldig word, kan die hoof van die betrokke departement iemand deur die raad aangewys (hierna die aanklaer genoem) gelas om so 'n werknemer aan te kla.

(b) Binne sewe werkdade nadat die aanklaer ingevolge paragraaf (a) daartoe gelas is, moet hy 'n volledige klagstaat opstel waarin die aanklag uiteengesit word en moet hy die klagstaat onverwyld aan die aangeklaagde beteken of laat beteken.

(c) Die aangeklaagde kan op die aanklag antwoord en as hy skuld erken, word die aanklag as bewese beskou.

(d) Die raad kan te eniger tyd voor- of nadat die werknemer kragtens paragraaf (a) aangekla is, so 'n werknemer skors, indien die raad van oordeel is dat die Raad se belange geskaad kan word indien die werknemer in daardie stadium met sy werk voortgaan.

(e) 'n Werknemer wat ingevolge paragraaf (d) geskors word, moet sy normale salaris of loon ontvang solank hy geskors is, tensy die raad anders bepaal, en indien so 'n werknemer geen salaris of loon ontvang nie, kan hy ander werk teen besoldiging aanvaar.

(f) Indien 'n werknemer wat geskors is nie binne sewe dae ingevolge hierdie klousule aangekla word nie, of indien 'n aanklag teen 'n werknemer teruggetrek word of nie bewys word nie, moet hy toegelaat word om weer diens te aanvaar, moet sy volle besoldiging vir die tydperk van sy skorsing aan hom betaal word as hy dit nie gedurende daardie tydperk ontvang het nie en moet hy die besoldiging wat hy ingevolge paragraaf (e) ontvang het, behou.

(g) 'n Raad kan die skorsing te eniger tyd intrek, en ondanks so 'n intrekking kan die verrigtinge in verband met die aanklag voortgesit word.

(h) (i) Indien —

(aa) die werknemer die aanklag erken; of

(ab) die hoof van die departement, nadat hy die werknemer persoonlik aangehoor of sy skriftelike antwoord oorweeg het, daarvan oortuig is dat die werknemer skuldig is aan die wangedrag waarvan hy aangekla word;

en die hoof van die departement van oordeel is dat die aanklag nie van 'n ernstige aard is nie, kan hy die werknemer berispe of met 'n bedrag van hoogstens R50 beboet, welke boete verhaal kan word deur dit van die werknemer se besoldiging af te trek.

(ii) A reprimand or fine imposed upon an employee in terms of subparagraph (i) shall be conveyed to the employee concerned in writing within seven working days by or on behalf of the head of the department and be recorded in his personal file.

(iii) An employee against whom action has been taken in terms of subparagraph (i) (aa) or (ab) may, within seven working days after having been notified of such action, appeal against the finding of the head of the department or the fine, or both the finding and the fine, by notifying the head of the department concerned, in writing, to that effect, and the head of the department concerned shall supply the trade union with a copy of such notice within seven working days.

(iv) Subject to the provisions of this subclause, a committee appointed by a council for this purpose (hereinafter referred to as the "committee"), shall investigate the charge and such investigation shall commence within 20 working days of the date on which the charge was served, and the prosecutor, in consultation with the committee and the person charged, shall fix the date, time and place of the investigation: Provided that the accused shall be given at least seven working days' written notice of the investigation. The trade union shall be entitled to appoint representatives to attend such investigation as observers.

(i) The prosecutor may adduce evidence and advance arguments in support of the charge and may cross-examine any person giving evidence on behalf of the person charged.

(j) At the investigation, the person charged shall have the right to be present and, either in person or through a representative, to be heard, to cross-examine any person called as a witness in support of the charge, to inspect any book or document submitted in evidence, to give evidence himself, to call any other person as witness and to address the committee on the evidence and the charge, conviction and sentence.

(k) The committee shall keep a record of the proceedings at the investigation and of the evidence given.

(l) Failure by the person charged to attend the investigation, either in person or through a representative, shall not invalidate the proceedings.

(m) If the misconduct with which the employee is charged is an offence of which he has been found guilty by a court of law, a certified copy of the record of his hearing and conviction by that court, after the said employee has been identified as the person referred to in such record, shall be sufficient proof that he is guilty of an offence.

(n) After completion of the investigation, the committee shall notify the council and the person charged forthwith in writing of its findings.

(o) The record of the proceedings or a copy thereof shall be furnished to the person charged if he applies therefor within seven working days after he has been informed of the committee's findings.

(p) If the committee finds that the charge has been proved, the committee may, notwithstanding the provisions of any law—

(i) caution or reprimand the person charged; or

(ii) recommend to the council that—

(aa) the person charged be transferred to another post in the council's service in the same or lower grade; or

(ab) the salary or grade, or both, of the person charged be reduced or his salary increment be withheld for a specified period; or

(ac) the person charged be dismissed or that he be called upon to resign from the council's service as from a specified date: Provided that if he fails to comply with the request, he shall be deemed to have been dismissed as from the specified date; or

(ad) in the case of (aa) or (ab) (*supra*), either the whole or a part of the sentence be suspended for a period not exceeding 12 months on such condition(s) as the council deems fit under the circumstances.

(q) After consideration of a recommendation in terms of paragraph

(p) (ii), the council may—

(i) adopt such recommendation; or

(ii) impose any penalty referred to therein.

(r) If an employee suspended in terms of paragraph (d) is not dismissed or called upon to resign, he shall be permitted to resume duty forthwith and, in such event, he shall be paid in full for the period of his suspension in the event of his not having received payment during that period and he shall retain any remuneration received by him in terms of paragraph (e).

(ii) 'n Berisping of boete wat ingevolge subparagraaf (i) opgelê is, moet binne sewe werkdade skriftelik deur of namens die hoof van die departement aan die betrokke werknemer oorgedra en op sy persoonlike lêer aangeteken word.

(iii) 'n Werknemer teen wie daar ingevolge subparagraaf (i) (aa) of (ab) opgetree is, kan binne sewe werkdade nadat hy van sodanige optrede verwittig is teen die hoof van die departement se bevinding of die boete of beide die bevinding en die boete appèl aangeteken deur die aanklaer skriftelik kennis met dié strekking te gee, en 'n afskrif van sodanige kennisgewing moet binne sewe werkdade deur die aanklaer aan die vakvereniging gerig word.

(iv) Behoudens hierdie subklousule, moet 'n komitee vir dié doel deur 'n raad aangewys (hierna die "komitee" genoem) die aanklag ondersoek, en daar moet binne 20 werkdade vanaf die datum van betekening van die aanklag met so 'n ondersoek begin word, en die aanklaer moet in oorleg met die komitee en die aangeklaagde die datum, tyd en plek van die ondersoek vasstel: Met dien verstande dat die aangeklaagde minstens sewe werkdade skriftelike kennis van die ondersoek gegee moet word. Die vakvereniging kan verteenwoordigers aanwys om sodanige ondersoek as waarnemers by te woon.

(i) Die aanklaer kan getuienis en argumente aanvoer ter staving van die aanklag en kan iemand wat ten behoeve van die aangeklaagde getuig, kruisvra.

(j) Die aangeklaagde het die reg om by die ondersoek teenwoordig te wees en, hetsy persoonlik of deur 'n verteenwoordiger, aangehoor te word, iemand wat as getuie ter staving van die aanklag geroep is, te kruisvra, alle boeke of dokumente wat as getuienis voorgelê word, te inspekteer, self getuienis af te lê, enige ander persoon as getuie te roep en die komitee toe te spreek oor die getuienis en die aanklag, skuldigebevinding en vonnis.

(k) Die komitee moet 'n rekord hou van die verrigtinge by die ondersoek en van die getuienis wat afgelê is.

(l) Versuim deur die aangeklaagde om die ondersoek by te woon, hetsy persoonlik of deur 'n verteenwoordiger, maak die verrigtinge nie ongeldig nie.

(m) As die wangedrag waarvan die werknemer aangekla word 'n misdryf is waaraan hy deur 'n geregtshof skuldig bevind is, is 'n gesertifiseerde afskrif van die rekord van sy verhoor en skuldigebevinding deur daardie hof, nadat vermelde werknemer geïdentifiseer is as die persoon wat in so 'n rekord genoem is, afdoende bewys dat hy skuldig is aan 'n misdryf.

(n) Nadat die ondersoek afgehandel is, moet die komitee onverwyld die raad en die aangeklaagde skriftelik in kennis stel van sy bevinding.

(o) Die rekord van die verrigtinge of 'n afskrif daarvan moet aan die aangeklaagde verstrekk word indien hy binne sewe werkdade nadat hy van die komitee se bevinding in kennis gestel is, daarom aansoek doen.

(p) Indien die komitee bevind dat die aanklag bewys is, kan die komitee ondanks alle wetsbepalings—

(i) die aangeklaagde waarsku of berispe; of

(ii) by die raad aanbeveel dat—

(aa) die aangeklaagde na 'n ander pos in die raad se diens oorgeplaas word in dieselfde of 'n laer rang; of

(ab) die aangeklaagde se salaris of rang, of albei, verlaag of sy salarisverhoging vir 'n bepaalde tyd teruggehou word; of

(ac) die aangeklaagde ontslaan word of dat hy aangesê word om uit die raad se diens te bedank met ingang van 'n bepaalde datum: Met dien verstande dat as hy nie bedank soos aangesê nie, hy ontslaan geag word vanaf die bepaalde datum; of

(ad) in die geval van (aa) of (ab) (*supra*), of die geheel of 'n deel van die vonnis opgeskort word vir 'n tydperk van hoogstens 12 maande op sodanige voorwaarde(s) as wat die raad onder die omstandighede toepaslik ag.

(q) Na oorweging van 'n aanbeveling ingevolge paragraaf (p) (ii) kan die raad—

(i) sodanige aanbeveling aanvaar; of

(ii) 'n daarin vermelde straf opleë.

(r) As 'n werknemer wat ingevolge paragraaf (d) geskors is nie ontslaan of aangesê word om te bedank nie, moet hy toegelaat word om onverwyld diens te hervat en in so 'n geval moet hy vir die tydperk van sy skorsing ten volle betaal word as hy nie gedurende daardie tydperk besoldiging ontvang het nie en moet hy besoldiging wat hy ingevolge paragraaf (e) ontvang het, behou.

(3) *Manner in which notice shall be given or furnished.*—When a notice, statement or other document is required to be given or furnished to or served upon any person under subclause (2) or any matter is to be communicated to any such person in writing, such notice, statement, document or communication shall be forwarded to him by registered post or delivered to him or left at his last known place of residence.”

No. R. 1327

23 June 1989

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—AMENDMENT OF MAIN AGREEMENT

I, Eli van der Merwe Louw, Acting Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the date of publication of this notice and for the period ending 30 June 1989, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (d), shall be binding, with effect from the date of publication of this notice and for the period ending 30 June 1989, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

E. VANDER M. LOUW,
Acting Minister of Manpower.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY

MAIN AGREEMENT

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

Association of Electrical Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association of South Africa
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association
Hand Tool Manufacturers' Association
Heavy Engineering Manufacturers' Association
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa

(3) *Wyse waarop kennis gegee of verstrekk moet word.*—Wanneer 'n kennisgewing, verklaring of ander dokument ingevolge subklousule (2) aan 'n persoon gegee, verstrekk of beteken moet word of 'n saak skriftelik aan so 'n persoon meegedeel moet word, moet so 'n kennisgewing, verklaring, dokument of mededeling per geregistreerde pos aan hom gestuur of aan hom afgelewer of by sy laaste bekende woonplek gelaat word.”

No. R. 1327

23 Junie 1989

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN HOOFOOREENKOMS

Ek, Eli van der Merwe Louw, Waarnemende Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1989 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (d), met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1989 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

E. VANDER M. LOUW,
Waarnemende Minister van Mannekrag.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID

HOOFOOREENKOMS

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

Association of Electrical Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association of South Africa
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association
Hand Tool Manufacturers' Association
Heavy Engineering Manufacturers' Association
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa

Plastics Manufacturers' Association of South Africa
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Pump Manufacturers' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Engineering and Allied Workers' Union of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Metal and Allied Workers' Union of South Africa
 Mineworkers' Union
 National Automobile and Allied Workers' Union
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

being the parties to National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry,

to amend the Agreement published under Government Notice No. R. 2545 of 13 December 1988 (hereinafter referred to as the Re-enacting Agreement).

PART I

1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay;

(b) in the Provinces of the Transvaal and Natal by the section of the Industry concerned with the installation, repair and servicing of radios, refrigerators and domestic electrical appliances;

(c) in the Magisterial Districts of Durban, East London, Johannesburg, Pietersburg, Pinetown and The Cape by the section of the Industry concerned with radio manufacture;

(d) by all employers and employees who are members of the employers' organisations and trade unions respectively.

(2) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall not apply to—

(a) the installation, repair and servicing of radios and domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;

(b) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;

(c) the manufacture of aluminium sheet and/or foil and inter-related operations;

Plastics Manufacturers' Association of South Africa
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Pump Manufacturers' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Engineering and Allied Workers' Union of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Metal and Allied Workers' Union of South Africa
 Mynwerkersunie
 National Automobile and Allied Workers' Union
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid,

om die Ooreenkoms gepubliseer by Goewermenskennisgewing No. R. 2545 van 13 Desember 1988 (hierna die Herbekragtigingsooreenkoms genoem), te wysig.

DEEL I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word—

(a) in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai;

(b) in die provinsies Transvaal en Natal deur die sektor van die Nywerheid betrokke by die installering, herstel en versiening van radio's, koelkaste en huishoudelike elektriese toestelle;

(c) in die landdrostdistrikte Die Kaap, Durban, Johannesburg, Oos-Londen, Pietersburg en Pinetown deur die sektor van die Nywerheid betrokke by die vervaardiging van radio's;

(d) deur alle werkgewers en werknemers wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is.

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

(a) die installering, herstel en versiening van radio's en huishoudelike elektriese toestelle in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;

(b) die vervaardiging, vir verkoop, van standaard snelygereedskap gemaak van sneldraaistaal deur middel van installasies en/of uitrusting en/of metodes wat spesifiek aangepas en/of ontwerp is vir produksie deur middel van herhalingsprosesse, in die landdrostdistrikte Johannesburg, Boksburg, Vereeniging en Pietermaritzburg;

(c) die vervaardiging van aluminiumplaat en/of -foelie en werk-saamhede wat in verband daarmee staan;

(d) the installation and/or repair and/or maintenance of electrical lifts and escalators;

(e) the production of iron and/or steel and/or ferro-alloys;

(f) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition "Electrical Engineering Industry" in section 3 of Part I of this Agreement in the Provinces of the Cape of Good Hope and the Orange Free State;

(g) the manufacture of tungsten carbide (hard metal);

(h) the assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;

(i) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;

(j) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;

(k) the manufacture of plumbers' and/or engineers' brassware by means of gravity die-casting and/or pressure die-casting and/or hot pressing and/or machining;

(l) the undertaking of Union Steel Corporation of South Africa (Pty) Limited in the Magisterial District of Vereeniging, Transvaal;

(m) the Locksmithing Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape.

(n) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria.

(o) the undertaking of Alusaf (Pty) Ltd, in the Magisterial District of Lower Umfolozi;

(p) (i) the manufacture by mass production methods from sheet metal of a gauge not exceeding 2 108 mm of—

(aa) commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of his own products;

(ab) bottle, jar and other container closures;

(ac) plain or lithographed metal toys;

(ad) plain or lithographed display tablets;

(ii) the manufacture of plain or lithographed, rigid and/or collapsible tubes from non-ferrous metal slugs. For the purposes of this subparagraph, "rigid tube" means a container.

(For the purposes of subparagraphs (i) and (ii), a "container" means a plain or lithographed article designed for the packing for transport or sale of products and capable of being closed by means of a lid or cap or any other type of closure);

(q) the manufacture from tinplate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinplate.

(3) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall apply to—

(a) apprentices only to the extent to which they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder; and

(b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of the Act or any conditions fixed thereunder.

(d) die installing en/of herstel en/of onderhoud van elektriese hysers en roltrappe;

(e) die produksie van yster en/of staal en/of ysterlegerings;

(f) die installing, onderhoud en herstel van elektriese uitrusting soos bedoel in paragraaf (b) van die omskrywing "Elektrotegniese Ingenieursnywerheid" in klousule 3 van Deel I van hierdie Ooreenkoms in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;

(g) die vervaardiging van wolframkarbid (harde metaal);

(h) die monteer, versiening, installing, onderhoud en/of herstel van instrumente, uitrusting, masjiene, toestelle en apparaat, hetsy dit gebruik maak van hand-, fotografiese, meganiese, elektriese, elektrostatiese of elektroniese beginsels, of enige kombinasie van sodanige beginsels, wat in die eerste plek bedoel is vir gebruik in rekeningkunde en/of sake- en/of berekenings- en/of kantoor- en/of opvoedkundige prosedures;

(i) die Nywerheid vir die Vervaardiging van Hortjiesblindes en Verwante Produkte in die provinsie Transvaal;

(j) die installing en/of herstel van dief- en/of ander soortgelyke alarmstelsels in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;

(k) die vervaardiging van loodgieters- en/of ingenieursgeelkoperware deur middel van swaartekragvormgiëting en/of drukvormgiëting en/of warmpers en/of masjinerie;

(l) die onderneming van die firma Union Steel Corporation of South Africa (Pty) Limited in die landdrosdistrik Vereeniging, Transvaal;

(m) die Slotmakerybedryf in die landdrosdistrikte Benoni, Boksburg, Die Kaap, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort en Springs;

(n) die produksie, vir verkoop, van sweiselektrodes deur middel van masjinerie en/of uitrusting en/of metodes wat spesifiek aangepas en/of ontwerp is vir produksie deur middel van herhalingsprosesse, in die landdrosdistrikte Brits, Germiston, Kempton Park en Pretoria;

(o) die onderneming van Alusaf (Pty) Ltd in die landdrosdistrik Lower Umfolozi;

(p) (i) die vervaardiging deur middel van massaproduksiemetodes uit plaatmetaal met 'n dikte van hoogstens 2 108 mm van—

(aa) kommersiële, gewone of gelitografeerde houers vir die verpakking van algemene handelsware, maar nie die vervaardiging van sodanige houers deur iemand vir die verpakking van sy eie produkte nie;

(ab) deksels vir bottels, flesse en ander houers;

(ac) gewone of gelitografeerde metaalspeelgoed;

(ad) gewone of gelitografeerde vertoonnette;

(ii) die vervaardiging van gewone of gelitografeerde, vaste en/of voubare buise uit nie-ysterhoudende metaalklomp. Vir die toepassing van hierdie subparagraaf beteken "vaste buis" 'n houer.

(Vir die toepassing van subparagrafe (i) en (ii) beteken 'n "houer" 'n gewone of gelitografeerde artikel wat ontwerp is vir die verpakking van produkte wat vervoer of verkoop moet word en wat met 'n deksel of doppe of ander soort prop toegemaak kan word);

(q) die vervaardiging uit tinplaat met 'n dikte van hoogstens 0,416 mm van koffers en ander houers wat ontwerp is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat, en van ander ware wat hoofsaaklik uit sodanige tinplaat vervaardig is.

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

(a) vakleerlinge slegs in die mate waarin dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens vasgestel; en

(b) kwekelinge wat opgelei word kragtens artikel 30 van die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is nie met daardie Wet of met voorwaardes daarkragtens vasgestel.

(4) Notwithstanding the limitation of the Agreement to the operations therein scheduled—

(a) the provisions of the sections relating to Leave Pay, Additional Leave Pay and Leave Bonus of Part I of this Agreement shall apply to all employees employed in operative processes receiving a rate of pay equivalent to or more than that prescribed from time to time in the Agreement for Rate D employees, whether paid weekly or monthly, but excluding payment for overtime;

(b) no person directly employed in a manufacturing or production process shall be paid a wage less than Rate I as prescribed from time to time in Part II of this Agreement.

For the purposes of this section, "employed in a manufacturing or production process" shall apply to those employees whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement. This provision shall not apply to the work carried out by administrative personnel and/or those employees employed on non-production operations.

(5) The conditions of employment of watchmen shall be regulated by the provisions of this Agreement except in respect of working hours, which shall be a maximum of 48 hours per week.

2. SECTION 4.—GENERAL PROVISIONS

Substitute the following for clause 4 of the Re-enacting Agreement:

"4. GENERAL PROVISIONS

The provisions contained in sections 3 to 8 (3) (d) inclusive, 8 (3) (f) to 8 (4) inclusive, 9 to 22 inclusive, 24 to 27 inclusive, 29 to 36 inclusive of Part I, and Part II of the Former Agreement (as amended and re-enacted from time to time), shall apply to employers and employees."

PART II

3. SECTION 1.—WAGES AND/OR EARNINGS

Substitute the following for subsection (1):

"(1) (a) Any employee who at the date of coming into operation of this Agreement was in receipt of a higher rate than that prescribed in the Agreement for the class of work upon which he is employed shall continue to receive not less than such higher rate while he is employed by the same employer on the same work or any other work for which a lower rate is prescribed.

(b) Every employee who on the date of coming into operation of this Agreement is employed by an employer on work classified in the Agreement shall, whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date plus, as a guaranteed personal minimum increase, an additional amount for his class of work, as follows:

Class of work	Amount per hour c
Rate A and A1.....	76
Rate AA:	
Employees in their first six months on continuous service on the above date	73
Thereafter	73
Rate AB.....	67
Rate B.....	63
Rate C.....	57
Rate D.....	52
Rate DD.....	52
Rate DDD.....	50
Rate E.....	48
Rate F.....	46
Rate G.....	43
Rates H and I.....	41
Apprentices	
First year.....	31
Second year.....	34
Third year.....	42
Fourth year.....	68

(4) Ondanks die beperking van die Ooreenkoms tot die werksaamhede daarin gelys—

(a) is die klousules aangaande Verlofbesoldiging, Addisionele Verlofbesoldiging en Verlofbonus in Deel I van hierdie Ooreenkoms van toepassing op alle werknemers wat operatiewe prosesse verrig en 'n loon ontvang wat gelyk is aan of meer is as dié wat in hierdie Ooreenkoms van tyd tot tyd voorgeskryf word vir Loon D-werknemers, hetsy weekliks of maandeliks besoldig, uitgesonderd betaling vir oortydwerk;

(b) mag niemand wat regstreeks werksaam is in 'n vervaardigings- of produksieproses 'n loon ontvang wat minder is as die loon soos in Deel II van hierdie Ooreenkoms van tyd tot tyd vir 'n Loon I-werknemer voorgeskryf nie.

Vir die toepassing van hierdie klousule in "werksaam in 'n vervaardigings- of produksieproses" van toepassing op werknemers wie se loonsake nie in hierdie Ooreenkoms gelys word nie maar wie se aktiwiteite regstreeks verwant is aan die skepping van ingenieursgoedere en/of dienste soos in die toepassingsbestek van hierdie Ooreenkoms omskryf. Hierdie bepaling is nie van toepassing op werk verrig deur administratiewe personeel en/of werknemers werksaam in nie-produktiewe werksaamhede nie.

(5) Die diensvoorwaardes van 'n wag word ooreenkomstig hierdie Ooreenkoms gereël, behalwe ten opsigte van werkure, wat hoogstens 48 uur per week is.

2. KLOUSULE 4.—ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtigingsooreenkoms deur die volgende:

"4. ALGEMENE BEPALINGS

Klousules 3 tot en met 8 (3) (d), 8 (3) (f) tot en met 8 (4), 9 tot en met 22, 24 tot en met 27, 29 tot en met 36 van Deel I, en Deel II van die Vorige Ooreenkoms (soos van tyd tot tyd gewysig en herbekragtig) is van toepassing op werkgevers en werknemers."

DEEL II

3. KLOUSULE 1.—LONE EN/OF VERDIENSTE

Vervang subklousule (1) deur die volgende:

"(1) (a) 'n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang het as dié wat in die Ooreenkoms voorgeskryf word vir die klas werk waarvoor hy in diens geneem is, moet nog minstens sodanige hoër loon ontvang terwyl hy by dieselfde werkgever in diens is en terwyl hy dieselfde werk verrig of ander werk waarvoor 'n laer loon voorgeskryf word.

(b) 'n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms by 'n werkgever in diens is vir die verrigting van werk wat in die Ooreenkoms ingedeel is, moet, terwyl hy in diens van dieselfde werkgever is en ongeag of sy werklike loon onmiddellik voor genoemde datum hoër was as die loon wat vir sy klas werk in hierdie Ooreenkoms gespesifiseer is, minstens die werklike loon betaal word wat hy onmiddellik voor genoemde datum ontvang het, plus as 'n gewaarborgde persoonlike minimum verhoging, die volgende addisionele bedrag vir sy klas werk:

Klas werk	Bedrag per uur c
Loon A en A1.....	76
Loon AA:	
Werknemers in hul eerste ses maande ononderbroke diens op bogenoemde datum	73
Daarna	73
Loon AB.....	67
Loon B.....	63
Loon C.....	57
Loon D.....	52
Loon DD.....	52
Loon DDD.....	50
Loon E.....	48
Loon F.....	46
Loon G.....	43
Loon H en I.....	41
Vakleerlinge	
Eerste jaar.....	31
Tweede jaar.....	34
Derde jaar.....	42
Vierde jaar.....	68

Vehicle driving:

(i) Drivers of vehicles having a pay-load of—

Up to and including 1 000 kg	46
Over 1 000 kg and up to 3 000 kg	47
Over 3 000 kg and up to 4 500 kg	51
Over 4 500 kg and up to 6 500 kg	52
Over 6 500 kg	52

(ii) Forklift driver

46

SCHEDULE F

Amount
per hour

c

Group Z	76
Group Y	63
Group IX	62
Group VIII	59
Group VII	55
Group VI	52
Group V	50
Group IV	48
Group III	46
Group II	44
Group I	43

Structural engineering

Category

Amount
per hour

c

5	76
4	69
3	58
2	48
1	41
1 (a)	38

Provided that—

(i) the additional amount payable in terms of this subsection to an employee for his class of work may be reduced by the amount of any increase or increases granted to such employee on or subsequent to 1 July 1988:

Provided that any employee shall be remunerated by the payment of an amount within 12 weeks after the date of the coming into operation of this Agreement on the basis stated below:

Amount per hour for the employee's class of work pre- scribed above	LESS, IF ANY,	Amount per hour of any increase granted to the em- ployee on or after 1 July 1988
--	---------------	---

multiplied by the number of hours which the employee concerned was entitled to payment of his wage for the period from the start of his first shift on or after 1 July 1988 to the first shift for which the amount per hour for the employee's class of work as prescribed above is paid or 13 December 1988, whichever is the later.

(ii) any employee who as engaged after 1 July 1988 at a rate of pay not less than the rate of pay prescribed for his class of work as at the date of coming into operation of this Agreement shall not be entitled to be paid the additional amount specified in the subsection for his class of work;

(iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subsection for his class of work has been awarded on or subsequent to 1 July 1988 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;

(iv) for the purposes of this Agreement the rate applicable in terms of this subsection shall *mutatis mutandis* apply to employees employed on 'incentive bonus work' in terms of section 10 of Part I of the Former Agreement;

Voertuie dryf:

(i) Drywers van voertuie met 'n loonvrag van—

Tot en met 1 000 kg	46
Meer as 1 000 kg tot en met 3 000 kg	47
Meer as 3 000 kg tot en met 4 500 kg	51
Meer as 4 500 kg tot en met 6 500 kg	52
Meer as 6 500 kg	52

(ii) Vurkhuyswadywer

46

BYLAE F

Bedrag
per
uur

c

Groep Z	76
Groep Y	63
Groep IX	62
Groep VIII	59
Groep VII	55
Groep VI	52
Groep V	50
Groep IV	48
Groep III	46
Groep II	44
Groep I	43

Struktuuringenieurswese

Kategorie

Bedrag
per
uur

c

5	76
4	69
3	58
2	48
1	41
1 (a)	38

Met dien verstande dat—

(i) die addisionele bedrag ingevolge hierdie subklousule betaalbaar aan 'n werknemer vir sy klas werk, verminder kan word met die bedrag van 'n verhoging of verhogings wat op of na 1 Julie 1988 aan sodanige werknemer toegestaan is:

Met dien verstande dat 'n werknemer binne 12 weke vanaf die datum van inwerkingtreding van hierdie Ooreenkoms besoldiging moet ontvang soos volg bereken:

Bedrag per uur vir die werknemer se klas werk soos hierbo uiteengesit	MINUS (WAAR VAN TOEPAS- SING)	Bedrag per uur van enige verhoging toegestaan aan die werknemer op of na 1 Julie 1988,
--	-------------------------------------	--

vermenigvuldig met die aantal ure wat die betrokke werknemer geregtig was op betaling van sy loon vir die tydperk vanaf die begin van sy eerste skof op of na 1 Julie 1988, tot die eerste skof ten opsigte waarvan die bedrag per uur vir die werknemer se klas werk soos hierbo uiteengesit, betaal is, of 13 Desember 1988, watter ookal die laaste datum is.

(ii) 'n werknemer wat na 1 Julie 1988 in diens geneem is teen 'n tarief van besoldiging van minstens die tarief van besoldiging wat vir sy klas werk voorgeskryf is op die datum van inwerkingtreding van hierdie Ooreenkoms nie geregtig is op die ontvangs van die addisionele bedrag wat in hierdie subklousule vir sy klas werk gespesifiseer is nie;

(iii) 'n werkgewer die tarief van besoldiging van 'n werknemer aan wie 'n verhoging op of na 1 Julie 1988 toegestaan is wat hoër is as die addisionele bedrag in hierdie subklousule vir sy klas werk gespesifiseer, nie mag verminder nie, en aan 'n werknemer nie 'n loon teen 'n tarief laer as die tarief vir sy klas werk in hierdie Ooreenkoms gespesifiseer, betaal mag word nie;

(iv) vir die toepassing van hierdie Ooreenkoms die loon wat ingevolge hierdie subklousule van toepassing is, *mutatis mutandis* van toepassing is op werknemers wat 'aansporingsbonuswerk' ingevolge klousule 10 van Deel I van die Vorige Ooreenkoms verrig;

(v) an employer who intends to grant general increases to all employees or all employees in a particular category of employees in excess of the guaranteed personal minimum increases provided for in this Agreement, shall consult the trade unions of which the particular employees concerned are members.

Where an employer, following such consultation, grants such increases over and above that provided for in this Agreement, the Industrial Council shall be notified on the increases granted.

(c) (i) The intention of the parties that negotiated the wage structure as detailed in the scheduled rates in this Agreement is that that wage structure should be further adjusted over a period of time so as to reflect a more regular progression of differentials between the wage categories and thereby correct the anomalies that exist in the wage structure. The negotiations referred to in this section shall be seen in this context.

(ii) Where negotiations at individual employer level are voluntarily entered into between an employer and the trade union/s to adjust the amount specified above with the object of correcting anomalies in the wage structure in that establishment such as referred to in (c) (i), the matter being negotiated shall not form part of this Agreement. Any agreement entered into by the parties that negotiated such wage adjustments shall be signed by the said parties and submitted to the relevant Regional Council for monitoring and administration. Any dispute arising from such negotiations not resolved at company level, shall be dealt with in accordance with the Council's dispute settlement procedures. Any interpretation of this clause shall be in accordance with the intention stated above."

Signed at Johannesburg, for and on behalf of the parties, this 24th day of May 1989.

A. T. ALLEN,
Chairman.

C. J. M. PRINSLOO,
Vice-Chairman.

A. O. DE JAGER,
General Secretary.

No. R. 1328 23 June 1989

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—AMENDMENT OF MAIN AGREEMENT

I, Eli van der Merwe Louw, Acting Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or occupation referred to in the heading to this notice, shall be binding, with effect from the date of publication of this notice and for the period ending 30 June 1989, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (d) and 8, shall be binding, with effect from the date of publication of this notice and for the period ending 30 June 1989, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

E. VANDER M. LOUW,
Acting Minister of Manpower.

(v) 'n werkgewer wat voornemens is om algemene verhogings aan alle werknemers of alle werknemers in 'n spesifieke kategorie werknemers toe te staan wat hoër is as die gewaarborgde persoonlike minimum verhogings waarvoor in hierdie ooreenkoms, voorsiening gemaak word, ooreenkoms moet pleeg met die vakverenigings waarvan die spesifieke betrokke werknemers lede is.

Waar 'n werkgewer, na sodanige konsultasie, verhogings toestaan wat hoër is as dié waarvoor in hierdie Ooreenkoms voorsiening gemaak word, moet die Nywerheidsraad van sodanige verhogings verwittig word.

(c) (i) Die oogmerke van die partye wat oor die loonstruktuur, soos in die gelyste tariewe in hierdie Ooreenkoms uiteengesit, onderhandel het, is dat die loonstruktuur oor 'n tydperk nog verder aangepas moet word om 'n meer gereelde differensiële opklimming tussen die loonskale te reflekteer om sodoende onreëlmatighede in die loonstruktuur reg te stel. Die onderhandelings, soos in hierdie klousule bedoel, moet in sodanige kontek gesien word.

(ii) Wanneer onderhandelings op individuele werkgewersvlak vrywilliglik tussen 'n werkgewer en die vakvereniging/vakverenigings aangeknoop word om die bedrae soos hierdo genoem aan te pas vir doeleindes van regstelling van die onreëlmatigheid in die loonstruktuur in sodanige onderneming, soos bedoel in (c) (i), maak die saak waaroor onderhandel word nie deel van hierdie Ooreenkoms uit nie. Enige sodanige loonwysigingsooreenkoms deur die partye aangegaan moet deur hulle onderteken word en na die relevante Streekraad gestuur word vir monitering en administrasie. Enige dispuut wat as gevolg van sodanige onderhandelings op fabrieksvlak nie bygelê kan word nie, moet ooreenkomstig die Raad se dispuutbeslegtingsprosedures gehanteer word. Enige vertolking van hierdie klousule moet in ooreenstemming wees met die bedoeling hierbo genoem."

Namens die partye op hede die 24ste Mei 1989 te Johannesburg onderteken.

A. T. ALLEN,
Voorsitter.

C. J. M. PRINSLOO,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.

No. R. 1328 23 Junie 1989

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN HOOFOOREENKOMS

Ek, Eli van der Merwe Louw, Waarnemende Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1989 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (d) en 8 met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1989 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

E. VANDER M. LOUW,
Waarnemende Minister van Mannekrag.

SCHEDULE**NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY****MAIN AGREEMENT**

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

- Association of Electrical Cable Manufacturers of South Africa
- Automotive Parts Production Engineers' Association
- Border Engineering Industries Association
- Bright Bar Association
- Cape Engineers' and Founders' Association
- Constructional Engineering Association
- Covered Conductor Manufacturers' Association
- Domestic Appliance Manufacturers' Association of South Africa
- Electrical Engineering and Allied Industries Association
- Electronics and Telecommunications Industries Association
- Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
- Fire Protection Industries Association of South Africa
- Forging Association of Southern Africa
- Gate and Fence Manufacturers' Association
- Hand Tool Manufacturers' Association
- Heavy Engineering Manufacturers' Association
- Lift Engineering Association of South Africa
- Light Engineering Industries Association of South Africa
- Materials Handling Association
- Natal Engineering Industries Association
- Non-Ferrous Metal Industries Association of South Africa
- Plastics Manufacturers' Association of South Africa
- Port Elizabeth Engineers' Association
- Precision Manufacturing Engineers' Association
- Pressure Vessel Manufacturers' Association of South Africa
- Radio, Appliance and Television Association of South Africa
- Sheetmetal Industries Association of South Africa
- S.A. Agricultural and Irrigation Machinery Manufacturers' Association
- S.A. Association of Shipbuilders and Repairers
- S.A. Electro-Plating Industries Association
- S.A. Fasteners Manufacturers' Association
- S.A. Foundry Association
- S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
- S.A. Machine Tool Manufacturers' Association
- S.A. Pump Manufacturers' Association
- S.A. Radio and Television Manufacturers' Association
- S.A. Reinforced Concrete Engineers' Association
- S.A. Tube Makers' Association
- S.A. Valve Manufacturers' Association
- S.A. Wire and Wire Rope Manufacturers' Association
- Amalgamated Engineering Union of South Africa
- Amalgamated Society of Woodworkers of South Africa
- Engineering and Allied Workers' Union of South Africa
- Engineering Industrial and Mining Workers' Union of South Africa
- Iron Moulders' Society of South Africa
- Metal and Allied Workers' Union of S.A.
- Mineworkers Union
- National Automobile and Allied Workers' Union
- Radio, Television, Electronics and Allied Workers' Union
- S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
- S.A. Electrical Workers' Association
- S.A. Engine Drivers', Firemen's and Operators' Association
- S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

being the parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry,

to amend the Main Agreement published under Government Notice No. R. 2545 of 13 December 1988 (hereinafter referred to as the Re-enacting Agreement).

BYLAE**NASIONALE NYWERHEIDSRAAD VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID****HOOFDOORENKOMS**

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

- Association of Electrical Cable Manufacturers of South Africa
- Automotive Parts Production Engineer's Association
- Border Engineering Industries Association
- Bright Bar Association
- Cape Engineers' and Founders' Association
- Constructional Engineering Association
- Covered Conductor Manufacturers' Association
- Domestic Appliance Manufacturers' Association of South Africa
- Electrical Engineering and Allied Industries Association
- Electronics and Telecommunications Industries Association
- Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
- Fire Protection Industries Association of South Africa
- Forging Association of Southern Africa
- Gate and Fence Manufacturers' Association
- Hand Tool Manufacturers' Association
- Heavy Engineering Manufacturers' Association
- Lift Engineering Association of South Africa
- Light Engineering Industries Association of South Africa
- Materials Handling Association
- Natal Engineering Industries Association
- Non-Ferrous Metal Industries Association of South Africa
- Plastics Manufacturers' Association of South Africa
- Port Elizabeth Engineers' Association
- Precision Manufacturing Engineers' Association
- Pressure Vessel Manufacturers' Association of South Africa
- Radio, Appliance and Television Association of South Africa
- Sheetmetal Industries Association of South Africa
- S.A. Agricultural and Irrigation Machinery Manufacturers' Association
- S.A. Association of Shipbuilders and Repairers
- S.A. Electro-Plating Industries Association
- S.A. Fasteners Manufacturers' Association
- S.A. Foundry Association
- S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
- S.A. Machine Tool Manufacturers' Association
- S.A. Pump Manufacturers' Association
- S.A. Radio and Television Manufacturers' Association
- S.A. Reinforced Concrete Engineers' Association
- S.A. Tube Makers' Association
- S.A. Valve Manufacturers' Association
- S.A. Wire and Wire Rope Manufacturers' Association

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

- Amalgamated Engineering Union of South Africa
- Amalgamated Society of Woodworkers of South Africa
- Engineering and Allied Workers' Union of South Africa
- Engineering Industrial and Mining Workers' Union of South Africa
- Iron Moulders' Society of South Africa
- Metal and Allied Workers' Union of S.A.
- Mynwerkersunie
- National Automobile and Allied Workers' Union
- Radio, Television, Electronics and Allied Worker's Union
- S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welder's Society
- S.A. Electrical Workers' Association
- S.A. Engine Drivers', Firemen's and Operators' Association
- S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal, Ingenieurs- en Metallurgiese Nywerheid,

om die Hoofdooreenkoms, gepubliseer by Goewermentskennisgewing No. R.2545 van 13 Desember 1988 (hierna die Herbevestigings-ooreenkoms genoem).

PART I

1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay;

(b) in the Provinces of the Transvaal and Natal by the section of the Industry concerned with the installation, repair and servicing of radios, refrigerators and domestic electrical appliances;

(c) in the Magisterial Districts of Durban, East London, Johannesburg, Pietersburg, Pinetown and The Cape by the section of the Industry concerned with radio manufacture;

(d) by all employers and employees who are members of the employers' organisations and trade unions respectively.

(2) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall not apply to—

(a) the installation, repair and servicing of radios and domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;

(b) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;

(c) the manufacture of aluminium sheet and/or foil and inter-related operations;

(d) the installation and/or repair and/or maintenance of electrical lifts and escalators;

(e) the production of iron and/or steel and/or ferro alloys;

(f) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition "Electrical Engineering Industry" in section 3 of Part I of this Agreement in the Provinces of the Cape of Good Hope and the Orange Free State;

(g) the manufacture of tungsten carbide (hard metal);

(h) the assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;

(i) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;

(j) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;

(k) the manufacture of plumbers' and/or engineers' brassware by means of gravity die-casting and/or pressure die-casting and/or hot pressing and/or machining;

(l) the undertaking of Union Steel Corporation of South Africa (Pty) Limited in the Magisterial District of Vereeniging, Transvaal;

(m) the Locksmithing trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;

(n) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;

(o) the undertaking of Alusaf (Pty) Ltd in the magisterial District of Lower Umfolozi;

(p) (i) the manufacture by mass production methods from sheet-metal of a gauge not exceeding 2,108 mm of—

(aa) commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of his own products;

(ab) bottle, jar and other container closures;

(ac) plain or lithographed metal toys;

(ad) plain or lithographed display tablets;

DEEL I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word—

(a) in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai;

(b) in die provinsies Transvaal en Natal deur die sektor van die Nywerheid betrokke by die installering, herstel en versiening van radio's, koelkaste en huishoudelike elektriese toestelle;

(c) in die landdrostrikte Durban, Oos-Londen, Johannesburg, Pietersburg, Pinetown en Die Kaap deur die sektor van die Nywerheid betrokke by die vervaardiging van radio's;

(d) deur alle werkgewers en werknemer wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is.

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

(a) die installering, herstel en versiening van radio's en huishoudelike elektriese toestelle in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;

(b) die vervaardiging, vir verkoop, van standaard snelsnygereedskap gemaak van sneldraaistaal deur middel van masjinerie en/of uitrusting en/of metodes van spesifiek aangepas en/of ontwerp is vir produksie deur middel van herhalingsprosesse, in die landdrostrikte Johannesburg, Boksburg, Vereeniging en Pietermaritzburg;

(c) die vervaardiging van aluminiumplaat en/of -foelie en werksaamhede wat in verband daarmee staan;

(d) die installering en/of herstel en/of onderhoud van elektriese hysers en roltrappe;

(e) die produksie van yster en/of staal en/of ysterlegerings;

(f) die installering, onderhoud en herstel van elektriese uitrusting soos bedoel in paragraaf (b) van die omskrywing van "Elektrotegniese Ingenieursnywerheid" in klousule 3 van Deel I van hierdie Ooreenkoms in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;

(g) die vervaardiging van wolframkarbid (harde metaal);

(h) die monteer, versiening, installering, onderhoud en/of herstel van toestelle, uitrusting, masjiene, ontwerpe en apparaat, of dit gebruik maak van hand-, fotografiese, meganiese, elektriese, elektrostatiese of elektroniese beginsels of enige kombinasie van sodanige beginsels, wat in die eerste plek bedoel is vir gebruik in rekeningkunde- en/of sake- en/of berekenings- en/of kantoor- en/of opvoedkundige prosedures;

(i) die Nywerheid vir die Vervaardiging van Hortgiesblindes en Verwante Produkte in die provinsie Transvaal;

(j) die installering en/of herstel van dief- en/of ander soortgelyke alarmstelsels in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;

(k) die vervaardiging van loodgieters- en/of ingenieursgeelkoperware deur middel van swaartekragvormgiëting en/of drukvormgiëting en/of wampers en/of masjinerie;

(l) die onderneming van die firma Union Steel Corporation of South Africa (Pty) Limited in die landdrostrikte Vereeniging, Transvaal;

(m) die Slotmakerybedryf in die landdrostrikte Benoni, Boksburg, Die Kaap, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort en Springs;

(n) die produksie, vir verkoop, van sweiselektrodes deur middel van masjinerie en/of uitrusting en/of metodes wat spesifiek aangepas en/of ontwerp is vir produksie deur middel van herhalingsprosesse, in die landdrostrikte Brits, Germiston, Kempton Park en Pretoria;

(o) die onderneming van Alusaf (Pty) Ltd in die landdrostrikte Lower Umfolozi;

(p) (i) die vervaardiging deur middel van massaproduksie-metodes uit plaatmetaal met 'n dikte van hoogstens 2,108 mm van—

(aa) kommersiële, gewone of gelitografeerdehouers vir die verpakking van algemene handelsware, maar nie die vervaardiging van sodanige houers deur iemand vir die verpakking van sy eie produkte nie;

(ab) deksels vir bottels, flesse en ander houers;

(ac) gewone of gelitografeerde metaalspeelgoed;

(ad) gewone of gelitografeerde vertoonplatte;

(ii) the manufacture of plain or lithographed, rigid and/or collapsible tubes from non-ferrous metal slugs. For the purposes of this subparagraph, "rigid tube" shall mean a container.

(For the purposes of subparagraphs (i) and (ii), a "container" shall mean a plain or lithographed article designed for the packing for transport or sale of products and capable of being closed by means of a lid or cap or any other type of closure.);

(q) the manufacture from tinplate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinplate.

(3) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall apply to—

(a) apprentices only to the extent to which they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder; and

(b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of the Act or any conditions fixed thereunder.

(4) Notwithstanding the limitation of the Agreement to the operations therein scheduled—

(a) the provisions of the sections relating to Leave Pay, Additional Leave Pay and Leave Bonus of Part I of this Agreement shall apply to all employees employed in operative processes receiving a rate of pay equivalent to or more than prescribed from time to time in this Agreement for Rate D employees, whether paid weekly or monthly, but excluding payment for overtime;

(b) no person directly employed in a manufacturing or production process shall be paid a wage less than Rate I as prescribed from time to time in Part II of this Agreement.

For the purposes of this section, "employed in a manufacturing or production process" shall apply to those employees whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement. This provision shall not apply to the work carried out by administrative personnel and/or those employees employed on non-production operations.

(5) The conditions of employment of watchmen shall be regulated by the provisions of this Agreement except in respect of working hours, which shall be a maximum of 48 hours per week.

2. SECTION 3.—SPECIAL PROVISIONS

Substitute the following for section 3 of the Re-enacting Agreement:

"3. SPECIAL PROVISIONS

The provisions contained in sections 8 (3), 8bis, 23 and 28 of Part I of the Agreement published under Government Notice No. R. 1329 of 27 June 1980, as amended, extended and re-enacted by Government Notices Nos. R. 295 of 20 February 1981, R. 880 of 1 May 1981, R. 1201 of 25 June 1982, R. 45 of 14 January 1983, R. 1293 of 24 June 1983, R. 1376 of 1 July 1983, R. 2191 of 7 October 1983, R. 922 of 11 May 1984, R. 1329 of 29 June 1984, R. 2092 of 21 September 1984, R. 222 of 8 February 1985, R. 1577 of 19 July 1985, R. 997 of 23 May 1986, R. 1744 of 22 August 1986, R. 1567 of 14 July 1987, R. 1568 of 17 July 1987 and R. 2455 of 30 October 1987 (hereinafter referred to as the Former Agreement), shall apply to employers and employees."

3. SECTION 4.—GENERAL PROVISIONS

Substitute the following for section 4 of the Re-enacting Agreement:

"4. GENERAL PROVISIONS

The provisions contained in sections 3 to 8 (2), 8 (4) and 8 (5) (as amended by clause 4 hereunder) inclusive, 9 to 22 inclusive, 24 to 27 inclusive, 29 to 37 (as amended by clause 5 hereunder) inclusive, of Part I, and Part II (as amended by clause 6 hereunder) of the former Agreement (as amended and re-enacted from time to time), shall apply to employers and employees."

(ii) die vervaardiging van gewone of gelitografeerde, vaste en/of voubare buise uit nie-ysterhoudende metaalklompe. Vir die toepassing van hierdie subparagraaf beteken "vaste buis" 'n houder.

(Vir die toepassing van subparagrafe (i) en (ii) beteken 'n "houer" 'n gewone of gelitografeerde artikel wat ontwerp is vir die verpakking van produkte wat vervoer of verkoop moet word en wat met 'n deksel of doppe of ander soort prop toegemaak kan word.);

(q) die vervaardiging uit tinplaat met 'n dikte van hoogstens 0,416 mm van koffers en ander houters wat ontwerp is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat, en van ander ware wat hoofsaaklik uit sodanige tinplaat vervaardig is.

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

(a) vakleerlinge slegs in die mate waarin dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens vasgestel; en

(b) kweklinge wat opgelei word kragtens klousule 30 van die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is nie met daardie Wet of met voorwaardes daarkragtens vasgestel.

(4) Ondanks die beperking van die Ooreenkoms tot die werksaamhede daarin gelys—

(a) is die klousules aangaande Verlofbesoldiging, Addisionele Verlofbesoldiging en Verlofbonus in Deel I van hierdie Ooreenkoms van toepassing op alle werknemers wat operatiewe prosesse verrig en 'n loon ontvang wat gelyk is aan of meer is as dié wat in hierdie Ooreenkoms van tyd tot tyd voorgeskryf word vir Loon D-werknemers, hetsy weekliks of maandeliks besoldig, uitgesonderd betaling vir oortydwerk.

(b) mag niemand wat regstreeks werksaam is in 'n vervaardigings- of produksieproses 'n loon ontvang wat minder is as die loon soos in Deel II van hierdie Ooreenkoms van tyd tot tyd vir 'n Loon I-werknemer voorgeskryf nie.

Vir die doeleindes van hierdie klousule is "werksaam in 'n vervaardigings- of produksieproses" van toepassing op werknemers wie se loonskale nie in hierdie Ooreenkoms gelys word nie maar wie se aktiwiteite regstreeks verwant is aan die skepping van ingenieursgoedere en/of dienste soos in die toepassingsbestek van hierdie Ooreenkoms omskryf. Die bepalings hiervan is nie van toepassing op werk verrig deur administratiewe personeel en/of persone werksaam in nie-produktiewe werksaamhede nie.

(5) Die diensvoorwaardes van 'n wag word ooreenkomstig hierdie Ooreenkoms gereël, behalwe ten opsigte van werkure, wat hoogstens 48 uur per week is.

2. KLOUSULE 3.—SPESIALE BEPALINGS

Vervang klousule 3 van die Herbekragtigingsooreenkoms deur die volgende:

"3. SPESIALE BEPALINGS

Klousules 8 (3), 8bis, 23 en 28 van Deel I van die Ooreenkoms gepubliseer by Goewermmentskennisgwing No. R. 1329 van 27 Junie 1980, soos gewysig verleng en herbekragtig deur Goewermmentskennisgewings Nos. R. 295 van 20 Februarie 1981, R. 880 van 1 Mei 1981, R. 1201 van 25 Junie 1982, R. 45 van 14 Januarie 1983, R. 1293 van 24 Junie 1983, R. 1376 van 1 Julie 1983, R. 2191 van 7 Oktober 1983, R. 992 van 11 Mei 1984, R. 1329 van 29 Junie 1984, R. 2092 van 21 September 1984, R. 222 van 8 Februarie 1985, R. 1577 van 19 Julie 1985, R. 997 van 23 Mei 1986, R. 1744 van 22 Augustus 1986, R. 1567 van 14 Julie 1987, R. 1568 van 17 Julie 1987 en R. 2455 van 30 Oktober 1987 (hierna die 'Vorige Ooreenkoms' genoem), is van toepassing op werkgewers en werknemers."

3. KLOUSULE 4.—ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtigingsooreenkoms deur die volgende:

"4. ALGEMENE BEPALINGS

Klousules 3 tot en met 8 (2), 8 (4) en 8 (5) (soos gewysig deur klousule 4 hieronder), 9 tot en met 22, 24 tot en met 27, 29 tot en met 37 (soos gewysig deur klousule 5 hieronder), van Deel I, en Deel II (soos gewysig deur klousule 6 hieronder) van die vorige Ooreenkoms (soos gewysig en herbekragtig van tyd tot tyd), is van toepassing op werkgewers en werknemers."

4. SECTION 8. — PAYMENT OF EARNINGS

(1) In subsection (3), delete paragraph (e) and renumber paragraphs "(f)" to "(i)" as "(e)" to "(h)".

(2) Renumber subsections (3) and (4) as (4) and (5).

(3) Insert the following subsection (3):

"(3) (a) Where requested by means of an individually signed stop order deduction application, subscriptions to a trade union which is a party to the Industrial Council shall be deducted by an employer from the amount which in terms of this Agreement is payable to an employee.

(3) (b) Where requested by means of individually signed stop order deduction applications and where agreed to at company level, subscriptions to a registered trade union which is not a party to the Industrial Council may be deducted by an employer from the amount which in terms of this Agreement is payable to an employee, and the employer shall notify the Council in writing of such deduction.

(3) (c) Where requested by means of individually signed stop order deduction applications and where agreed to at company level, subscriptions to an unregistered trade union which is not party to the Industrial Council may be deducted by an employer from the amount which in terms of this Agreement is payable to an employee provided that prior Ministerial approval in terms of section 78. (1C) of the Labour Relations Act is obtained, and the employer shall notify the Council in writing of such deduction and provide proof of Ministerial approval."

5. SECTION 14. — LEAVE BONUS

Substitute the following table for table (v) in subsection (1):

"(v) Vehicle drivers:

	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycle
Up to 1 000 kg	R 477	R 517	R 577	R 663
Over 1 000 kg and up to 3 000 kg.....	493	534	595	684
Over 3 000 kg and up to 4 500 kg.....	573	621	692	796
Over 4 500 kg and up to 6 500 kg.....	608	659	735	844
Over 6 500 kg.....	618	669	746	858
Forklift driving.....	477	517	577	663"

6. SECTION 37. — ATTENDANCE BONUS

Insert the following new section 37 after section 36:

"37. ATTENDANCE BONUS

(1) After the date of coming into operation of this Agreement, an employee who, on qualifying for his annual leave in terms of section 12 of this Agreement has, during the course of that annual leave cycle, been in employment with the same employer and who has during this period worked the full normal shifts as detailed in (a) and (b) below, such employee, shall become entitled to payment of an attendance bonus as set out below:

(a) When 180 full normal shifts have been worked on a five-day week basis or 216 full normal shifts on a six-day week basis, an amount equivalent to one normal days' earnings calculated at the normal rate on the date when such employee qualified for leave; or

(b) when 235 full normal shifts have been worked on a five-day week basis or 284 full normal shifts on a six-day week basis, an amount equivalent to two normal days' earnings calculated at the normal rate on the date when such employee qualified for leave.

4. KLOUSULE 8. — BETALING VAN VERDIENSTE

(1) In subklousule (3) skrap paragraaf (e) en hernommer paragrawe "(f)" tot "(i)" om te lui "(e)" tot "(h)".

(2) Hernommer subklousules (3) en (4) om te lui (4) en (5).

(3) Voeg die volgende subklousule (3) in:

"(3) (a) Waar versoek by wyse van 'n afsonderlike getekende aansoek om 'n aftrekorder, moet ledegeld van 'n vakvereniging wat 'n party is by die Nywerheidsraad deur die werkgever afgetrek word van die bedrag wat kragtens hierdie Ooreenkoms aan 'n werknemer betaalbaar is.

(3) (b) Waar versoek by wyse van afsonderlik getekende aansoek om 'n aftrekorder en waar ooreengekom op maatskappyvlak, kan die werkgever ledegeld van 'n geregistreerde vakvereniging wat nie 'n party is by die Nywerheidsraad nie aftrek van die bedrag wat kragtens hierdie Ooreenkoms aan 'n werknemer betaalbaar is en die werkgever moet die Nywerheidsraad skriftelik in kennis stel van sodanige aftrekking.

(3) (c) Waar versoek by wyse van afsonderlik getekende aansoek om 'n aftrekorder en waar ooreengekom op maatskappyvlak, kan die werkgever ledegeld van 'n ongeregisteerde vakvereniging wat nie 'n party is by die Nywerheidsraad nie aftrek van die bedrag wat kragtens hierdie Ooreenkoms aan 'n werknemer betaalbaar is op voorwaarde dat Ministeriële goedkeuring kragtens artikel 78. (1C) van die Wet op Arbeidsverhoudinge vooraf verkry is, en die werkgever moet die Nywerheidsraad dienoreenkomstig in kennis stel en bewys lewer van die Ministeriële goedkeuring."

5. KLOUSULE 14. — VERLOFBONUS

Vervang tabel (v) in subklousule (1) deur die volgende:

"(v) Voertuigdrywers:

	Eerste verlof-siklus	Tweede verlof-siklus	Derde verlof-siklus	Vierde of latere verlof-siklus
Tot en met 1 000 kg ...	R 477	R 517	R 577	R 663
Meer as 1 000 kg en tot en met 3 000 kg .	493	534	595	684
Meer as 3 000 kg en tot en met 4 500 kg .	573	621	692	796
Meer as 4 500 kg en tot en met 6 500 kg .	608	659	735	844
Meer as 6 500 kg	618	669	746	858
Vurkhuyswadyf.....	477	517	577	663"

6. KLOUSULE 37. — BYWONINGSBONUS

Voeg die volgende nuwe klousule 37 in na klousule 36:

"37. BYWONINGSBONUS

(1) 'n Werknemer wat na dié datum van inwerkingtreding van hierdie Ooreenkoms kwalifiseer vir sy jaarlikse verlof kragtens klousule 12 van hierdie Ooreenkoms en wat gedurende die termyn van daardie jaarlikse verlofsiklus by dieselfde werkgever in diens was en die volle normale skofte soos uiteengesit in (a) en (b) hieronder gewerk het, is geregtig op die betaling van 'n bywoningsbonus soos hieronder uiteengesit:

(a) By voltooiing van 180 volle normale skofte op grondslag van vyf dae per week of 216 volle normale skofte op grondslag van ses dae per week, 'n bedrag gelykstaande met een normale dag se verdienste, bereken teen die normale tarief van toepassing wanneer sodanige werknemer vir verlof kwalifiseer; of

(b) by voltooiing van 235 volle normale skofte op grondslag van vyf dae per week of 284 volle normale skofte op grondslag van ses dae per week, 'n bedrag gelykstaande met twee normale dae se verdienste, bereken teen die normale tarief van toepassing wanneer sodanige werknemer vir verlof kwalifiseer.

(2) The total attendance bonus payable to an employee, in terms of 1 (a) and (b) above, during one leave cycle shall be an amount equivalent to two normal days' earnings.

(3) Notwithstanding the provisions of subsection (1) (b), in an establishment where an annual shut-down is observed and an employee who has been in employment in that establishment has worked all available normal shifts during the period from the first working day after the previous shut-down to the date of commencement of the next shut-down, he shall be entitled to an attendance bonus equivalent to two days' earnings calculated at his rate on the date when the annual shut-down commences.

(4) For the purposes of this section, normal shifts shall include—

(a) short shifts worked in terms of section 7 (2) of this Agreement, and

(b) periods of absence in terms of subsections (3) and (8) of section 12 of this Agreement, and

(c) periods of absence authorised by the employer.

(5) The amount payable to an employee, if any, in terms of this section shall be paid to such employee at the time of such employee proceeding on leave."

PART II

7. SECTION 1.—WAGES AND/OR EARNINGS

(1) Substitute the words "Forklift driving" for the words "Forklift driver" in subsection (1) (b) (ii):

(2) In subsection (1) (b) of section 1 of Part II, substitute the following for proviso (vi) (a):

"(vi) (a) The intention of the parties that negotiated the wage structure as detailed in the scheduled rates in this Agreement is that that wage structure shall by 1 July 1991 have been adjusted so as to reflect a more regular progression of differentials between the wage categories and thereby correct the anomalies that exist in the wage structure. The negotiations in this section shall be seen in this context."

Thus signed at Johannesburg for and on behalf of the parties, this 7th day of October 1988.

A. T. ALLEN,
Chairman.

C. J. M. PRINSLOO,
Vice-Chairman.

A. O. DE JAGER,
General Secretary.

8. ANNEXURE

Insert the following after the Annexure to the Main Agreement:

"5. PROCEDURE FOR SETTLING COMPLAINTS RELATING TO ALLEGATIONS OF RACIAL DISCRIMINATION, VIOLENCE AND INTIMIDATION

(a) Where an employee or a trade union in respect of such employees who are members of that trade union alleges racial discrimination at the workplace, the employee or the trade union shall submit in writing all the relevant facts pertaining to the allegation and request a meeting with the employer to discuss the complaint.

(b) Where an employer alleges that his employees or a trade union is engaged in violence or threat of violence or intimidation at the workplace, the employer shall set out in writing all the relevant facts pertaining to the allegation and request a meeting with the trade union, or where not represented by a trade union, the employees concerned. A copy of the complaint shall be served on the trade union or the employees concerned.

(c) The parties involved in the complaint shall meet within 10 working days of receipt of the complaint and endeavour to resolve the complaint to the satisfaction of the parties should the complaint not be resolved within 20 working days from date of receipt of complaint, the aggrieved party may notify the other party in writing that it wishes the parties or failing agreement of the parties thereupon the National Industrial Council, to appoint a facilitator to investigate the complaint.

(d) The facilitator shall endeavour to assist the parties in reaching agreement on the complaint and may convene meetings of the parties for this purpose.

(2) Die totale bywoningsbonus betaalbaar aan 'n werknemer kragtens 1 (a) en (b) hierbo, gedurende een verlofsiklus, is 'n bedrag gelykstaande met twee normale dae se verdienste.

(3) Ondanks subklousule 1 (b), waar 'n werknemer in 'n bedryfsinrigting waar 'n jaarlikse sluiting gehandhaaf word, in diens is en alle beskikbare normale skofte gedurende die tydperk vanaf die eerste werkdag sedert die vorige jaarlikse sluiting tot die begin van die volgende jaarlikse sluiting gewerk het, is hy geregtig op 'n bywoningsbonus gelykstaande met twee dae se verdienste, bereken teen die besoldigingstarief van toepassing op die dag waarop die jaarlikse sluiting 'n aanvang neem.

(4) Vir doeleindes van hierdie klousule sluit normale skofte—

(a) kort skofte gewerk kragtens klousule 7 (2) van hierdie Ooreenkoms, en

(b) tydperke van afwesigheid kragtens subklousules (3) en (8) van klousule 12 van hierdie Ooreenkoms, en

(c) tydperke van afwesigheid gemagtig deur die werkgewer.

(5) Die bedrag betaalbaar aan 'n werknemer, indien daar is, kragtens hierdie klousule moet aan sodanige werknemer betaal word wanneer sodanige werknemer met verlof gaan."

DEEL II

7. KLOUSULE 1.—LONE EN/OF VERDIENSTE

(1) Vervang die woord "Vurkhysswadyrwer" deur die woord "Vurkhysswadyrf" in subklousule 1 (b) (ii):

(2) In subklousule 1 (b) van klousule 1 van Deel II, vervang voorbehoudsbepaling (vi) (a) deur die volgende:

"(vi) (a) Die bedoeling van die partye wat die loonstruktuur, soos in die lys van tariewe in hierdie Ooreenkoms uiteengesit, beding het, is dat dié loonstruktuur teen 1 Julie 1991 so aangepas moet wees dat dit 'n meer gereelde differensiële opklimming tussen die loongroepe reflekteer om sodoende die onreëlmatighede wat in die loonstruktuur bestaan, reg te stel. Die onderhandelings in hierdie klousule bedoel, moet in hierdie konteks gesien word."

Namens die partye op hede die 7de dag van Oktober 1988 te Johannesburg onderteken.

A. T. ALLEN,
Voorsitter.

C. J. M. PRINSLOO,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.

8. BYLAAG

Voeg die volgende in na item 4 in die Bylaag van die Ooreenkoms:

"5. PROSEDURE VIR DIE BESLEGTING VAN KLAGTES WAT BETREKKING HET OP BEWERINGS VAN RASSEDISKRIMINASIE, GEWELD EN INTIMIDASIE

(a) Waar 'n werknemer, of 'n vakvereniging ten opsigte van sodanige werknemers wat lede is van dié vakvereniging, beweer dat rasse-diskriminasie by die werkplek plaasvind, moet die werknemer of die vakvereniging al die relevante feite in verband met die bewering skriftelik aan die werkgewer voorlê met 'n versoek dat die klagte met hom bespreek word.

(b) Waar 'n werkgewer beweer dat sy werknemers of 'n vakvereniging betrokke is by geweld of 'n dreigement van geweld of intimidasie by die werkplek, moet die werkgewer al die relevante feite betreffende die bewering skriftelik uiteensit en 'n vergadering met die vakvereniging versoek, of waar nie verteenwoordig deur 'n vakvereniging nie, met die betrokke werknemers. 'n Afskrif van die klagte moet bestel word aan die vakvereniging of die betrokke werknemers bestel word.

(c) Die partye betrokke by die klagte moet binne 10 werkdade na ontvangs van die klagte byeenkom en poog om die klagte tot tevredenheid van die partye te besleg. Indien die klagte nie binne 20 werkdade, gereken vanaf datum van ontvangs van die klagte besleg word nie, kan die veronregte party die ander party skriftelik in kennis stel dat hy verlang dat die partye, of indien hulle geen eenstemmigheid daaroor kan bereik nie, dan die Nasionale Nywerheidsraad, 'n fasilitator aanstel om die klagte te ondersoek.

(d) Die fasilitator moet hom beywer om die partye te help om eenstemmigheid oor die klagte te bereik en kan vergaderings van die partye vir hierdie doel belê.

(e) Should the parties be unable to reach agreement, either party may request the facilitator to make a ruling on the complaint within seven days of the last meeting of the parties with the facilitator.

(f) The parties shall observe and comply with the ruling unless either party has lodged an appeal within 14 days of the date of the ruling in the manner cited below.

(g) An aggrieved party may lodge an appeal with the National Industrial Council against the ruling of the facilitator by requiring the complaint to be referred to arbitration in terms of section 4 (1) (c) (ii) hereof.

(h) Should the parties not be able to agree on who will conduct the arbitration then either party, after the expiry of 10 days from the date on which the disagreement is formally recorded, may request the Independent Mediation Service of South Africa to appoint the arbitrator and the arbitrator so appointed shall determine the complaint.

(i) The parties shall provide the facilitator and/or arbitrator with any documents which are relevant to the complaint and are required by him.

(j) The Industrial Council shall establish a panel of facilitators and shall appoint persons who will become members of the panel.

(k) The Industrial Council shall maintain a record of the rulings of facilitators and the awards of arbitrators and make them available on request to the parties to disputes under this procedure. These rulings and awards distributed to such parties shall not disclose the identity of the parties to the original dispute.

(l) In the case of complaints concerning racial discrimination, the parties, facilitators and arbitrators shall assess all the relevant circumstances including individual circumstances such as length of service, experience, qualifications, skills, performance, responsibilities and geographical location."

DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. R. 1317

23 June 1989

THE SOUTH AFRICAN PHARMACY COUNCIL REGULATIONS RELATING TO INFORMATION TO BE FURNISHED TO THE REGISTRAR.— AMENDMENT

The Minister of National Health and Population Development, acting on the recommendation of the South African Pharmacy Council, has, in terms of section 49 (1) (g) of the Pharmacy Act, 1974 (Act No. 53 of 1974), made the regulations set out in the Schedule hereto.

SCHEDULE

1. In this Schedule "the Regulations" shall mean the regulations published under Government Notice No. R. 1472 of 1 August 1975, as amended by Government Notices Nos. R. 1378 of 29 June 1979 and R. 1689 of 15 August 1980.

2. The Regulations are hereby amended by the substitution for regulation 1 of the following:

"1. A pharmacist who is the owner or part-owner of a pharmacy, or the managing director of a body corporate, or the manager of a close corporation carrying on business as a pharmacist, as well as the pharmacist who is the manager or designated pharmacist in charge of a pharmacy (if he is not also the owner of the pharmacy) shall notify the registrar—

(a) in advance of the opening of a new pharmacy, indicating the name and address of the pharmacy, i.e. the trading title, street number, suburb and town, the name of the owner, i.e. the name of the body corporate, close corporation or pharmacist, the name of the manager and the date on which the pharmacy is to be opened;

(e) Indien die partye nie tot 'n ooreenkoms kan geraak nie kan een van die partye die fasilitator versoek om 'n beslissing oor die klagte te gee binne sewe werkdag, gereken vanaf die datum van die laaste vergadering van die partye en die fasilitator.

(f) Die partye moet die beslissing handhaaf en nakom behalwe as een van die partye binne 14 dae vanaf die datum van die beslissing appèl aanteken op die wyse soos hieronder uiteengesit.

(g) 'n Veronregte party kan 'n appèl by die Nasionale Nywerheidsraad indien teen die beslissing van die fasilitator deur te versoek dat die klagte verwys word vir arbitrasie kragtens klousule 4 (1) (c) (ii) van hierdie Bylaag.

(h) Indien die partye nie kan ooreenstem oor wie die arbitrasie moet behartig nie kan enigeen van die partye na verstryking van 10 dae vanaf die datum waarop die verskil amptelik aangeteken is, die Independent Mediation Service of South Africa versoek om 'n arbiter aan te stel en sodanige arbiter moet dan die dispuut besleg.

(i) Die partye moet die fasilitator en/of arbiter voorsien van enige dokumente wat betrekking het op die klagte en wat deur hom benodig word.

(j) Die Nasionale Nywerheidsraad moet 'n paneel van fasilitators saamstel en persone aanstel wat lede van die paneel kan word.

(k) Die Nasionale Nywerheidsraad moet 'n register hou van beslissings van fasilitators en toekennings van arbiters en dit op versoek beskikbaar stel aan partye by dispute ingevolge hierdie prosedure. Hierdie beslissings en toekennings wat versprei word aan sodanige partye moet nie die identiteit van die partye by die oorspronklike dispuut bekend maak nie.

(l) In die geval van klagtes betreffende rassediskriminasie, moet die partye, fasilitators en arbiters alle relevante omstandighede oorweeg soos tydperk in diens, ondervinding, kwalifikasies, vaardighede, werkverrigting, verantwoordelikhede en geografiese ligging."

DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGS- ONTWIKKELING

No. R. 1317

23 Junie 1989

DIE SUID-AFRIKAANSE APTEKERSRAAD REGULASIES BETREFFENDE INLIGTING WAT AAN DIE REGISTRATEUR VERSKAF MOET WORD.—WYSIGING

Die Minister van Nasionale Gesondheid en Bevolkingsontwikkeling het kragtens artikel 49 (1) (g) van die Wet op Aptekers, 1974 (Wet No. 53 van 1974), op aanbeveling van die Suid-Afrikaanse Aptekersraad, die regulasies in die Bylae hiervan uiteengesit, uitgevaardig.

BYLAE

1. In hierdie Bylae beteken "die Regulasies" die regulasies afgekondig by Goewermmentskennisgewing No. R. 1472 van 1 Augustus 1975, soos gewysig by Goewermmentskennisgewings Nos. R. 1378 van 29 Junie 1979 en R. 1689 van 15 Augustus 1980.

2. Die Regulasies word hierby gewysig deur regulasie 1 deur die volgende te vervang:

"1. 'n Apteker wat die eienaar of mede-eienaar van 'n apteek is, of die besturende direkteur van 'n regspersoon, of die bestuurder van 'n beslote korporasie wat as apteker sake doen, asook die apteker wat die bestuurder of aangewese apteker in beheer van 'n apteek is (as hy nie ook die eienaar van die apteek is nie), moet die registrateur—

(a) vooruit in kennis stel van die opening van 'n nuwe apteek, met vermelding van die naam en adres van die apteek, dit wil sê die handelstitel, straatnommer, voorstad en dorp, die naam van die eienaar, dit wil sê die naam van die regspersoon, beslote korporasie of apteker, die naam van die bestuurder en die datum waarop die apteek geopen sal word;

(b) within 30 days of any of the following:

(i) The closing of such a pharmacy, indicating the date of closure and, if the pharmacy was owned by a body corporate or close corporation, whether the body corporate or close corporation intends to continue carrying on business as a pharmacist;

(ii) a change in the ownership or part-ownership of a pharmacy, indicating the name of the new owner or; part-owner;

(iii) a change in the address of such a pharmacy;

(iv) a change in the manager or designated pharmacist in charge of such a pharmacy; and

(v) the name of the pharmacist in charge of such a pharmacy if the manager of the pharmacy will be absent from the pharmacy for more than 30 days."

DEPARTMENT OF TRADE AND INDUSTRY

No. R. 1325

23 June 1989

AMENDMENT OF THE SUGAR INDUSTRY AGREEMENT, 1979

I, George Shepstone Bartlett, Deputy Minister of Economic Affairs and Technology, acting on behalf of and on assignment by the Minister of Economic Affairs and Technology, hereby, in terms of section 4 (1) (c) of the Sugar Act, 1978 (Act No. 9 of 1978), publish the amendments set out in the Schedule hereto, which have, under and in terms of the provisions of section 4 (1) (b) of the said Act, been effected by me to the provisions of the Sugar Industry Agreement, 1979.

G. S. BARTLETT,

Deputy Minister of Economic Affairs and Technology.

SCHEDULE

Definitions

1. In this Schedule "the Agreement" means the Sugar Industry Agreement, 1979, published by Government Notice No. R. 858 of 27 April 1979, as amended by Government Notices Nos. R. 1941 of 31 August 1979, R. 2435 of 2 November 1979, R. 310 of 22 February 1980, R. 864 of 25 April 1980, R. 905 of 2 May 1980, R. 1623 of 8 August 1980, R. 1933 of 19 September 1980, R. 2041 of 3 October 1980, R. 2514 of 5 December 1980, R. 255 of 13 February 1981, R. 1185 of 5 June 1981, R. 2277 of 23 October 1981, R. 2468 of 13 November 1981, R. 252 of 12 February 1982, R. 1906 of 3 September 1982, R. 9 of 7 January 1983, R. 852 of 29 April 1983, R. 1489 of 8 July 1983, R. 1740 of 5 August 1983, R. 146 of 3 February 1984, R. 261 of 17 February 1984, R. 599 of 30 March 1984, R. 2827 of 28 December 1984, R. 1071 of 17 May 1985, R. 202 of 7 February 1986, R. 463 of 14 March 1986, R. 792 of 25 April 1986, R. 793 of 25 April 1986, R. 1260 of 27 June 1986, R. 1628 of 1 August 1986, R. 2075 of 26 September 1986, R. 636 of 27 March 1987, R. 1557 of 17 July 1987, R. 1971 of 11 September 1987, R. 558 of 25 March 1988, R. 637 of 8 April 1988, R. 722 of 15 April 1988, R. 1026 of 27 May 1988, R. 1103 of 10 June 1988, R. 1617 of 12 August 1988, R. 1947 of 23 September 1988 and R. 374 of 3 March 1989.

(b) binne 30 dae van enige van die volgende in kennis stel:

(i) Die sluiting van so 'n apteek, met vermelding van die datum van sluiting en, indien die eienaar van die apteek 'n regspersoon of beslote korporasie was, of die regspersoon of beslote korporasie voornemens is om voort te gaan om as apteker sake te doen;

(ii) 'n verwisseling van die eienaar of mede-eienaar van so 'n apteek, met vermelding van die naam van die nuwe eienaar of mede-eienaar of;

(iii) 'n verandering van die adres van so 'n apteek;

(iv) 'n verwisseling van die bestuurder of aangewese apteker in beheer van so 'n apteek; en

(v) die naam van die apteker in beheer van so 'n apteek indien die bestuurder van die apteek meer as 30 dae van die apteek afwesig sal wees."

DEPARTEMENT VAN HANDEL EN NYWERHEID

No. R. 1325

23 Junie 1989

WYSIGING VAN DIE SUIKERNYWERHEID- OOREENKOMS, 1979

Ek, George Shepstone Bartlett, Adjunk-minister van Ekonomiese Sake en Tegnologie, handelende namens en in opdrag van die Minister van Ekonomiese Sake en Tegnologie, publiseer hierby ingevolge artikel 4 (1) (c) van die Suikerwet, 1978 (Wet No. 9 van 1978), die wysigings in die Bylae hiervan uiteengesit wat kragtens en ooreenkomstig die bepalings van artikel 4 (1) (b) van genoemde Wet deur my aan die bepalings van die Suikernywerheidsooreenkoms, 1979, aangebring is.

G. S. BARTLETT,

Adjunk-minister van Ekonomiese Sake en Tegnologie.

BYLAE

Definisies

1. In hierdie Bylae beteken "die Ooreenkoms" die Suikernywerheidsooreenkoms, 1979, gepubliseer by Goewermentskennisgewing No. R. 858 van 27 April 1979, soos gewysig by Goewermentskennisgewings Nos. R. 1941 van 31 Augustus 1979, R. 2435 van 2 November 1979, R. 310 van 22 Februarie 1980, R. 864 van 25 April 1980, R. 905 van 2 Mei 1980, R. 1623 van 8 Augustus 1980, R. 1933 van 19 September 1980, R. 2041 van 3 Oktober 1980, R. 2514 van 5 Desember 1980, R. 255 van 13 Februarie 1981, R. 1185 van 5 Junie 1981, R. 2277 van 23 Oktober 1981, R. 2468 van 13 November 1981, R. 252 van 12 Februarie 1982, R. 1906 van 3 September 1982, R. 9 van 7 Januarie 1983, R. 852 van 29 April 1983, R. 1489 van 8 Julie 1983, R. 1740 van 5 Augustus 1983, R. 146 van 3 Februarie 1984, R. 261 van 17 Februarie 1984, R. 599 van 30 Maart 1984, R. 2827 van 28 Desember 1984, R. 1071 van 17 Mei 1985, R. 202 van 7 Februarie 1986, R. 463 van 14 Maart 1986, R. 792 van 25 April 1986, R. 793 van 25 April 1986, R. 1260 van 27 Junie 1986, R. 1628 van 1 Augustus 1986, R. 2075 van 26 September 1986, R. 636 van 27 Maart 1987, R. 1557 van 17 Julie 1987, R. 1971 van 11 September 1987, R. 558 van 25 Maart 1988, R. 637 van 8 April 1988, R. 722 van 15 April 1988, R. 1026 van 27 Mei 1988, R. 1103 van 10 Junie 1988, R. 1617 van 12 Augustus 1988, R. 1947 van 23 September 1988 en R. 374 van 3 Maart 1989.

Amendment of clause 66 of the Agreement

2. Clause 66 of the Agreement is hereby amended by the insertion after subclause (1) of the following subclause:

“(1) (A) The provisions of clause 67 (2) (b) relating to compensation shall *mutatis mutandis* apply in respect of any loss which an occupier of land has suffered as a result of the destruction of sugar cane by him in accordance with the provisions of subclause (1).”.

Amendment of Schedule F to the Agreement

3. Paragraph 9 of Schedule F to the Agreement is hereby amended by the addition to subparagraph (2) of the following item:

“(c) (i) For the purposes of this subparagraph, A-pool quota deliveries shall be deemed to include deliveries of seed cane made by a grower to other growers with the prior approval of the Local Pest and Disease Control Committee in accordance with such rules as may be determined by the Central Board.

(ii) The mass of seed cane delivered by a grower each year in accordance with subitem (i) shall be converted into tons of sucrose at the final relative sucrose per cent cane of such grower in that year.”.

Wysiging van klousule 66 van die Ooreenkoms

2. Klousule 66 van die Ooreenkoms word hierby gewysig deur die volgende subklousule na subklousule (1) in te voeg:

“(1) (A) Die bepalinge van klousule 67 (2) (b) met betrekking tot vergoeding is *mutatis mutandis* van toepassing ten opsigte van enige verlies wat 'n bewoner van grond gelyk het as gevolg van die vernietiging van suikerriet deur hom ooreenkomstig die bepalinge van subklousule (1).”.

Wysiging van Bylae F van die Ooreenkoms

3. Paragraaf 9 van Bylae F van die Ooreenkoms word hierby gewysig deur die volgende item by subparagraaf (2) te voeg:

“(c) (i) Vir die doeleindes van hierdie subparagraaf word A-poel-kwotalewerings geag lewerings van saadriet in te sluit deur 'n kweker aan ander kwekers met die vooraf goedkeuring van die Plaaslike Plaa- en Siektebeheerkomitee gemaak ooreenkomstig sodanige reëls as wat die Sentrale Raad mag bepaal.

(ii) Die massa saadriet wat elke jaar deur 'n kweker ooreenkomstig subitem (i) gelewer word, word in tonnemaat suikrose omskep teen die finale relatiewe suikrose-%-riet van sodanige kweker in daardie jaar.”.

No. R. 1326

23 June 1989

NOTICE IN TERMS OF CLAUSE 65 OF THE SUGAR INDUSTRY AGREEMENT, 1979—AMENDMENT

I, George Shepstone Bartlett, Deputy Minister of Economic Affairs and Technology, acting on behalf of and on assignment by the Minister of Economic Affairs and Technology, hereby, under clause 65 (3) (c) of the Sugar Industry Agreement, 1979, amend the Schedule to Government Notice No. R. 2720 of 11 December 1987 as set out in the Schedule hereto.

G. S. BARTLETT,
Deputy Minister of Economic Affairs and Technology.

SCHEDULE

The Schedule to Government Notice No. R. 2720 of 11 December 1987 is hereby amended by the addition to paragraph 3 of the following subparagraph:

“(4) In the event of a grower failing, within the period prescribed by the Committee, to carry out any measures required to be taken by such grower, the Committee shall have the power to declare the whole of such grower's land, or any specified portion thereof, to be quarantined for such period or periods as may be determined by it.”.

No. R. 1326

23 Junie 1989

KENNISGEWING INGEVOLGE KLOUSULE 65 VAN DIE SUIKERNYWERHEIDDOOREENKOMS, 1979.—WYSIGING

Ek, George Shepstone Bartlett, Adjunk-minister van Ekonomiese Sake en Tegnologie, handelende namens en in opdrag van die Minister van Ekonomiese Sake en Tegnologie, wysig hierby ingevolge klousule 65 (3) (c) van die Suikernywerheidsooreenkoms, 1979, die Bylae van Goewermentskennisgewing No. R. 2720 van 11 Desember 1987 soos in die Bylae hiervan uiteengesit.

G. S. BARTLETT,
Adjunk-minister van Ekonomiese Sake en Tegnologie.

BYLAE

Die Bylae van Goewermentskennisgewing No. R. 2720 van 11 Desember 1987 word hierby gewysig deur die volgende subparagraaf by paragraaf 3 te voeg:

“(4) Indien 'n kweker in gebreke bly om binne die tydperk deur die Komitee voorgeskryf enige maatreëls uit te voer wat sodanige kweker verplig is om te tref, het die Komitee die bevoegdheid om sodanige kweker se grond in sy geheel, of enige aangewese gedeelte daarvan, te verklaar as synde grond wat onder kwarantyn geplaas word vir sodanige tydperk of tydperke as wat deur die Komitee bepaal mag word.”.

Keep South Africa clean!
Hou Suid-Afrika skoon!



GOVERNMENT GAZETTE INDEX: REPUBLIC OF SOUTH AFRICA

The **Government Gazette Index: Republic of South Africa** provides quick and easy access to notices in the *Government Gazettes*. By means of direct subject indexing the retrieval of information on any subject is facilitated. Subjects are arranged alphabetically and subdivisions within each subject range from the general to the specific. Thus the user may either be directed to an individual notice or obtain an overview of existing legislation on a particular subject.

The Index is an especially valuable aid to the legal profession, local authorities, libraries, and commercial and industrial institutions.

It is published in three quarterly paperback issues and a hard cover annual cumulation. The subscription price is R96 p.a. (plus GST, postage and handling charges). Microfiche editions are available at the same price. A hard cover, two-volume **Cumulated Government Gazette Index (1979-1985)** is also obtainable at R150 (plus GST, postage and handling charges). Orders should be placed with:

Publications Division
The State Library
P.O. Box 397
Pretoria, 0001

Contact person:
Mrs C. M. Henning
Tel. (012) 386-1661

The State Library also produces Government Gazette Indexes for the TBVC countries. These are published annually and are available from the above address at the following prices:

Transkei:	R67,00	} (plus GST, postage and handling charges)
Bophuthatswana:	R82,00	
Venda:	R71,00	
Ciskei:	R36,00	

GOVERNMENT GAZETTE INDEX: REPUBLIC OF SOUTH AFRICA

Die **Government Gazette Index: Republic of South Africa** sorg vir die vinnige en maklike opsporing van kennisgewings in die *Staatskoerante*. Die ontsluiting van inligting oor enige onderwerp word vergemaklik deur middel van direkte onderwerpindeksering. Onderwerpe is alfabeties gerangskik en onderverdelings van elke onderwerp wissel van algemeen tot spesifiek. Die gebruiker word dus óf na 'n individuele kennisgewing verwys óf hy kan 'n oorsig van bestaande wetgewing oor 'n spesifieke onderwerp bekom.

Die Indeks is 'n besonder waardevolle hulpmiddel vir die regsberoep, plaaslike besture, biblioteke en kommersiële en industriële instellings.

Dit word uitgegee in drie sagteband kwartaalbande en 'n jaarlikse kumulasie in hardeband. Die subskripsieprys is R96 per jaar (plus AVB, posgeld en hanteringskoste). Microfiche-uitgawes is teen dieselfde prys beskikbaar. 'n **Cumulated Government Gazette Index (1979-1985)** bestaande uit twee volumes in hardeband, is ook beskikbaar teen R150 (plus AVB, posgeld en hanteringskoste). Bestellings moet geplaas word by:

Publikasie-afdeling
Die Staatsbiblioteek
Posbus 397
Pretoria, 0001

Kontakpersoon:
Mev. C. M. Henning
Tel. (012) 386-1661

Die Staatsbiblioteek stel ook Staatskoerantindekse saam vir die TBVC-lande. Dit word jaarliks uitgegee en is by bogenoemde adres teen die volgende pryse beskikbaar:

Transkei:	R67,00	} (plus AVB, posgeld en hanteringskoste)
Bophuthatswana:	R82,00	
Venda:	R71,00	
Ciskei:	R36,00	

Om addisionele publikasiekoste te voorkom word al die Indekse slegs in Engels gepubliseer.

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1988 to 30 September 1989, English is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Acts of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. ***It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.***

— o o —

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1988 tot 30 September 1989 word Engels EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. ***Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.***

CONTENTS**INHOUD**

No.		Page No.	Gazette No.	No.		Bladsy No.	Koerant No.
PROCLAMATIONS				PROKLAMASIES			
R. 95	Black Administration Act (38/1927): Repeal of legislation administered by the Department of Development Aid	1	11965	R. 95	Swart Administrasie Wet (38/1927): Herroeping van wetgewing wat deur die Departement van Ontwikkelingshulp geadministreer word	1	11965
R. 96	Development Trust and Land Act (18/1936): Application of certain provisions of the Black Taxation Act, 1969 (Act No. 92 of 1969), for the collection or recovery of debt or rent due to the South African Development Trust: Repeal of Proclamation No. R. 32 of 1976	3	11965	R. 96	Ontwikkelingstrust en Grond Wet (18/1936): Toepassing van sekere bepalings van die Wet op Swart Belasting, 1969 (Wet No. 92 van 1969), vir die invordering of verhaal van skuld of huur-geld verskuldig aan die Suid-Afrikaanse Ontwikkelingstrust: Herroeping van Proklamasie No. R. 32 van 1976	3	11965
GOVERNMENT NOTICES				GOEWERMENSKENNISGEWINGS			
Justice, Department of				Handel en Nywerheid, Departement van			
<i>Government Notice</i>				<i>Goewermenskennisgewings</i>			
R. 1324	Judges' Remuneration and Conditions of Employment Act (88/1989): Judges: Administrative recesses, leave, transport and allowances in respect of transport, travelling and subsistence	3	11965	R. 1325	Suikerwet (9/1978): Wysiging van die Suikernywerheidsooreenkoms, 1979	24	11965
Manpower, Department of				R. 1326	do.: Kennisgewing ingevolge klousule 65 van die Suikernywerheidsooreenkoms, 1979: Wysiging	25	11965
<i>Government Notices</i>				Justisie, Departement van			
R. 1303	Wage Act (5/1957): Cancellation of Wage Determination 348	9	11965	<i>Goewermenskennisgewing</i>			
R. 1318	Labour Relations Act (28/1956): Industrial Council for the Local Government Undertaking: Agreement for the East Rand Division: Correction notice	9	11965	R. 1324	Wet op Besoldiging en Diensvoorwaardes van Regters (88/1989): Regters: Administratiewe resesse, verlof, vervoer en toelaes in verband met vervoer, reis en onderhoud	3	11965
R. 1327	Labour Relations Act (28/1956): Iron, Steel, Engineering and Metallurgical Industry: Amendment of Main Agreement ..	12	11965	Mannekrag, Departement van			
R. 1328	do.: do.: do.	17	11965	<i>Goewermenskennisgewings</i>			
National Health and Population Development, Department of				R. 1303	Loonwet (5/1957): Intrekking van Loonvasstelling 348	9	11965
<i>Government Notice</i>				R. 1318	Wet op Arbeidsverhoudinge (28/1956): Nywerheidsraad vir die Plaaslike Bestuursonderneming: Ooreenkoms vir die Oos-Rand Afdeling: Verbeteringskennisgewing	9	11965
R. 1317	Pharmacy Act (53/1974): The South African Pharmacy Council: Regulations relating to information to be furnished to the registrar: Amendment	23	11965	R. 1327	Wet op Arbeidsverhoudinge (28/1956): Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid: Wysiging van Hoof-ooreenkoms	12	11965
Trade and Industry, Department of				R. 1328	do.: do.: do.	17	11965
<i>Government Notices</i>				Nasionale Gesondheid en Bevolkingsontwikkeling, Departement van			
R. 1325	Sugar Act (9/1978): Amendment of the Sugar Industry Agreement, 1979	24	11965	<i>Goewermenskennisgewing</i>			
R. 1326	do.: Notice in terms of clause 65 of the Sugar Industry Agreement, 1979: Amendment	25	11965	R. 1317	Wet op Aptekers (53/1974): Die Suid-Afrikaanse Aptekersraad: Regulasies betreffende inligting wat aan die registrateur verskaf moet word: Wysiging	23	11965