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GOVERNMENT NOTICES

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF EDUCATION AND CULTURE

No. R. 1195

30 May 1991

UNIVERSITIES ACT, 1955

UNIVERSITY OF PRETORIA: AMENDMENT OF STATUTE

The Council of the University of Pretoria has, with the approval of the Minister of Education and Culture, under section 17 (1) of the Universities Act, 1955 (Act No. 61 of 1955), framed the amendment to the Statute set out in the Schedule hereto.

SCHEDULE

1. In this Schedule the expression "the Statute" means the statute published under Government Notice No. R. 2247 of 4 November 1988.

Amendment of paragraph 5

2. Paragraph 5 of the Statute is hereby amended by the addition of the following proviso:

"Provided that when a retiring Vice-chancellor and Principal is reappointed for a period which, together with any previous period(s) of office, does not exceed 10 years, consultation with the Senate is not required."

ADMINISTRATION: HOUSE OF DELEGATES

DEPARTMENT OF EDUCATION AND CULTURE

No. R. 1224

30 May 1991

REGULATIONS UNDER THE INDIANS EDUCATION ACT, 1965 (ACT No. 61 OF 1965)

The Minister of Education and Culture has, under section 31 of the Indians Education Act, 1965 (Act No. 61 of 1965), made the regulations contained in the Schedule hereto.

613—A

GOEWERMENSKENNISGEWINGS

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN ONDERWYS EN KULTUUR

No. R. 1195

30 Mei 1991

WET OP UNIVERSITEITE, 1955

UNIVERSITEIT VAN PRETORIA: WYSIGING VAN STATUUT

Die Raad van die Universiteit van Pretoria het kragtens artikel 17 (1) van die Wet op Universiteite, 1955 (Wet No. 61 van 1955), met die goedkeuring van die Minister van Onderwys en Kultuur die wysiging aan die Statuut in die Bylae hiervan uiteengesit opgestel.

BYLAE

1. In hierdie Bylae beteken die uitdrukking "die Statuut" die statuut gepubliseer by Goewermentskennisgewing No. R. 2247 van 4 November 1988.

Wysiging van paragraaf 5

2. Paragraaf 5 van die Statuut word hierby gewysig deur die toevoeging van die volgende voorbehoudsbepaling:

"Met dien verstande dat wanneer 'n aftredende Vise-kanselier en Rektor weer aangestel word vir 'n termyn wat saam met enige vorige ampstermyn(e) nie 10 jaar oorskry nie, raadpleging met die Senaat nie nodig is nie."

ADMINISTRASIE: RAAD VAN AFGEVAARDIGDES

DEPARTEMENT VAN ONDERWYS EN KULTUUR

No. R. 1224

30 Mei 1991

REGULASIES KRAGTENS DIE WET OP ONDER- WYS VIR INDIËRS, 1965 (WET No. 61 VAN 1965)

Die Minister van Onderwys en Kultuur het kragtens artikel 31 van die Wet op Onderwys vir Indiërs, 1965 (Wet No. 61 van 1965), die regulasies in die Bylae hiervan vervat, uitgevaardig.

13275—1

SCHEDULE

REGULATIONS RELATING TO THE ESTABLISHMENT OF PARENT TEACHER ASSOCIATIONS AT STATE AND STATE-AIDED PRIMARY AND SECONDARY SCHOOLS

ARRANGEMENT OF REGULATIONS

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Definitions

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

“**association**”, in relation to a State or State-aided primary or secondary school, means a parent teacher association established by regulation 2;

“**elected member**” means a member of an association elected in terms of regulation 3 (1) (b);

“**grantee**” means the person appointed by the proprietor or governing body of a State-aided school, subject to the approval of the Minister, to receive and administer any subsidy in respect of such school;

“**head of education**” means the person contemplated in section 2 of the Act;

“**parent**”, in relation to a pupil, includes any guardian and any other person in whose custody the pupil has been lawfully placed;

“**principal**”, in relation to a school, means the head of the school, and includes any person acting in that capacity at the school;

“**pupil**” means any person admitted to a school in terms of the regulations promulgated under Government Notice No. R. 2753 of 30 November 1990;

“**school**” means a school referred to in regulation 2;

“**secretary**” means a person appointed in terms of regulation 15 (b) to perform the secretarial duties relating to the functions of an association;

“**the Act**” means the Indians Education Act, 1965 (Act No. 61 of 1965).

BYLAE

REGULASIES BETREFFENDE DIE INSTELLING VAN OUER-ONDERWYSERSVERENIGINGS BY STAATS- EN STAATSONDERSTEUNDE PRIMÊRE EN SEKONDÊRE SKOLE

INDELING VAN REGULASIES

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Woordomskriving

1. In hierdie regulasies het 'n woord of uitdrukking waaraan in die Wet 'n betekenis geheg is, die betekenis aldus daaraan geheg en, tensy uit die samehang anders blyk, beteken—

“**begiftigde**” die persoon deur die eienaar of bestuursliggaam van 'n Staatsondersteunde skool, behoudens die goedkeuring van die Minister, aangestel om enige subsidie ten opsigte van sodanige skool te ontvang en te administreer;

“**die Wet**” die Wet op Onderwys vir Indiërs, 1965 (Wet No. 61 van 1965);

“**leerling**” enige persoon wat tot 'n skool toegelaat word kragtens die regulasies afgekondig by Goewermentskennisgewing No. R. 2753 van 30 November 1990;

“**onderwyshoof**” die persoon in artikel 2 van die Wet beoog;

“**ouer**”, met betrekking tot 'n leerling, ook enige voog en enige ander persoon in wie se bewaring die leerling wettig geplaas is;

“**prinsipaal**”, met betrekking tot 'n skool, die hoof van die skool, en ook enige persoon wat in daardie hoedanigheid by die skool waarneem;

“**sekretaris**” 'n persoon kragtens regulasie 15 (b) aangestel om die sekretariële pligte betreffende die werksaamhede van 'n vereniging te verrig;

“**skool**” 'n skool bedoel in regulasie 2;

“**vereniging**”, met betrekking tot 'n Staats- of Staatsondersteunde primêre of sekondêre skool, 'n ouer-onderwysersvereniging ingestel by regulasie 2;

“**verkose lid**” 'n lid van 'n vereniging verkies kragtens regulasie 3 (1) (b).

Establishment of a parent teacher association

2. A parent teacher association is hereby established for every State or State-aided primary or secondary school established or erected, or deemed to have been established or erected, and maintained under section 3 of the Act.

Constitution of a parent teacher association

3. (1) An association shall consist of—

(a) two members of the teaching staff of the school concerned, nominated by the majority of members of the staff of that school;

(b) in the case of a school with an enrolment of less than 100 pupils, three persons, and, in the case of a school with an enrolment of 100 pupils or more, a minimum of three but not more than nine persons, elected in accordance with the provisions of these regulations by parents of pupils attending the school: Provided that the election of persons who are not parents of pupils attending the school shall be restricted to one such person in the case of a school with less than 100 pupils, or to two such persons in the case of a school with 100 pupils or more;

(c) the principal of the school concerned, who shall *ex officio* be a member of the association of that school; and

(d) in the case of a State-aided school, the grantee of such school, who shall *ex officio* be a member of the association concerned.

(2) If the required number of persons referred to in subregulation (1) (b) is not elected, the principal shall nominate the remaining number of members of an association from amongst the parents present at the election meeting contemplated in the said subregulation, and the persons so nominated shall be deemed to have been duly elected in terms of these regulations.

Disqualification of members of an association

4. No person shall be appointed a member of an association if—

(a) he is not a South African citizen permanently resident in the Republic;

(b) he is an unrehabilitated insolvent;

(c) he has been convicted of any offence for which he has been sentenced to imprisonment without the option of a fine; or

(d) he is a person who in terms of the Act or any other law has been discharged from his post on account of misconduct or unfitness for his duties or incapacity to perform them efficiently.

Term of office of members of an association and filling of vacancies

5. (1) Subject to the provisions of regulation 6 (2), a member of an association appointed in terms of regulation 3 shall hold office for a period of two years as from the date of his appointment.

(2) If a member of an association ceases to hold office for any reason, the association may, subject to the provisions of regulations 3 and 4, appoint a person in his place for the unexpired period of his term of office.

Instelling van 'n ouer-onderwysersvereniging

2. Daar word hierby 'n ouer-onderwysersvereniging ingestel vir elke Staats- of Staatsondersteunde primêre of sekondêre skool ingestel of opgerig, of geag ingestel of opgerig te wees, en in stand gehou kragtens artikel 3 van die Wet.

Samestelling van 'n ouer-onderwysersvereniging

3. (1) 'n Vereniging bestaan uit—

(a) twee lede van die onderwyspersoneel van die betrokke skool, genomineer deur die meerderheid van die personeellede van daardie skool;

(b) in die geval van 'n skool met minder as 100 ingeskrewe leerlinge, drie persone, en, in die geval van 'n skool met 100 of meer ingeskrewe leerlinge, 'n minimum van drie maar hoogstens nege persone, verkies in ooreenstemming met die bepalings van hierdie regulasies deur ouers van leerlinge wat die skool bywoon: Met dien verstande dat die verkiesing van persone wat nie ouers van leerlinge wat die skool bywoon, is nie, beperk word tot een sodanige persoon in die geval van 'n skool met minder as 100 leerlinge, of tot twee sodanige persone in die geval van 'n skool met 100 leerlinge of meer;

(c) die prinsipaal van die betrokke skool, wat ampshalwe 'n lid van die vereniging van daardie skool is; en

(d) in die geval van 'n Staatsondersteunde skool, die begiftigde van sodanige skool, wat ampshalwe 'n lid van die betrokke vereniging is.

(2) Indien die vereiste getal persone bedoel in subregulasie (1) (b) nie verkies word nie, moet die prinsipaal die oorblywende getal lede van 'n vereniging benoem uit die geledere van die ouers aanwesig op die verkiesingsvergadering beoog in genoemde subregulasie, en die persone aldus benoem, word geag behoorlik verkies te wees kragtens hierdie regulasies.

Diskwalifisering van lede van 'n vereniging

4. Geen persoon word as lid van 'n vereniging aangestel nie indien—

(a) hy nie 'n Suid-Afrikaanse burger wat permanent in die Republiek woon, is nie;

(b) hy 'n ongerehabiliteerde insolvent is;

(c) hy skuldig bevind is aan 'n oortreding waarvoor hy tot gevangenisstraf sonder die keuse van 'n boete gevonnis is; en

(d) hy 'n persoon is wat kragtens die Wet op enige ander wet uit sy pos ontslaan is weens wangedrag of ongeskiktheid vir sy pligte of onvermoë om hulle op bekwame wyse uit te voer.

Ampstermyn van lede van 'n vereniging en die vul van vakatures

5. (1) Behoudens die bepalings van regulasie 6 (2) beklee 'n lid van 'n vereniging aangestel kragtens regulasie 3 sy amp vir 'n tydperk van twee jaar vanaf die datum van sy aanstelling.

(2) Indien 'n lid van 'n vereniging om enige rede ophou om sy amp te beklee, kan die vereniging, behoudens die bepalings van regulasies 3 en 4, 'n persoon in sy plek aanstel vir die onverstreke tydperk van sy ampstermyn.

Vacating of office by members of an association

6. (1) A member of an association shall vacate his office—

(a) if he becomes subject to any disqualification referred to in regulation 4;

(b) if he becomes of unsound mind and has been so declared by a competent court; or

(c) if he has been absent from more than three consecutive meetings of an association without the permission of the chairman.

(2) The Minister may at any time remove a member of an association from office or dissolve an association as a whole if, in the opinion of the Minister, sound reasons exist for doing so.

Meeting of parents

7. (1) For the purposes of regulation 3 (1) (b), the principal concerned shall—

(a) in the case of existing schools, within one month of the coming into operation of these regulations; or

(b) in the case of a newly established school, within three months of its establishment; or

(c) 14 days prior to the expiry of the term of office referred to in regulation 5 (1); or

(d) within 14 days of the dissolution referred to in regulation 6 (2),

convene an inaugural meeting of parents of pupils attending the school concerned.

(2) The principal shall fix the date, time and place of the meeting referred to in subregulation (1), and shall give all parents of pupils then attending the school, written notice of at least 14 days of the arrangements and purpose of such meeting.

(3) The non-receipt of a notice contemplated in subregulation (2) and the consequent absence of a member from that meeting shall not affect the validity of any proceedings at the meeting to which such notice relates.

Quorum at meetings

8. (1) The number of parents forming a quorum at a meeting referred to in regulation 7 (1) shall, subject to the provisions of subregulation (3), be that number of parents of pupils attending the school concerned which is equal to 20 percent of the total number of such pupils or 25, whichever is the lesser.

(2) If at the time fixed for the commencement of a meeting referred to in regulation 7 (1), a quorum contemplated by subregulation (1) is not present, the principal concerned shall cancel such meeting and, within a period of seven days therefrom, convene a second meeting in terms of regulation 7.

(3) If at the time fixed for the holding of the second meeting referred to in subregulation (2), a quorum contemplated by subregulation (1) is not present, such second meeting shall proceed and the parents present at such second meeting shall be deemed to form a quorum.

Neerlegging van amp deur lede van 'n vereniging

6. (1) 'n Lid van 'n vereniging moet sy amp neerlê—

(a) indien hy onderhewig word aan enige diskwalifikasie in regulasie 4 bedoel;

(b) indien hy geestelik versteurd raak en deur 'n bevoegde hof aldus verklaar is; of

(c) indien hy sonder die verlof van die voorsitter afwesig was van meer as drie agtereenvolgende vergaderings van 'n vereniging.

(2) Die Minister kan te eniger tyd 'n lid van 'n vereniging uit sy amp onthef of 'n vereniging as geheel ontbind indien daar na die mening van die Minister grondige redes vir sodanige optrede bestaan.

Vergadering van ouers

7. (1) Vir die doeleindes van regulasie 3 (1) (b) moet die betrokke prinsipaal—

(a) in die geval van bestaande skole, binne een maand na die inwerkingtreding van hierdie regulasies; of

(b) in die geval van 'n nuut ingestelde skool, binne drie maande na sy instelling; of

(c) 14 dae voor die verstryking van die ampstermyn bedoel in regulasie 5 (1); of

(d) binne 14 dae na die ontbinding bedoel in regulasie 6 (2),

'n stigtingsvergadering van ouers van leerlinge wat die betrokke skool bywoon, belê.

(2) Die prinsipaal bepaal die datum, tyd en plek van die vergadering in subregulasie (1) bedoel en moet aan alle ouers van leerlinge wat dan die skool bywoon, minstens 14 dae skriftelik kennis gee van die reëlins en doel van sodanige vergadering.

(3) Die nie-ontvangs van 'n kennisgewing beoog in subregulasie (2) en die gevolglike afwesigheid van 'n lid van daardie vergadering raak nie die geldigheid van enige verrigtinge op die vergadering waarop sodanige kennisgewing betrekking het nie.

Kworum op vergaderings

8. (1) Die getal ouers wat 'n kworum uitmaak op 'n vergadering bedoel in regulasie 7 (1) is, behoudens die bepalings van subregulasie (3), die getal ouers van leerlinge wat die betrokke skool bywoon wat gelyk is aan 20 persent van die totale getal sodanige leerlinge of 25, watter ook al die minste is.

(2) Indien 'n kworum beoog in subregulasie (1) op die tyd bepaal vir die aanvang van 'n vergadering bedoel in regulasie 7 (1) nie aanwesig is nie, stel die betrokke prinsipaal sodanige vergadering af en belê hy binne 'n tydperk van sewe dae vanaf bedoelde tyd 'n tweede vergadering kragtens regulasie 7.

(3) Indien 'n kworum beoog in subregulasie (1) op die tyd bepaal vir die hou van die tweede vergadering bedoel in subregulasie (2) nie aanwesig is nie, gaan sodanige tweede vergadering voort en die ouers wat op sodanige tweede vergadering aanwesig is, word geag 'n kworum uit te maak.

Presiding officer

9. The principal of the school concerned shall preside at every meeting convened in terms of regulation 7.

Nomination of members

10. (1) If, at the time fixed for the holding of a meeting referred to in regulation 7, a quorum is present, the presiding officer shall call upon the parents of pupils attending the school concerned to nominate candidates in accordance with regulation 3 (1) (b) for election as members of an association.

(2) Any candidate nominated for election as a member of an association shall not be considered as having been nominated unless he is proposed by a parent of a pupil attending the school concerned and seconded by another parent of a pupil enrolled at that school.

(3) A candidate for election shall at a meeting be proposed and seconded either orally or in writing on a form signed by the proposer and seconder and delivered to the presiding officer at the meeting.

(4) No candidate shall be regarded as having been duly nominated, unless he consents in writing to such nomination and confirms that he qualifies in terms of regulation 4 to become a member of the association for which he is being nominated as a candidate.

(5) If any candidate nominated for election is not present at the meeting, the consent and confirmation required in terms of subregulation (4) shall be lodged in writing to the presiding officer at the time when he is so nominated.

(6) The presiding officer shall reject the nomination of any person proved to the satisfaction of such officer not to be duly nominated or eligible for election to an association in terms of these regulations, or the nomination of any person in respect of whom the presiding officer, before the commencement of the meeting, receives a written communication signed by such person that he has withdrawn his candidature, and shall thereafter—

(a) publicly announce the names of the candidates whose nominations have been accepted and those whose nominations have been rejected; and

(b) cause the names of the candidates whose nominations have been accepted to be publicly displayed in writing to the persons present at the meeting.

11. If the total number of candidates whose nominations have been accepted by the presiding officer—

(a) is not more than the number of members determined in terms of regulation 3 (1) (b), such candidates shall be deemed to have been duly elected as members of the association concerned without their nominations having been put to a vote; or

(b) is more than the number of members determined in terms of regulation 3 (1) (b), the presiding officer shall call for a poll to determine who shall be elected as members of such association.

Voorsittende beampte

9. Die prinsipaal van die betrokke skool moet voorsit op elke vergadering belê kragtens regulasie 7.

Nominasie van lede

10. (1) Indien 'n kworum op die tyd bepaal vir die hou van 'n vergadering bedoel in regulasie 7 aanwesig is, vra die voorsittende beampte die ouers van leerlinge wat die betrokke skool bywoon om kandidate ooreenkomstig regulasie 3 (1) (b) vir verkiesing as lede van 'n vergadering te nomineer.

(2) 'n Kandidaat genomineer vir verkiesing as lid van 'n vereniging word nie geag genomineer te wees nie tensy hy voorgestel word deur 'n ouer van 'n leerling wat die betrokke skool bywoon en gesekondeer word deur 'n ander ouer van 'n leerling wat by daardie skool ingeskryf is.

(3) 'n Kandidaat vir verkiesing word op 'n vergadering of mondeling voorgestel en gesekondeer of skriftelik op 'n vorm wat deur die voorsteller en sekondant onderteken en op die vergadering aan die voorsittende beampte oorhandig word.

(4) Geen kandidaat word geag behoorlik genomineer te wees nie tensy hy skriftelik tot sodanige nominasie toestem en bevestig dat hy kragtens regulasie 4 kwalifiseer om 'n lid te word van die vereniging waarvoor hy as kandidaat genomineer word.

(5) Indien enige kandidaat wat vir verkiesing genomineer word, nie op die vergadering aanwesig is nie, moet die toestemming en bevestiging vereis ingevolge subregulasie (4) skriftelik by die voorsittende beampte ingedien word op die tydstip waarop hy aldus genomineer word.

(6) Die voorsittende beampte verwerp die nominasie van enige persoon wat volgens bewyse tot tevredenheid van sodanige beampte kragtens hierdie regulasies nie behoorlik genomineer of nie verkiesbaar in 'n vereniging is nie, of die nominasie van enige persoon ten opsigte van wie die voorsittende beampte voor die aanvang van die vergadering 'n skriftelike mededeling onderteken deur sodanige persoon ontvang dat hy sy kandidatuur teruggetrek het, en moet daarna—

(a) in die openbaar die name bekendmaak van die kandidate wie se nominasies aanvaar is en van dié wie se nominasies verwerp is; en

(b) die name van die kandidate wie se nominasies aanvaar is, skriftelik in die openbaar laat vertoon aan die persone wat op die vergadering aanwesig is.

11. Indien die totale getal kandidate wie se nominasies deur die voorsittende beampte aanvaar is—

(a) nie meer as die getal lede bepaal kragtens regulasie 3 (1) (b) is nie, word sodanige kandidate geag behoorlik verkies te wees as lede van die betrokke vereniging, sonder dat hul nominasies in stemming gebring is; of

(b) meer as die getal lede bepaal kragtens regulasie 3 (1) (b) is, vra die voorsittende beampte 'n stemming om te bepaal wie tot lede van sodanige vereniging verkies moet word.

Poll

12. (1) No person who is not a parent of a pupil attending the school concerned may vote at any election for members of an association, and the presiding officer shall make an announcement to that effect when a poll is to be held.

(2) No parent may record more than one vote for any one candidate.

(3) A poll shall be by secret ballot as referred to in regulation 13.

ELECTION OF MEMBERS

13. (1) For the purposes of regulation 11 (b), the presiding officer shall provide each parent at the meeting who wishes to vote, with a blank sheet of writing paper on which an official mark or stamp appears, hereinafter referred to as a ballot paper.

(2) Each parent to whom a ballot paper has been issued in terms of subregulation (1) shall—

(a) forthwith record thereon the names of the candidates whose names have been publicly displayed in terms of regulation 10 (6) (b) and shall thereupon record his vote by making a cross on the ballot paper opposite the names of not more than the number of candidates determined in terms of regulation 3 (1) (b) for whom he votes; and

(b) fold the completed ballot paper and hand it to the presiding officer.

(3) After all the completed ballot papers have been received by the presiding officer, he shall, in the presence of every person who is desirous of being present at the counting of votes—

(a) unfold all the ballot papers so that the names of the candidates for whom votes have been recorded, are displayed;

(b) reject all ballot papers—

(i) on which the official mark or stamp referred to in subregulation (1) does not appear; or

(ii) on which more votes are recorded than the number of persons to be elected in terms of regulation 3 (1) (b); or

(iii) which are completed in such a way that in the opinion of the presiding officer it is uncertain for which candidate or candidates a vote was recorded; and

(c) ascertain the result of the poll by counting the number of votes recorded for each candidate.

(4) In the event of a tie, with an equal number of votes polled for two or more candidates, the presiding officer shall decide the matter by lot as follows:

(a) The names of all candidates from among whom a selection is to be made, shall be written on pieces of paper of equal size and of a similar shape and colour.

(b) The pieces of paper contemplated in paragraph (a) shall be displayed to every person who is present at the place where the lot is being conducted and who is desirous of inspecting any or all such pieces of paper. The presiding officer shall thereupon fold every such piece of paper in such a manner that the names thereon are not visible, and shall place every such piece of paper in an empty container.

Stemming

12. (1) Geen persoon wat nie 'n ouer van 'n leerling wat die betrokke skool bywoon, is nie, mag by 'n verkiesing van lede van 'n vereniging stem nie en die voorsittende beampte moet 'n aankondiging te dien effekte doen wanneer 'n stemming gehou word.

(2) Geen ouer mag meer as een keer vir enige bepaalde kandidaat stem nie.

(3) 'n Stemming moet per geheime stembriefie soos bedoel in regulasie 13 wees.

VERKIESING VAN LEDE

13. (1) Vir die doeleindes van regulasie 11 (b) voorsien die voorsittende beampte elke ouer op die vergadering wat wil stem, van 'n blanko velletjie skryfpapier waarop 'n amptelike merk of stempel verskyn, hierna 'n stembriefie genoem.

(2) Elke ouer aan wie 'n stembriefie kragtens subregulasie (1) uitgereik is, moet—

(a) onverwyld daarop die name aanteken van die kandidate wie se name ingevolge regulasie 10 (6) (b) in die openbaar vertoon is en moet daarna sy stem uitbring deur op die stembriefie 'n kruisie te trek teenoor die name van nie meer nie as die getal kandidate bepaal kragtens regulasie 3 (1) (b) vir wie hy stem; en

(b) die voltooide stembriefie toevou en aan die voorsittende beampte oorhandig.

(3) Nadat die voorsittende beampte al die voltooide stembriefies ontvang het, moet hy in teenwoordigheid van elke persoon wat by die tel van die stemme aanwesig wil wees—

(a) al die stembriefies oopvou sodat die name van die kandidate vir wie daar stemme uitgebring is, vertoon word;

(b) alle stembriefies verwerp—

(i) waarop die amptelike merk of stempel bedoel in subregulasie (1) nie verskyn nie; of

(ii) waarop meer stemme uitgebring is as die getal persone wat kragtens regulasie 3 (1) (b) verkies moet word; of

(iii) wat op so 'n manier voltooi is dat dit na die mening van die voorsittende beampte onseker is vir watter kandidaat of kandidate 'n stem uitgebring is; en

(c) die uitslag van die stemming vasstel deur die getal stemme vir elke kandidaat uitgebring, te tel.

(4) In die geval van 'n staking van stemme, met 'n gelyke getal stemme uitgebring vir twee of meer kandidate, moet die voorsittende beampte die saak deur loting soos volg beslis:

(a) Die name van alle kandidate uit wie 'n keuse gedoen moet word, word op stukkies papier van gelyke grootte en van eenderse vorm en kleur geskryf.

(b) Die stukkies papier beoog in paragraaf (a), word vertoon aan elke persoon wat aanwesig is by die plek waar die loting uitgevoer word en wat enige van of al sodanige stukkies papier wil inspekteer. Die voorsittende beampte vou daarna elke sodanige stukkies papier op so 'n manier dat die name daarop nie sigbaar is nie en plaas elke sodanige stukkies papier in 'n leë houder.

(c) The presiding officer shall appoint an impartial person to draw from the container such number of pieces of paper as may be necessary to determine the matter in respect of which the lot is being conducted.

(d) The presiding officer shall thereupon shake the container in such a manner as to mix the pieces of paper thoroughly therein and shall hold the container in such a position that the person appointed in terms of paragraph (c) is unable to see the pieces of paper in such container.

(e) The person appointed in terms of paragraph (c) shall thereafter draw a piece of paper from the container and shall, without unfolding such piece of paper, hand it to the presiding officer and shall repeat such action as many times as may be necessary to determine the matter in respect of which the lot is being conducted.

(f) The presiding officer shall unfold each piece of paper drawn in terms of paragraph (e), read out the name or words written thereon and display each such piece of paper to every person who is present at the place where the lot is being conducted and who is desirous of inspecting any or all such pieces of paper.

(g) The candidate or candidates whose names are drawn shall be deemed to have been elected.

(5) As soon as it has been determined which candidates have been elected members of an association, the presiding officer shall—

(a) publicly declare those candidates to be duly elected members of the association;

(b) announce the names of the members nominated in terms of regulation 3 (1) (a);

(c) after consultation with the members of the association concerned, decide on and publicly declare the date, time and place for the first meeting of the association, which date shall not be later than 14 days after the date of inaugural meeting; and

(d) thereupon declare the meeting closed.

14. (1) The presiding officer shall—

(a) place all ballot papers used at the election in envelopes and seal the envelopes; and

(b) forthwith notify the head of education in writing of the names, residential addresses and telephone numbers of the members of the association concerned.

(2) The said ballot papers shall be kept in safe custody at the school concerned for a period of at least two years from the date of the election, and may be scrutinised only on the authority of an order of a court of competent jurisdiction or the head of education.

Chairman and secretary

15. At a first meeting referred to in regulation 13 (5) (c), at which meeting the principal concerned shall preside until a chairman is elected, an association shall—

(a) elect a chairman from its elected members; and

(b) appoint a person, preferably a member of the teaching staff of the school concerned, who is not a member of the association, as secretary without the right to vote.

(c) Die voorsittende beampte wys 'n onpartydige persoon aan om uit die houer die getal stukkies papier te trek wat nodig is om die saak ten opsigte waarvan die loting uitgevoer word, te beslis.

(d) Die voorsittende beampte skud daarna die houer op so 'n manier dat die stukkies papier deeglik daarin gemeng word en hou die houer in so 'n posisie dat die persoon kragtens paragraaf (c) aangewys, nie in staat is om die stukkies papier in sodanige houer te sien nie.

(e) Die persoon aangewys kragtens paragraaf (c) trek daarna 'n stukkie papier uit die houer en oorhandig sodanige stukkie papier, sonder om dit oop te vou, aan die voorsittende beampte en herhaal sodanige handeling soveel keer as wat nodig is om die saak ten opsigte waarvan die loting uitgevoer word, te beslis.

(f) Die voorsittende beampte vou elke stukkie papier ooreenkomstig paragraaf (e) getrek, oop, lees die naam of woorde daarop geskryf, uit en vertoon elke sodanige stukkie papier aan elke persoon wat aanwesig is by die plek waar die loting uitgevoer word en wat enige van of al sodanige stukkies papier wil inspekteer.

(g) Die kandidaat of kandidate wie se name getrek word, word geag verkies te wees.

(5) Sodra daar bepaal is watter kandidate as lede van 'n vereniging verkies is, moet die voorsittende beampte—

(a) daardie kandidate in die openbaar as behoorlik verkose lede van die vereniging verklaar;

(b) die name van die lede wat kragtens regulasie 3 (1) (a) genomineer is, bekendmaak;

(c) na oorlegpleging met die lede van die betrokke vereniging, die datum, tyd en plek vir die eerste vergadering van die vereniging bepaal en in die openbaar bekendmaak, welke datum uiterlik 14 dae na die datum van die stigtingsvergadering is; en

(d) daarna die vergadering gesluit verklaar.

14. (1) Die voorsittende beampte moet—

(a) alle stembriefies wat by die verkiesing gebruik is, in koeverte plaas en die koeverte verseël; en

(b) onverwyld die onderwyshoof skriftelik verwittig van die name, woonadresse en telefoonnommers van die lede van die betrokke vereniging.

(2) Genoemde stembriefies moet by die betrokke skool in veilige bewaring gehou word vir 'n tydperk van minstens twee jaar vanaf die verkiesingsdatum en mag slegs op gesag van 'n bevel van 'n hof met jurisdiksie of die onderwyshoof ondersoek word.

Voorsitter en sekretaris

15. Op 'n eerste vergadering in regulasie 13 (5) (c) bedoel, op welke vergadering die betrokke prinsipaal moet voorsit totdat 'n voorsitter verkies is, moet 'n vergadering—

(a) 'n voorsitter uit sy verkose lede kies; en

(b) 'n persoon, verkieslik 'n lid van die onderwyspersoneel van die betrokke skool, wat nie 'n lid van die vereniging is nie, aanstel as sekretaris sonder die reg om te stem.

Frequency of meetings and meeting procedures

16. (1) An association shall meet for the dispatch of business as often as may be necessary, but not less than once every school term.

(2) The chairman may at any time convene a special meeting of an association to be held at such time and place as he may determine.

(3) Half of the members of an association plus one member shall constitute a quorum for a meeting of the association.

(4) If the chairman is absent from any meeting of an association the members present shall elect a person from among the elected members to preside at that meeting.

(5) A decision of a majority of the members of an association present at a meeting of the association shall constitute a decision of the association, and, in the event of an equality of votes on any matter, the person presiding at the meeting in question shall have a casting vote in addition to his deliberative vote.

(6) Any decision taken by an association or any act performed under authority of the association shall not be invalidated merely by reason of—

(a) a vacancy on the association; or

(b) the fact that any person not entitled to sit as a member of the association sat as such a member at the time when the decision was taken or the act was authorised, provided the decision was taken or the act was authorised by the majority of the members of the association present at such time and who were entitled to sit as members.

Minutes of meetings

17. The secretary shall within 14 days of the date of any meeting of an association, submit a copy of the minutes of that meeting to the head of education.

Powers, duties and functions of an association

18. For the purpose of promoting a school as a community, educational and cultural centre, an association may—

(a) encourage community participation in all activities undertaken by the school;

(b) become involved in setting goals for the school and work in consultation with the principal and his staff to achieve such goals: provided that such involvement shall not be so construed as to authorise an association to be directly involved with the day-to-day administration and control of the school or with the exercise and performance of the powers, duties and functions of a member of the staff of the school;

(c) become involved in structuring meaningful youth activities in order to discourage antisocial behaviour;

(d) act as a consultative committee in situations where pupils attending the school are discontented;

Frekwensie van vergaderings en vergaderingsprosedures

16. (1) 'n Vereniging vergader vir die verrigting van sake so dikwels as wat nodig is, maar minstens een keer per skoolkwartaal.

(2) Die voorsitter kan te eniger tyd 'n spesiale vergadering van 'n vereniging belê wat op die tyd en plek wat hy bepaal, gehou moet word.

(3) Die helfte van die lede van 'n vereniging plus een lid maak 'n kworum vir 'n vergadering van die vereniging uit.

(4) Indien die voorsitter afwesig is van 'n vergadering van 'n vereniging, moet die lede wat aanwesig is, uit die geledere van die verkose lede 'n persoon kies om op daardie vergadering voor te sit.

(5) 'n Besluit van 'n meerderheid van die lede van 'n vereniging aanwesig op 'n vergadering van die vereniging maak 'n besluit van die vereniging uit, en in die geval van 'n staking van stemme oor enige saak het die persoon wat op die betrokke vergadering voorsit 'n beslissende stem benewens sy gewone stem.

(6) Enige besluit geneem deur 'n vereniging of enige handeling uitgevoer op gesag van die vereniging word nie ongeldig gemaak nie bloot as gevolg van—

(a) 'n vakature in die vereniging; of

(b) die feit dat 'n persoon wat nie daarop geregtig is om as lid van die vereniging te sit nie, as so 'n lid gesit het toe die besluit geneem is of die handeling gemagtig is, mits die besluit geneem of die handeling gemagtig is deur die meerderheid van die lede van die vereniging wat toe aanwesig was en daarop geregtig was om as lede te sit.

Notules van vergaderings

17. Die sekretaris moet binne 14 dae na die datum van enige vergadering van 'n vereniging 'n afskrif van die notule van daardie vergadering aan die onderwyshoof voorlê.

Bevoegdhede, pligte en werksaamhede van 'n vereniging

18. Ten einde 'n skool as 'n gemeenskaps-, opvoedkundige en kulturele sentrum te bevorder, kan 'n vereniging—

(a) gemeenskapsdeelname aan alle bedrywighede deur die skool onderneem, aanmoedig;

(b) betrokke raak by die stel van doelwitte vir die skool en in oorleg met die prinsipaal en sy personeel werk om sodanige doelwitte te verwesenlik: Met dien verstande dat sodanige betrokkenheid nie so uitgelê word nie dat dit 'n vereniging magtig om regstreeks betrokke te wees by die dag-tot-dag-administrasie van en beheer oor die skool of by die uitoefening en verrigting van die bevoegdhede, pligte en werksaamhede van 'n lid van die personeel van die skool;

(c) betrokke raak by die strukturering van sinvolle jeugbedrywighede ten einde antisosiale gedrag te ontmoedig;

(d) optree as 'n raadgewende komitee in situasies wat leerlinge wat die skool bywoon, ontevrede is;

(e) assist the coaching of extracurricular activities at the school;

(f) advise the principal on job opportunities for school-leavers;

(g) assist in the organising of school functions; and

(h) assist members of the teaching staff of the school in securing accommodation within close proximity to the school.

(2) An association may make recommendations to the principal of the school concerned with regard to—

(a) the use of school property after normal school hours;

(b) the wearing of school uniforms by pupils attending the school;

(c) the daily opening and closing times of the school within the official duration of a school day;

(d) the extramural activities of the school;

(e) codes of conduct for pupils attending the school;

(f) the admission of pupils to the school or hostel;

(g) the establishment of part-time or continuation or adult classes at the school;

(h) the curricular and co-curricular activities of the school;

(i) the determination of the school calendar;

(j) the choice of guest speakers for all school functions; and

(k) the establishment and maintenance of a tuckshop at the school.

(3) An association shall—

(a) regularly ascertain, in conjunction with the principal, the condition of the school buildings, grounds, furniture and equipment and submit an annual report in this regard to the head of education;

(b) subject to the provisions of the Fund Raising Act, 1978 (Act No. 107 of 1978), assist the school to raise moneys for the benefit of a school fund established in terms of the regulations relating to the administration and control of school funds;

(c) investigate cases of pupils for whom school attendance is compulsory in terms of section 23 of the Act and who fail to attend the school regularly, and make recommendations to the principal in connection with the steps to be taken;

(d) at the request of the principal investigate and report upon serious disciplinary cases concerning pupils of the school; and

(e) at the request of the principal investigate and report upon the financial and other circumstances of any family in respect of one or more of whose members application has been made for financial assistance in terms of the provisions of the regulations in regard to the granting of financial and other material assistance to pupils and students.

(e) bystand verleen by die afrigting van buitekurrikulêre bedrywighede by die skool;

(f) die prinsipaal adviseer oor werkgeleenthede vir skoolverlaters.

(g) bystand verleen by die organisering van skoolgeleenthede; en

(h) aan lede van die onderwyspersoneel van die skool bystand verleen by die verkryging van akkommodasie in die nabyheid van die skool.

(2) 'n Vereniging kan by die prinsipaal van die betrokke skool aanbevelings doen betreffende—

(a) die gebruik van skoolleidendom na normale skoolure;

(b) die dra van skooluniforms deur leerlinge wat die skool bywoon;

(c) die daaglikse aanvangs- en sluitingstyd van die skool binne die amptelike duur van 'n skooldag;

(d) die buitemoorse bedrywighede van die skool;

(e) gedragskodes vir leerlinge wat die skool bywoon;

(f) die toelating van leerlinge tot die skool of koshuis;

(g) die instelling van deeltydse of voortsettings- of volwasseneklasse by die skool;

(h) die kurrikulêre en kokurrikulêre bedrywighede van die skool;

(i) die bepaling van die skoolkalender;

(j) die keuse van gassprekers vir alle skoolgeleenthede; en

(k) die daarstelling en onderhoud van 'n snoepwinkel by die skool.

(3) 'n Vereniging moet—

(a) gereeld in samewerking met die prinsipaal vasstel wat die toestand van die skoolgeboue, terrein, -meubels en -uitrusting is en 'n jaarverslag in dié verband by die onderwyshoof indien;

(b) behoudens die bepalings van die Wet op Fondsinzameling, 1978 (Wet No. 107 van 1978), die skool bystaan om geld in te samel ten bate van 'n skoolfonds gestig ingevolge die regulasies betreffende die administrasie van en beheer oor skoolfondse;

(c) ondersoek instel na gevalle van leerlinge vir wie skoolbesoek ingevolge artikel 23 van die Wet verpligtend is en wat versuim om die skool gereeld te besoek, en aanbevelings by die prinsipaal doen in verband met die stappe wat gedoen moet word;

(d) op versoek van die prinsipaal ondersoek instel na en verslag doen oor ernstige dissiplinêre gevalle betreffende leerlinge van die skool; en

(e) op versoek van die prinsipaal ondersoek instel na en verslag doen oor die finansiële en ander omstandighede van 'n gesin ten opsigte van een of meer van wie se lede aansoek gedoen is om finansiële bystand kragtens die bepalings van die regulasies betreffende die verlening van finansiële en ander materiële bystand aan leerlinge en studente.

(4) An association may make rules not inconsistent with these regulations relating to—

- (a) leave of absence of members of the association;
- (b) the appointment of subcommittees;
- (c) joint meetings with other associations;

(d) any other matter considered necessary or desirable for the proper exercise and performance of the powers, duties and functions conferred and imposed on it by or under these regulations; and

(e) the co-option of persons to serve as members of the association: Provided that such persons shall have no voting rights.

Allowances

19. No allowances shall be payable to any member of an association for the performance of duties connected with the association.

Repeal and commencement

20. (1) The regulations relating to education committees for Indian schools, promulgated under Government Notice No. R. 459 of 25 March 1977, as amended by Government Notices Nos. R. 975 of 3 June 1977, R. 1897 of 30 August 1985 and R. 2590 of 15 November 1985, are hereby repealed.

(2) These regulations shall come into operation on **3 June 1991**.

DEPARTMENT OF AGRICULTURE

No. R. 1210

30 May 1991

LIQUOR PRODUCTS ACT, 1989 (ACT No. 60 OF 1989)

LIMITATION ON THE USE OF CERTAIN PARTICULARS IN CONNECTION WITH THE SALE OF LIQUOR PRODUCTS: AMENDMENT

I, Jacob de Villiers, Minister of Agriculture, acting under section 11 (4) of the Liquor Products Act, 1989 (Act No. 60 of 1989), hereby amend the Schedule to Government Notice No. R. 1432 of 29 June 1990 to the extent set out in the Schedule.

J. DE VILLIERS,
Minister of Agriculture.

SCHEDULE

Government Notice No. R. 1432 of 29 June 1990 is hereby amended by the addition of the following clause to the Schedule thereto:

"Reservation with regard to the abbreviation 'W.O.'"

4. Unless authorised thereto in terms of a scheme, no person shall in connection with the sale of wine use the abbreviation 'W.O.' or any word, expression or abbreviation that so resembles the said abbreviation that it will deceive or is likely to deceive."

(4) 'n Vereniging kan reëls wat nie strydig met hierdie regulasies is nie, opstel betreffende—

- (a) afwesigheidsverlof van lede van die vereniging;
- (b) die aanstelling van subkomitees;
- (c) gesamentlike vergaderings met ander verenigings;

(d) enige ander saak wat as nodig of wenslik beskou word vir die behoorlike uitoefening en verrigting van die bevoegdhede, pligte en werksaamhede by of ingevolge hierdie regulasies aan hom verleen en opgelê; en

(e) die koöptering van persone om as lede van die vereniging te dien: Met dien verstande dat sodanige persone nie stemreg het nie.

Toelaes

19. Geen toelaes word aan enige lid van 'n vereniging betaal vir die verrigting van pligte in verband met die vereniging nie.

Herroeping en inwerkingtreding

20. (1) Die regulasies betreffende onderwyskomitees vir Indiërskole, afgekondig by Goewermmentskennisgewings No. R. 459 van 25 Maart 1977, soos gewysig by Goewermmentskennisgewings Nos. R. 975 van 3 Junie 1977, R. 1897 van 30 Augustus 1985 en R. 2590 van 15 November 1985, word hierby herroep.

(2) Hierdie regulasies tree op **3 Junie 1991** in werking.

DEPARTEMENT VAN LANDBOU

No. R. 1210

30 Mei 1991

WET OP DRANKPRODUKTE, 1989 (WET No. 60 VAN 1989)

BEPERKING OP DIE GEBRUIK VAN SEKERE BESONDERHEDE IN VERBAND MET DIE VERKOOP VAN DRANKPRODUKTE: WYSIGING

Ek, Jacob de Villiers, Minister van Landbou, handelende kragtens artikel 11 (4) van die Wet op Drankprodukte, 1989 (Wet No. 60 van 1989), wysig hierby Goewermmentskennisgewing No. R. 1432 van 29 Junie 1990 in die mate in die Bylae uiteengesit.

J. DE VILLIERS,
Minister van Landbou.

BYLAE

Goewermmentskennisgewing No. R. 1432 van 29 Junie 1990 word hiermee gewysig deur die volgende klousule by die Bylae daarby by te voeg:

"Voorbehoud met betrekking tot die afkorting 'W.O.'"

4. Tensy ingevolge 'n skema daartoe gemagtig, mag niemand in verband met die verkoop van wyn die afkorting 'W.O.' of enige woord, uitdrukking of afkorting wat in so 'n mate met genoemde afkorting ooreenkom dat dit sal mislei of waarskynlik kan mislei, gebruik nie."

No. R. 1214

30 May 1991

MARKETING ACT, 1968
(ACT No. 59 OF 1968)OILSEEDS SCHEME: LEVIES AND SPECIAL
LEVIES: AMENDMENT

I, André Isak van Niekerk, Minister van Agriculture, hereby make known in terms of section 79 of the Marketing Act, 1968 (Act No. 59 of 1968), that—

(a) the Oilseeds Board referred to in section 6 of the Oilseeds Scheme published by Proclamation No. R. 73 of 1982, as amended, has under sections 20 and 21 of the said Scheme further amended the Schedule to Government Notice No. R. 1839 of 23 August 1985, as amended, to the extent set out in the Schedule; and

(b) said amendment has been approved by me and shall come into operation on date of publication hereof.

A. I. VAN NIEKERK,
Minister of Agriculture.

SCHEDULE

The Schedule to Government Notice No. R. 1839 of 23 August 1985, as amended by Government Notices Nos. R. 937 of 16 May 1986, R. 2371 of 14 November 1986, R. 976 of 30 April 1987, R. 608 of 31 March 1988, R. 973 of 20 May 1988, R. 2511 of 9 December 1988, R. 830 of 28 April 1989 and R. 1181 of 1 June 1990 is hereby further amended by the substitution for Tables 1 and 2 thereof of the following tables:

"TABLE 1 • TABEL 1

Kind of oilseeds Soort oliesade	Levy per ton on— Heffing per ton op—		Special levy per ton on— Spesiale heffing per ton op—	
	Imported oilseeds Ingevoerde oliesade	Locally produced oilseeds Plaaslik ge- produseerde oliesade	Imported oilseeds Ingevoerde oliesade	Locally produ- ced oilseeds Plaaslik gepro- duseerde olie- sade
1	2	3	4	5
	R	R	R	R
1. Shelled edible groundnuts/Gedopte eet- grondbone.....	10,97	43,87	7,00	10,20
2. Unshelled edible groundnuts/Ongedopte eet- grondbone.....	7,95	31,81	5,08	7,40
3. Shelled crushing groundnuts/Gedopte pers- grondbone.....	10,97	43,87	7,00	10,20
4. Unshelled crushing groundnuts/Ongedopte persgrondbone.....	7,95	31,81	5,08	7,40
5. Sunflower seed/Sonneblomsaad	2,71	10,84	2,00	3,00
6. Soya beans/Sojabone.....	2,64	10,55	2,25	4,00

TABLE 2 • TABEL 2

Kind of oilseeds Soort oliesade	Special levy per ton Spesiale heffing per ton
	R
1. Shelled edible groundnuts/Gedopte eetgrondbone	5,00
2. Unshelled edible groundnuts/Ongedopte eetgrondbone	3,63
3. Shelled crushing groundnuts/Gedopte persgrondbone	1,00
4. Unshelled crushing groundnuts/Ongedopte persgrondbone	0,73
5. Sunflower seed/Sonneblomsaad	1,50
6. Soya beans/Sojabone	1,50"

No. R. 1214

30 Mei 1991

BEMARKINGSWET, 1968
(WET No. 59 VAN 1968)OLIESADESKEMA: HEFFINGS EN SPESIALE
HEFFINGS: WYSIGING

Ek, André Isak van Niekerk, Minister van Landbou, maak hierby ingevolge artikel 79 van die Bemakingswet, 1968 (Wet No. 59 van 1968), bekend dat—

(a) die Oliesaderaad bedoel in artikel 6 van die Oliesadeskema gepubliseer by Proklamasie No. R. 73 van 1982, soos gewysig, kragtens artikel 20 en 21 van die genoemde Skema, die Bylae by Goewermentskennisgewing No. R. 1839 van 23 Augustus 1985, soos gewysig, verder gewysig het in die mate in die Bylae uiteengesit; en

(b) genoemde wysiging deur my goedgekeur is en op datum van publikasie hiervan in werking tree.

A. I. VAN NIEKERK,
Minister van Landbou.

BYLAE

Die Bylae by Goewermentskennisgewing No. R. 1839 van 23 Augustus 1985, soos gewysig deur Goewermentskennisgewings Nos. R. 937 van 16 Mei 1986, R. 2371 van 14 November 1986, R. 976 van 30 April 1987, R. 608 van 31 Maart 1988, R. 973 van 20 Mei 1988, R. 2511 van 9 Desember 1988, R. 830 van 28 April 1989 en R. 1181 van 1 Junie 1990 word hiermee verder gewysig deur Tabela 1 en 2 daarvan deur die volgende tabelle te vervang:

DEPARTMENT OF FINANCE**No. R. 1238****30 May 1991**

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/380)

Under section 48 of the Customs and Excise Act, 1964—

1. Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto; and

2. this amendment, in so far as it relates to headings Nos. 23.04 and 23.05 and subheading No. 2306.10, shall be deemed to have come into operation on 26 October 1990.

J. A. VAN WYK,

Deputy Minister of Finance.

DEPARTEMENT VAN FINANSIES**No. R. 1238****30 Mei 1991**

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/380)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964—

1. word Deel 1 van Bylae 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon; en

2. word hierdie wysiging, vir sover dit betrekking het op poste Nos. 23.04 en 23.05 en subpos No. 2306.10, geag op 26 Oktober 1990 in werking te getree het.

J. A. VAN WYK,

Adjunk-minister van Finansies.

SCHEDULE

Head- ing	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annota- tions
15.07 and 15.08 "15.07"			By the substitution for headings Nos. 15.07 and 15.08 of the following:			
	1507.10	8	Soya-bean oil and its fractions, whether or not refined, but not chemically modified. Crude oil, whether or not degummed	kg	75c/kg	
	1507.90		Other:			
	.20	9	In containers holding 205 l or less	kg	95c/kg	
	.90	3	Other	kg	75c/kg	
15.08			Ground-nut oil and its fractions, whether or not refined, but not chemically modified.			
	1508.10	1	Crude oil	kg	20% or 165c/kg less 80%	
	1508.90		Other:			
	.20	2	In containers holding 205 l or less	kg	20% or 250c/kg less 80%	
	.90	3	Other	kg	20% or 180c/kg less 80%"	
15.11			By the substitution for subheading No. 1511.90 of the following:			
	"1511.90"		Other:			
	.20	8	In containers holding 205 l or less	kg	20% or 250c/kg less 80%	
	.90	0	Other	kg	20% or 180c/kg less 80%"	
15.12			By the substitution for heading No. 15.12 of the following:			
"15.12"			Sunflower-seed, safflower or cotton-seed oil and fractions thereof, whether or not refined, but not chemically modified.			
	1512.1		Sunflower-seed or safflower oil and fractions thereof:			
	1512.11	9	Crude oil	kg	65c/kg	
	1512.19		Other:			
	.20	4	In containers holding 205 l or less	kg	85c/kg	
	.90	5	Other	kg	65c/kg	
	1512.2		Cotton-seed oil and its fractions:			
	1512.21	3	Crude oil, whether or not gossypol has been removed	kg	20% or 165c/kg less 80%	
	1512.29		Other:			
	.20	9	In containers holding 205 l or less	kg	20% or 250c/kg less 80%	
	.90	6	Other	kg	20% or 180c/kg less 80%"	

Head- ing	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annota- tions
15.14			By the substitution for heading No. 15.14 of the following:			
"15.14			Rape, colza or mustard oil and fractions thereof, whether or not refined, but not chemically modified.			
	1514.10	1	Crude oil	kg	20% or 165c/kg less 80%	
	1514.90		Other:			
	.20	0	In containers holding 205 l or less	kg	20% of 250c/kg less 80%	
	.90	1	Other	kg	20% or 180c/kg less 80%"	
15.15			By the substitution for subheading No. 1515.2 of the following:			
	"1515.2		Maize (corn) oil and its fractions:			
	1515.21	4	Crude oil	kg	20% or 165c/kg less 80%	
	1515.29		Other:			
	.20	6	In containers holding 205 l or less	kg	20% or 250c/kg less 80%	
	.90	4	Other	kg	20% or 180c/kg less 80%"	
23.04, 23.05 and 23.06			By the substitution for headings Nos. 23.04, 23.05 and 23.06 of the following:			
"23.04	2304.00	7	Oil-cake and other solid residues, whether or not ground or in the form of pellets, resulting from the extraction of soya-bean oil.	kg	24c/kg	
23.05	2305.00	0	Oil-cake and other solid residues, whether or not ground or in the form of pellets, resulting from the extraction of groundnut-oil.	kg	9c/kg	
23.06			Oil-cake and other solid residues, whether or not ground or in the form of pellets, resulting from the extraction of vegetable fats or oils (excluding those of heading No. 23.04 or 23.05).			
	2306.10	9	Of cotton seeds	kg	27c/kg	
	2306.20	3	Of linseed	kg	28,5c/kg	
	2306.30	8	Of sunflower seeds	kg	28,5c/kg	
	2306.40	2	Of rape or colza seeds	kg	28,5c/kg	
	2306.50	7	Of coconut or copra	kg	28,5c/kg	
	2306.60	1	Of palm nuts or kernels	kg	28,5c/kg	
	2306.90		Other:			
	.10	2	Of maize	kg	28,5c/kg	
	.90	0	Other	kg	28,5c/kg"	

- Notes.—1. The effect of the amendment is that the rates of duty on certain vegetable oils and oil-cake are amended. The amendment has retrospective effect to 26 October 1990 in so far as it relates to headings Nos. 23.04 and 23.05 and subheading No. 2306.10.
2. Crude vegetable oils of subheadings Nos. 1507.10, 1508.10, 1512.11, 1512.21, 1514.10 and 1515.21 which comply with the conditions of rebate item 460.22 may be entered under rebate of duty under that rebate item and for this purpose the Board of Trade and Industry has certified that the amendment of the rates of duty is as a result of an application for tariff protection not previously published in the *Government Gazette* for general information.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
15.07 en 15.08			Deur poste Nos. 15.07 en 15.08 deur die volgende te vervang:			
"15.07			Sojaboonolie en fraksies daarvan, hetsy geraffineer al dan nie, maar nie chemies gemodifiseer nie.			
	1507.10	8	Ru-olie, hetsy ontgom al dan nie	kg	75c/kg	
	1507.90		Ander:			
	.20	9	In houters wat hoogstens 205 l bevat	kg	95c/kg	
	.90	3	Ander	kg	75c/kg	
15.08			Grondboontjie-olie en fraksies daarvan, hetsy geraffineer al dan nie, maar nie chemies gemodifiseer nie.			
	1508.10	1	Ru-olie	kg	20% of 165c/kg min 80%	

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
15.11	1508.90		Ander:			
	.20	2	In houers wat hoogstens 205 l bevat	kg	20% of 250c/kg min 80%	
	.90	3	Ander	kg	20% of 180c/kg min 80%''	
	"1511.90		Deur subpos No. 1511.90 deur die volgende te vervang:			
	.20	8	Ander: In houers wat hoogstens 205 l bevat	kg	20% of 250c/kg min 80%	
15.12 "15.12	.90	0	Ander	kg	20% of 180c/kg min 80%''	
			Deur pos No. 15.12 deur die volgende te vervang:			
			Sonneblomsaad-, saffloer- of katoensaadolie en fraksies daarvan, hetsy geraffineer al dan nie, maar nie chemies gemodifiseer nie.			
	1512.1		Sonneblomsaad- of saffloerolie en fraksies daarvan:			
	1512.11	9	Ru-olie	kg	65c/kg	
	1512.19		Ander:			
	.20	4	In houers wat hoogstens 205 l bevat	kg	85c/kg	
	.90	5	Ander	kg	65c/kg	
	1512.2		Katoensaadolie en fraksies daarvan:			
	1512.21	3	Ru-olie, hetsy gossipol verwyder is al dan nie	kg	20% of 165c/kg min 80%	
	1512.29		Ander:			
	.20	9	In houers wat hoogstens 205 l bevat	kg	20% of 250c/kg min 80%	
	.90	6	Ander	kg	20% of 180c/kg min 80%''	
			Deur pos No. 15.14 deur die volgende te vervang:			
			Raap-, kool- of mosterdolie en fraksies daarvan, hetsy geraffineer al dan nie, maar nie chemies gemodifiseer nie.			
15.14 "15.14	1514.10	1	Ru-olie	kg	20% of 165c/kg min 80%	
	1514.90		Ander:			
	.20	0	In houers wat hoogstens 205 l bevat	kg	20% of 250c/kg min 80%	
	.90	1	Ander	kg	20% of 180c/kg min 80%''	
			Deur subpos No. 1515.2 deur die volgende te vervang:			
15.15	"1515.2		Mielie-olie en fraksies daarvan:			
	1515.21	4	Ru-olie	kg	20% of 165c/kg min 80%	
	1515.29		Ander:			
	.20	6	In houers wat hoogstens 205 l bevat	kg	20% of 250c/kg min 80%	
	.90	4	Ander	kg	20% of 180c/kg min 80%''	
23.04, 23.05 en 23.06 "23.04	2304.00	7	Deur poste Nos. 23.04, 23.05 en 23.06 deur die volgende te vervang:			
			Oliekoek en ander vaste oorblyfsels, hetsy gemaal of in die vorm van pille al dan nie, afkomstig van die winning van sojaboonolie.	kg	24c/kg	
	2305.00	0	Oliekoek en ander vaste oorblyfsels, hetsy gemaal of in die vorm van pille al dan nie, afkomstig van die winning van grondboontjie-olie.	kg	9c/kg	
	23.06		Oliekoek en ander vaste oorblyfsels, hetsy gemaal of in die vorm van pille al dan nie, afkomstig van die winning van plantaardige vette of olies (uitgesonderd dié van pos No. 23.04 of 23.05).			

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
	2306.10	9	Van katoensaad	kg	27c/kg	
	2306.20	3	Van lynsaad	kg	28,5c/kg	
	2306.30	8	Van sonneblomsaad	kg	28,5c/kg	
	2306.40	2	Van raap- of koolsaad	kg	28,5c/kg	
	2306.50	7	Van klapper of kopra	kg	28,5c/kg	
	2306.60	1	Van palmneute of -pitte	kg	28,5c/kg	
	2306.90		Ander:			
	.10	2	Van mielies	kg	28,5c/kg	
	.90	0	Ander	kg	28,5c/kg"	

Opmerkings. —1. Die uitwerking van die wysiging is dat die skale van reg op sekere plantaardige olies en oliekoek gewysig word. Die wysiging het terugwerkende krag tot 26 Oktober 1990 vir sover dit betrekking het op poste Nos. 23.04 en 23.05 en subpos No. 2306.10.

2. Ru plantaardige olies van subposte Nos. 1507.10, 1508.10, 1512.11, 1512.21, 1514.10 en 1515.21 wat aan die vereistes van kortingitem 460.22 voldoen, kan by dié kortingitem met korting op reg geklaar word en die Raad van Handel en Nywerheid het vir dié doel gesertifiseer dat die wysiging van die skale van reg as gevolg van 'n aansoek om tarief-beskerming is wat nie vooraf vir algemene inligting in die *Staatskoerant* gepubliseer is nie.

No. R. 1239**30 May 1991****CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF SCHEDULE 1 (No. 1/2/47)**

Under section 48 of the Customs and Excise Act, 1964, Part 2A of Schedule 1 to the said Act is hereby amended, with effect from 1 June 1991, to the extent set out in the Schedule hereto.

J. A. VAN WYK,
Deputy Minister of Finance.

No. R. 1239**30 Mei 1991****DOEANE- EN AKSYNSWET, 1964****WYSIGING VAN BYLAE 1 (No. 1/2/47)**

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 2A van Bylae 1 by genoemde Wet hiermee gewysig, met ingang van 1 Junie 1991, in die mate in die Bylae hiervan aangetoon.

J. A. VAN WYK,
Adjunk-minister van Finansies.

SCHEDULE

Tariff Item	Tariff Heading	Description	Rate of Duty		Annotations
			Excise	Customs	
117.00		By the substitution for tariff item 117.01.10 of the following:			
"10	87.01	Road tractors for semi-trailers	35%	—"	
		By the substitution for tariff items 117.05, 117.21, 117.22, 117.24, 117.26, 117.27, 117.29 and 117.30 of the following:			
"117.05	87.03	Motor cars (including station wagons)	35%	—	
117.21	87.02	Public-transport type passenger motor vehicles, of a seating capacity of 10 seats or more but not exceeding 16 seats (including the driver's seat)	35%	—	
117.22	87.02	Public-transport type passenger motor vehicles, mono-built, of a seating capacity of 17 seats or more (including the driver's seat)	35%	—	
117.24	87.04	Motor vehicles for the transport of goods, mono-built, of a vehicle mass not exceeding 2 000 kg	35%	—	
117.26	87.04	Motor vehicles for the transport of goods, mono-built, of a vehicle mass exceeding 2 000 kg	35%	—	
117.27	87.04	Motor vehicles for the transport of goods (excluding mono-built), of a vehicle mass not exceeding 2 000 kg with rear body or 1 900 kg without rear body	35%	—	
117.29	87.02	Chassis fitted with engines and cabs, of a vehicle mass exceeding 1 900 kg (excluding those for vehicles of subheading No. 8704.10)	35%	—	
117.30	87.06	Chassis fitted with engines, of a vehicle mass exceeding 1 900 kg (excluding those for vehicles of subheading No. 8704.10)	35%	—"	

Note. — The effect of this amendment is that the rate of excise duty on motor vehicles is increased from 32,5% to 35%.

BYLAE

Tarief-item	Tarief-pos	Beskrywing	Skaal van Reg		Annotasies
			Aksyns	Doeane	
117.00 "10	87.01	Deur tariefitem 117.01.10 deur die volgende te vervang: Padtrekkers vir leunsleepwaens	35%	—	
"117.05	87.03	Deur tariefitems items 117.05, 117.21, 117.22, 117.24, 117.26, 117.27, 117.29 en 117.30 deur die volgende te vervang: Motorkarre (met inbegrip van stasiewaens).....	35%	—	
117.21	87.02	Openbare vervoertipe passasiersmotorvoertuie, met 'n sitruimte van minstens 10 sitplekke maar hoogstens 16 sitplekke (met inbegrip van die bestuurder se sitplek)	35%	—	
117.22	87.02	Openbare vervoertipe passasiersmotorvoertuie, eenheidsgebou, met 'n sitruimte van minstens 17 sitplekke (met inbegrip van die bestuurder se sitplek)	35%	—	
117.24	87.04	Motorvoertuie vir die vervoer van goedere, eenheidsgebou, met 'n voertuigmassa van hoogstens 2 000 kg	35%	—	
117.26	87.04	Motorvoertuie vir die vervoer van goedere, eenheidsgebou, met 'n voertuigmassa van meer as 2 000 kg	35%	—	
117.27	87.04	Motorvoertuie vir die vervoer van goedere (uitgesonderd eenheidsgebou), met 'n voertuigmassa van hoogstens 2 000 kg met agterbak of 1 900 kg sonder agterbak	35%	—	
117.29	87.02	Onderstelle met enjins en kajuite toegerus, met 'n voertuigmassa van meer as 1 900 kg (uitgesonderd dié vir voertuie van subpos No. 8704.10)	35%	—	
117.30	87.06	Onderstelle met enjins toegerus, met 'n massa van meer as 1 900 kg (uitgesonderd dié vir voertuie van subpos No. 8704.10)	35%	—	

Opmerking. — Die uitwerking van hierdie wysiging is dat die skaal van aksynsreg op motorvoertuie van 32,5% na 35% verhoog word.

No. R. 1240

30 May 1991

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/2/48)

Under section 48 of the Customs and Excise Act, 1964, Part 2B of Schedule 1 to the said Act is hereby amended, with effect from 1 June 1991, to the extent set out in the Schedule hereto.

J. A. VAN WYK,

Deputy Minister of Finance.

No. R. 1240

30 Mei 1991

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/2/48)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 2B van Bylae 1 by genoemde Wet hiermee gewysig, met ingang van 1 Junie 1991, in die mate in die Bylae hiervan aangetoon.

J. A. VAN WYK,

Adjunk-minister van Finansies.

SCHEDULE

I Item	II Head- ing	III Subheading	IV Article Description	V Rate of Duty		Annota- tions
				Excise	Customs	
126.05 "126.05			By the substitution for item 126.05 of the following: Vehicles: Notes: 1. The following motor vehicles are deemed not be excisable: (i) motor vehicles which are manufactured by the conversion of excisable or non-excisable motor vehicles; and (ii) motor vehicles manufactured solely from second-hand parts or from second-hand and new parts, as the Commissioner may decide.			

I Item	II Head- ing	III Subheading	IV Article Description	V Rate of Duty		Annotations
				Excise	Customs	
			2. When calculating the <i>ad valorem</i> excise duty in tariff items 126.05.30, 126.05.80 and 126.05.90 the value of any body (excluding cab) fitted in the manufacturing warehouse shall not be taken into account. 3. For the purposes of determining the seating capacity of any passenger motor vehicle, the minimum continuous seat length per person shall be taken to be 38 cm in the case of bench type seats.			
.10	87.01		Road tractors for semi-trailers	2,5% of the total excise value of all such motor vehicles removed	—	
.20	87.02		Public-transport type passenger motor vehicles, of a seating capacity of 10 seats or more but not exceeding 16 seats (including the driver's seat)	2,5% of the total excise value of all such motor vehicles removed	—	
.30	87.02		Public-transport type passenger motor vehicles, mono-built, of a seating capacity of 17 seats or more (including the driver's seat)	2,5% of the total excise value of all such motor vehicles removed	—	
.40	87.03		Motor cars (including station wagons)	12% of the total excise value of all such motor vehicles removed less R2 800/vehicle	—	
.50	87.04		Motor vehicles for the transport of goods, mono-built, of a vehicle mass not exceeding 2 000 kg	2,5% of the total excise value of all such motor vehicles removed	—	
.60	87.04		Motor vehicle for the transport of goods, mono-built, of a vehicle mass exceeding 2 000 kg	2,5% of the total excise value of all such motor vehicles removed	—	
.70	87.04		Motor vehicles for the transport of goods (excluding mono-built), of a vehicle mass not exceeding 2 000 kg with rear body or 1 900 kg without rear body	2,5% of the total excise value of all such motor vehicles removed	—	
.80	87.02 87.04		Chassis fitted with engines and cabs, of a vehicle mass exceeding 1 900 kg (excluding those for vehicles of subheading No. 8704.10)	2,5% of the total excise value of all such motor vehicles removed	—	
.90	87.06		Chassis fitted with engines, of a vehicle mass exceeding 1 900 kg (excluding those for vehicles of subheading No. 8704.10)	2,5% of the total excise value of all such motor vehicles removed	—"	

Note. — The effect of this amendment is that the rate of *ad valorem* excise duty on motor vehicles for the transport of passengers and for the transport of goods is amended for 0,5% to 2,5%. The rate of *ad valorem* excise duty on motor cars (including station wagons) is increased from 9,5% of the total excise value of all such motor vehicles removed less R2 100/vehicle to 12% of the total excise value of all such motor vehicles removed less R2 800/vehicle.

BYLAE

I Item	II Pos	III Subpos	IV Artikel Beskrywing	V Skaal van reg		Annota- sies
				Aksyns	Doeane	
126.05 "126.05			Deur item 126.05 deur die volgende te vervang: Voertuie: Opmerkings: 1. Die volgende motorvoertuie word geag nie synsbaar te wees nie: (i) motorvoertuie wat vervaardig word deur die omskepping van synsbare of nie-synsbare motorvoertuie; en (ii) motorvoertuie vervaardig uitsluitlik van tweedehandse onderdele of van tweedehandse en nuwe onderdele, soos die Kommissaris mag besluit. 2. By die berekening van die <i>ad valorem</i> aksynsreg in tariefitem 126.05.30, 126.05.80 en 126.05.90 moet die waarde van enige bak (uitgesonderd kajuit) wat in die vervaardigingspakhuis gepas word buite rekening gelaat word. 3. Vir die doeleindes van die bepaling van die sitruimte van enige passasiersmotorvoertuig word die minimum aaneenlopende sitpleklengte per persoon geag 38 cm te wees in die geval van banktype sitplekke.			
.10	87.01		Padtrekkers vir leunsleepwaens	2,5% van die totale aksynswaarde van alle sodanige motorvoertuie wat verwyder is	—	
.20	87.02		Openbare vervoertipe passasiersmotorvoertuie, met 'n sitruimte van minstens 10 sitplekke maar hoogstens 16 sitplekke (met inbegrip van die bestuurder se sitplek)	2,5% van die totale aksynswaarde van alle sodanige motorvoertuie wat verwyder is	—	
.30	87.02		Openbare vervoertipe passasiersmotorvoertuie, eenheidsgebou, met 'n sitruimte van minstens 17 sitplekke (met inbegrip van die bestuurder se sitplek)	2,5% van die totale aksynswaarde van alle sodanige motorvoertuie wat verwyder is	—	
.40	87.03		Motorkarre (met inbegrip van stasiewaens)	12% van die totale aksynswaarde van alle sodanige motorvoertuie wat verwyder is min R2 800/ voertuig	—	
.50	87.04		Motorvoertuie vir die vervoer van goedere, eenheidsgebou, met 'n voertuigmassa van hoogstens 2 000 kg	2,5% van die totale aksynswaarde van alle sodanige motorvoertuie wat verwyder is	—	
.60	87.04		Motorvoertuie vir die vervoer van goedere, eenheidsgebou, met 'n voertuigmassa van meer as 2 000 kg	2,5% van die totale aksynswaarde van alle sodanige motorvoertuie wat verwyder is	—	
.70	87.04		Motorvoertuie vir die vervoer van goedere (uitgesonderd eenheidsgebou), met 'n voertuigmassa van hoogstens 2 000 kg met agterbak of 1 900 kg sonder agterbak	2,5% van die totale aksynswaarde van alle sodanige motorvoertuie wat verwyder is	—	
.80	87.02 87.04		Onderstelle met enjins en kajuite toegerus, met 'n voertuigmassa van meer as 1 900 kg (uitgesonderd dié vir voertuie van subpos No. 8704.10)	2,5% van die totale aksynswaarde van alle sodanige motorvoertuie wat verwyder is	—	

I Item	II Pos	III Subpos	IV Artikel Beskrywing	V Skaal van reg		Annota- sies
				Aksyns	Doeane	
.90	87.06		Onderstelle met enjins toegerus, met 'n voertuig-massa van meer as 1 900 kg (uitgesonderd dié vir voertuie van subpos No. 8704.10)	2,5% van die totale aksyns-waarde van alle sodanige motor-voertuie wat verwyder is	—	

Opmerking. —Die uitwerking van hierdie wysiging is dat die skaal van *ad valorem* aksynsreg op motorvoertuie vir die vervoer van passasiers en vir die vervoer van goedere van 0,5% na 2,5% gewysig word. Die skaal van *ad valorem* aksynsreg op motorkarre (met inbegrip van stasiewaens) word van 9,5% van die totale aksynswaarde van alle sodanige voertuie wat verwyder is min R2 100/voertuig na 12% van die totale aksynswaarde van alle sodanige voertuie wat verwyder is min R2 800/voertuig, gewysig.

No. R. 1241

30 May 1991

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 6 (No. 6/46)

Under section 75 of the Customs and Excise Act, 1964, Schedule 6 to the said Act is hereby amended, with effect from 1 June 1991, to the extent set out in the Schedule hereto.

J. A. VAN WYK,

Deputy Minister of Finance.

No. R. 1241

30 Mei 1991

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 6 (No. 6/46)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 6 by genoemde Wet hiermee gewysig, met ingang van 1 Junie 1991, in die mate in die Bylae hiervan aangetoon.

J. A. VAN WYK

Adjunk-minister van Finansies.

SCHEDULE

I Rebate Item	II Tariff Item	III Code	C. D.	IV Description	V Extent of Rebate	VI Extent of Refund	Annota- tions
609.17				By the substitution for the Notes to rebate item 609.17 of the following: "Notes: 1. In this item and the notes thereto— (a) "motor vehicles" means vehicles specified in tariff item 117.00 but excluding vehicles specified in tariff items 117.01.20 and 117.01.30 (b) "tooling" means: — dies for drawing or extruding metal, of subheading No. 8207.20; — tools for pressing, stamping or punching, of subheading No. 8207.30; — work holders of subheading No. 8466.20; — assembly jigs of subheadings Nos. 8477.80 and 8479.89; and — injection moulds, moulding patterns and moulds of heading No. 84.80, for use for the manufacture of motor vehicles and components therefor (c) "net foreign currency usage" in respect of goods manufactured in a customs and excise manufacturing warehouse means: — the value of imported goods (excluding consumables, petrol, distillate fuels, lubricating grease and prepared engine, gearbox, steering case and drive-axle lubricating oils) used in the manufacture of all motor vehicles removed and components exported or supplied to other manufacturing warehouses during a quarter for excise duty purposes, as certified by the Director-General: Trade and Industry			

I Rebate Item	II Tariff Item	III Code	C. D.	IV Description	V Extent of Rebate	VI Extent of Refund	Annota- tions
				<i>Plus</i> the value for customs duty purposes of— — tooling imported — foreign currency usage in respect of goods for use in the manufacture of motor vehicles and components therefor acquired from any person in the common customs area — licence fees and royalties paid directly or indirectly to any person outside the common customs area in respect of motor vehicles and components therefor <i>Less</i> — f.o.b. value of motor vehicles and components therefor, including replacement parts and accessories but excluding the foreign currency usage of such replacement parts and accessories, exported by such manufacturing warehouse — f.o.b. value of locally manufactured or second-hand tooling exported by such manufacturing warehouse — foreign currency earnings as defined in Note 1 (e), ceded by local component manufacturers/suppliers or other exporters in the common customs area to such manufacturing warehouse in respect of motor vehicle components and replacement parts and accessories or tooling exported by such manufacturers/suppliers or exporters, but excluding the foreign currency usage in respect of such components and replacement parts and accessories or tooling — foreign currency usage in respect of components manufactured in such manufacturing warehouse and supplied to other customs and excise manufacturing warehouses — licence fees and royalties received in respect of motor vehicles and components therefor (d) "foreign currency usage" in respect of component manufacturers/suppliers means— the value for customs duty purposes of— — such imported components and replacement parts and accessories, imported by such manufacturer/supplier or acquired from any person in the common customs area — any imported goods (excluding consumables, petrol, distillate fuels, lubricating grease and prepared engine, gearbox, steering case and drive-axle lubricating oils) imported by such manufacturer or acquired from any person in the common customs area for the manufacture/assembly of such components and replacement parts and accessories — tooling imported <i>Plus</i> — licence fees and royalties paid directly or indirectly to any person outside the common customs area in respect of such components and replacement parts and accessories (e) "foreign currency earnings" in respect of component manufacturers/suppliers mean— — f.o.b. value of motor vehicle components and replacement parts and accessories exported directly by such manufacturer/supplier — licence fees and royalties earned in respect of motor vehicle components and replacement parts and accessories — f.o.b. value of locally manufactured or second-hand tooling exported			

I Rebate Item	II Tariff Item	III Code	C. D.	IV Description	V Extent of Rebate	VI Extent of Refund	Annota- tions
				(f) "consumables" mean those goods which are used in the manufacture of motor vehicles and components therefor, but do not form part of such motor vehicles or components (g) the expression "licence fees and royalties" shall include payments made in respect of technical drawings, design costs, specification and documentation, magnetic data tapes, planning/development charges, technical advisory costs, warranty costs and advertising expenses 2. Notwithstanding the provisions of Notes 1 (c) and (d) the Director-General: Trade and Industry, on the recommendation of the Board of Trade and Industry, may in such circumstances and subject to such conditions as he may prescribe, determine and specify in a certificate the foreign currency usage (a) in respect of any goods imported and used in the manufacture of motor vehicles or components therefor, and (b) of any person in respect of a sub-assembly or assembly not wholly manufactured by him in the common customs area 3. "Local content value" means the value for excise duty purposes of all motor vehicles (excluding those entered under rebate of duty in terms of any other rebate item of this Schedule) removed from a customs and excise manufacturing warehouse during a quarter for excise duty purposes less the total net foreign currency usage in respect of such warehouse as calculated in terms of Note 6 (i) to (v) 4. (i) The licensee of a customs and excise manufacturing warehouse shall obtain certificates declaring the foreign currency usage in the form prescribed by regulation in respect of all goods including tooling, for use in the manufacture of motor vehicles and components therefor, acquired from any person in the common customs area. Such certificate shall be obtained at the times and manner as prescribed by the Commissioner from time to time (ii) If such certificates are not obtained or duly completed, the foreign currency usage in respect of such goods, shall be deemed to be the price at which such goods were acquired by the licensee (iii) The Director-General: Trade and Industry may prescribe the method and basis of calculation and verify the correctness of the foreign currency usage declared on such certificates and may, on the recommendation of the Board of Trade and Industry, determine the foreign currency usage of the goods concerned 5. (i) The foreign currency earnings by local component manufacturers/suppliers or other exporters as defined in Note 1 (e) may be ceded to a motor vehicle manufacturer for inclusion in the calculation of the net foreign currency usage by him, provided that a certificate is produced declaring the foreign currency usage in the form prescribed by regulation in respect of each type of motor vehicle component and replacement part and accessory or tooling exported (ii) The foreign currency earnings in respect of replacement parts and accessories exported by a motor vehicle manufacturer shall be accompanied by a certificate declaring the foreign currency usage in the form prescribed by regulation in respect of each type of replacement part and accessory (iii) In such certificates are not obtained or duly completed, the foreign currency usage in respect of such motor vehicle components, replacement parts and accessories and tooling shall be deemed to be the f.o.b. value at which such components, replacement parts and accessories and tooling were exported			

I Rebate Item	II Tariff Item	III Code	C. D.	IV Description	V Extent of Rebate	VI Extent of Refund	Annotations
				6. For the purpose of calculating the net foreign currency usage in respect of a quarter for excise duty purposes— (i) the value of goods imported by the licensee of a customs and excise manufacturing warehouse and used in (a) the manufacture of motor vehicles removed (b) the manufacture of components exported or supplied to other manufacturing warehouses, during a quarter for excise duty purposes as certified by the Director-General: Trade and Industry, shall be included in the quarter to which the excise account relates; (ii) the f.o.b. value of goods exported, shall be included not later than the quarter for excise duty purposes following the quarter for excise duty purposes during which the goods were exported; (iii) the foreign currency usage in respect of goods for use in the manufacture of motor vehicles acquired from any person in the common customs area during a quarter for excise duty purposes, shall be accounted for in the excise account following the quarter for excise duty purposes during which the goods were received; (iv) licence fees and royalties shall be included according to the date when actual payment is made or received; (v) motor vehicle manufacturers shall be allowed to phase in the value for customs duty purposes of tooling over the period of use of such tooling by him; (vi) component manufacturers shall be allowed to phase in the value for customs duty purposes of tooling over a period of 4 years; and (vii) the foreign currency earnings in respect of components which are exported in an incomplete or unfinished condition, shall only be allowed on production of a permit issued by the Director-General: Trade and Industry, on the recommendation of the Board and Trade and Industry 7. To qualify for any rebate in terms of this item— (a) the local content value (including motor vehicles entered under rebate of duty in terms of any other rebate item of this Schedule) shall not be less than 45 per cent of the value for excise duty purposes; and (b) the local content value (excluding exports) shall not be less than 25 per cent of the value for excise duty purposes, unless prior permission has been obtained from the Director-General: Trade and Industry, on the recommendation of the Board of Trade and Industry 8. The Director-General: Trade and Industry may prescribe the method of determining the value of goods imported by the licensee of a customs and excise manufacturing warehouse and used in the manufacture of motor vehicles and components therefor. The value of such imported goods used in the manufacture of all motor vehicles removed and components exported or supplied to other customs and excise manufacturing warehouses during a quarter for excise duty purposes shall be certified by the Director-General: Trade and Industry"			

Note.—The Notes to rebate item 609.17 are amended to the extent that provision is made that the value of imported goods used in the manufacture of motor vehicles removed during a quarter for excise duty purposes be certified by the Director-General: Trade and Industry.

BYLAE

I Korting- item	II Tarief- item	III Kode	T. S.	IV Beskrywing	V Mate van Korting	VI Mate van Terug- betaling	Annota- sies
609.17				Deur die Opmerkings by kortingitem 609.17 deur die volgende te vervang: "Opmerkings: 1. By dié item en die opmerkings daarby — (a) beteken "motorvoertuie" voertuie vermeld in tariefitem 117.00 maar uitgesonderd voertuie genoem in tariefitems 117.01.20 en 117.01.30 (b) beteken "gereedskap": — matryse vir die trek of ekstrusie van metaal, van subpos No. 8207.20; — gereedskap vir persstempel- of ponswerk, van subpos No. 8207.30; — werkstukhouers van subpos No. 8466.20; — monteersetmate van subposte Nos. 8477.80 en 8479.89; en — inspuitsmatryse, vormpatrone en gietvorms van pos No. 84.80, vir gebruik vir die vervaardiging van motorvoertuie en komponente daarvoor (c) beteken "netto vreemde valuta gebruik" ten opsigte van goedere vervaardig in 'n doeane-en-aksynsvervaardigingspakhuis: — die waarde van ingevoerde goedere (uitgesonderd verbruiksartikels, petrol, distillaatbrandstowwe, smeergreies en bereide enjin-, ratkas-, stuurkas- en aandryfwielassmeerolies) gebruik in die vervaardiging van alle motorvoertuie verwyder en komponente uitgevoer of verskaf aan ander vervaardigingspakhuisse gedurende 'n kwartaal vir aksynsregdoeleindes, soos gesertifiseer deur die Direkteur-generaal: Handel en Nywerheid <i>plus</i> die waarde vir doeaneregdoeleindes van — — gereedskap ingevoer — vreemde valutagebruik ten opsigte van goedere vir gebruik in die vervaardiging van motorvoertuie en komponente daarvoor wat verkry is van enige persoon in die gemeenskaplike doeanegebied — lisensiegelde en tantieme wat direk of indirek aan enige persoon buite die gemeenskaplike doeanegebied ten opsigte van motorvoertuie en komponente daarvoor betaal is <i>min</i> — v.a.b. -waarde van motorvoertuie en komponente daarvoor, met inbegrip van vervangingsonderdele en bybehoorsels maar uitgesonderd die vreemde valutagebruik ten opsigte van sodanige vervangingsonderdele en bybehoorsels, uitgevoer deur sodanige vervaardigingspakhuis — v.a.b.-waarde van plaaslikvervaardigde of tweedehandse gereedskap uitgevoer deur sodanige vervaardigingspakhuis — vreemde valutaverdiensies soos omskryf in Opmerking 1 (e) gesedeer deur plaaslike komponentvervaardigers/verskaffers of ander uitvoerders in die gemeenskaplike doeanegebied aan sodanige vervaardigingspakhuis ten opsigte van motorvoertuigkomponente en vervangingsonderdele en bybehoorsels of gereedskap deur sodanige vervaardigers/verskaffers of uitvoerders uitgevoer, maar uitgesonderd die vreemde valutagebruik ten opsigte van sodanige komponente en vervangingsonderdele en bybehoorsels of gereedskap — vreemde valutagebruik ten opsigte van komponente vervaardig in sodanige vervaardigingspakhuis en verskaf aan ander doeane-en-aksynsvervaardigingspakhuisse — lisensiegelde en tantieme ontvang ten opsigte van motorvoertuie en komponente daarvoor			

I Korting- item	II Tarief- item	III Kode	T. S.	IV Beskrywing	V Mate van Korting	VI Mate van Terug- betaling	Annota- sies
				(d) beteken "vreemde valutagebruik" ten opsigte van komponentvervaardigers/verskaffers— die waarde vir doeaneregdoeleindes van— — sodanige ingevoerde komponente en vervangingsonderdele en bybehoorsels, ingevoer deur sodanige vervaardiger/verskaffer of verkry van enige persoon in die gemeenskaplike doeanegebied — enige ingevoerde goedere (uitgesonderd verbruiksartikels, petrol, distillaatbrandsstowwe, smeergries en bereide enjin-, ratkas-, stuurkas- en aandryfwielassmeerolies) ingevoer deur sodanige vervaardiger of van enige persoon in die gemeenskaplike doeanegebied verkry vir die vervaardiging/montering van sodanige komponente en vervangingsonderdele en bybehoorsels — gereedskap ingevoer <i>Plus</i> — lisensiegelde en tantieme wat direk of indirek aan enige persoon buite die gemeenskaplike doeanegebied ten opsigte van sodanige komponente en vervangingsonderdele en bybehoorsels betaal is (e) beteken "vreemde valutaverdienstes" ten opsigte van komponentvervaardigers/verskaffers— — v.a.b.-waarde van motorvoertuigkomponente en vervangingsonderdele en bybehoorsels wat direk deur sodanige vervaardiger/verskaffer uitgevoer is — lisensiegelde en tantieme verdien ten opsigte van motorvoertuigkomponente en vervangingsonderdele en bybehoorsels — v.a.b.-waarde van plaaslikvervaardigde of tweedehandse gereedskap uitgevoer (f) "verbruiksartikels" beteken daardie goedere wat gebruik word in die vervaardiging van motorvoertuie en komponente daarvoor, maar wat nie deel vorm van sodanige motorvoertuie of komponente nie (g) sluit die uitdrukking "lisensiegelde en tantieme" betalings gemaak ten opsigte van tegniese tekeninge, ontwerpkes, spesifikasie en dokumentasie, magnetiese databande, beplannings/ ontwikkelingskoste, tegniese advieskoste, waarborgkoste en advertensie-uitgawes in 2. Ondanks die bepalings van Opmerkings 1 (c) en (d), kan die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad van Handel en Nywerheid, in die omstandighede en onderworpe aan die voorwaardes soos hy kan voorskryf, die vreemde valutagebruik bepaal en in 'n sertifikaat spesifiseer (a) ten opsigte van enige goedere ingevoer en gebruik in die vervaardiging van motor voertuie of komponente daarvoor, en (b) van enige persoon ten opsigte van 'n subsamestel of samestel wat nie geheel deur hom in die gemeenskaplike doeanegebied vervaardig is nie 3. "Plaaslike inhoudswaarde" beteken die waarde vir aksynsregdoeleindes van alle motorvoertuie (uitgesonderd daardie wat met korting op reg kragtens enige ander kortingitem by hierdie Bylae geklaar is) wat uit 'n doeanen-aksynsvervaardigingspakhuis gedurende 'n kwartaal vir aksynsregdoeleindes verwyder is min die totale netto vreemde valutagebruik ten opsigte van sodanige pakhuis bereken kragtens Opmerking 6 (i) tot (v)			

I Korting- item	II Tarief- item	III Kode	T. S.	IV Beskrywing	V Mate van Korting	VI Mate van Terug- betaling	Annota- sies
				4. (i) Die lisensiehouer van 'n doeane-en-aksynsvervaardigingspakhuis moet sertifikate wat die vreemde valutagebruik verklaar in die vorm voorgeskryf by regulasie verkry ten opsigte van alle goedere insluitende gereedskap, vir gebruik in die vervaardiging van motorvoertuie en komponente daarvoor, van enige persoon in die gemeenskaplike doeanegebied verkry. Sodanige sertifikaat sal verkry word op die tye en wyse soos die Kommissaris van tyd tot tyd voorskryf (ii) Indien sodanige sertifikate nie verkry word of behoorlik ingevul is nie, sal die vreemde valutagebruik ten opsigte van sodanige goedere, geag word die prys te wees waarteen sodanige goedere deur die lisensiehouer verkry is (iii) Die Direkteur-generaal: Handel en Nywerheid kan die metode en basis van berekening voorskryf en die korrektheid van die vreemde valutagebruik wat in sodanige sertifikate verklaar is, verifieer en mag op aanbeveling van die Raad van Handel en Nywerheid die vreemde valutagebruik van die betrokke goedere bepaal 5. (i) Die vreemde valutaverdienste deur plaaslike komponentvervaardigers/verskaffers of ander uitvoerders soos gedefinieer in Opmerking 1 (e) kan aan 'n motorvoertuigvervaardiger gesedeer word vir insluiting in die berekening van die netto vreemde valutagebruik deur hom, op voorwaarde dat 'n sertifikaat wat die vreemde valutagebruik verklaar in die vorm voorgeskryf by regulasie voorgelê word ten opsigte van elke tipe motorvoertuigkomponent en vervangingsonderdeel en bybehoorsel of gereedskap uitgevoer (ii) Die vreemde valutaverdienste ten opsigte van vervangingsonderdele en bybehoorsels wat deur 'n motorvoertuigvervaardiger uitgevoer word moet vergesel word van 'n sertifikaat wat die vreemde valutagebruik verklaar in die vorm voorgeskryf by regulasie ten opsigte van elke tipe vervangingsonderdeel en bybehoorsel (iii) Indien sodanige sertifikate nie verkry word of behoorlik ingevul is nie, sal die vreemde valutegebruik ten opsigte van sodanige motorvoertuigkomponente, vervangingsonderdele en bybehoorsels en gereedskap geag word die v.a.b.-waarde te wees waarteen sodanige komponente, vervangingsonderdele en bybehoorsels en gereedskap uitgevoer is 6. Vir die doeleindes van berekening van die netto vreemde valutagebruik ten opsigte van 'n kwartaal vir aksynsregdoeleindes— (i) moet die waarde van goedere ingevoer deur 'n lisensiehouer van 'n doeane-en-aksynsvervaardigingspakhuis en gebruik in (a) die vervaardiging van motorvoertuie verwyder (b) die vervaardiging van komponente uitgevoer of verskaf aan ander vervaardigingspakhuisse, gedurende 'n kwartaal vir aksynsregdoeleindes soos gesertifiseer deur die Direkteur-generaal: Handel en Nywerheid in die kwartaal waarop die aksynsrekening betrekking het, ingesluit word; (ii) moet die v.a.b.-waarde van goedere uitgevoer, ingesluit word nie later as die kwartaal vir aksynsregdoeleindes wat volg op die kwartaal vir aksynsregdoeleindes waartydens die goedere uitgevoer is nie;			

I Korting- item	II Tarief- item	III Kode	T. S.	IV Beskrywing	V Mate van Korting	VI Mate van Terug- betaling	Annota- sies
				(iii) moet die vreemde valutagebruik ten opsigte van goedere, vir gebruik in die vervaardiging van motorvoertuie wat van enige persoon in die gemeenskaplike doeanegebied gedurende 'n kwartaal vir aksynsregdoeleindes verkry is, in berekening gebring word in die kwartaal vir aksynsregdoeleindes wat volg op die kwartaal vir aksynsregdoeleindes waarin die goedere ontvang is; (iv) moet lisensiegelde en tantieme ingesluit word ooreenkomstig die datum wanneer werklike betaling gemaak of ontvang is; (v) moet motorvoertuigvervaardigers toegelaat word om die waarde vir doeaneregdoeleindes van gereedskap oor die tydperk van gebruik van sodanige gereedskap deur hom in te faseer; (vi) moet komponentvervaardigers toegelaat word om die waarde vir doeaneregdoeleindes van gereedskap oor 'n tydperk van 4 jaar in te faseer; en (vii) moet die vreemde valutaverdienste ten opsigte van komponente wat in 'n onvolledige of onafgewerkte toestand uitgevoer word, slegs toegelaat word by voorlegging van 'n permit uitgereik deur die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad van Handel en Nywerheid 7. Ten einde vir enige korting kragtens hierdie item te kwalifiseer— (a) moet die plaaslike inhoudswaarde (met inbegrip van motorvoertuie wat met korting op reg kragtens enige ander kortingitem by hierdie Bylae geklaar is) nie minder wees as 45 persent van die waarde vir aksynsregdoeleindes nie; en (b) moet die plaaslike inhoudswaarde (uitgesonderd uitvoere) nie minder wees as 25 persent van die waarde vir aksynsregdoeleindes nie, tensy vooraf goedkeuring verkry is van die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad van Handel en Nywerheid 8. Die Direkteur-generaal: Handel en Nywerheid kan die metode voorskryf om die waarde te bepaal van goedere ingevoer deur die gelisensieerde van 'n doeane-en-aksynsvervaardigingspakhuis en wat gebruik is in die vervaardiging van motorvoertuie en komponente daarvoor. Die waarde van sodanige ingevoerde goedere wat gebruik is in die vervaardiging van alle motorvoertuie wat verwyder is en komponente wat uitgevoer of verskaf is aan ander doeane-en-aksynsvervaardigingspakhuisse gedurende 'n kwartaal vir aksynsregdoeleindes moet deur die Direkteur-generaal: Handel en Nywerheid gesertifiseer word"			

Opmerking.—Die Opmerkings by kortingitem 609.17 word gewysig tot die mate dat voorsiening gemaak word dat die waarde van ingevoerde goedere gebruik in die vervaardiging van motorvoertuie wat gedurende 'n kwartaal vir aksynsregdoeleindes verwyder is deur die Direkteur-generaal: Handel en Nywerheid gesertifiseer word.

DEPARTMENT OF MANPOWER

No. R. 1231

30 May 1991

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY, NATAL: EXTENSION OF SICK PAY FUND AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices Nos. R. 1658 of 19 August 1988, R. 1213 of 9 June 1989, R. 395 of 23 February 1990, R. 1494 of 29 June 1990 and R. 1873 of 10 August 1990, by a further period ending 30 June 1993.

D. VAN DER WALT,

Director: Labour Relations.

DEPARTEMENT VAN MANNEKRAG

No. R. 1231

30 Mei 1991

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIJSE NYWERHEID, NATAL: VERLENGING VAN SIEKTEBYSTANDSFONDSOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermmentskennisgewings Nos. R. 1658 van 19 Augustus 1988, R. 1213 van 9 Junie 1989, R. 395 van 23 Februarie 1990, R. 1494 van 29 Junie 1990 en R. 1873 van 10 Augustus 1990, met 'n verdere tydperk wat op 30 Junie 1993 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 1232**30 May 1991****LABOUR RELATIONS ACT, 1956****ELECTRICAL INDUSTRY, NATAL: EXTENSION OF MEDICAL AID FUND AGREEMENT**

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices Nos. R. 1659 of 19 August 1988, R. 1214 of 9 June 1989, R. 396 of 23 February 1990, R. 1493 of 29 June 1990 and R. 1872 of 10 August 1990, by a further period ending 30 June 1993.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 1233**30 May 1991****LABOUR RELATIONS ACT, 1956****CLOTHING INDUSTRY, CAPE: AMENDMENT OF THE MAIN AGREEMENT**

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1992, upon the employers organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a), 3 and 10 shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1992, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

E. VAN DER M. LOUW,

Minister of Manpower.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)****MAIN AGREEMENT**

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

No. R. 1232**30 Mei 1991****WET OP ARBEIDSVERHOUDINGE, 1956****ELEKTROTEGNIJSE NYWERHEID, NATAL: VERLENGING VAN MEDIJSE HULPFONDSOOREENKOMS**

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewings Nos. R. 1659 van 19 Augustus 1988, R. 1214 van 9 Junie 1989, R. 396 van 23 Februarie 1990, R. 1493 van 29 Junie 1990 en R. 1872 van 10 Augustus 1990, met 'n verdere tydperk wat op 30 Junie 1993 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 1233**30 Mei 1991****WET OP ARBEIDSVERHOUDINGE, 1956****KLERASIENYWERHEID, KAAP: WYSIGING VAN DIE HOOFOOREENKOMS**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1992 eindig, bindend is vir die werkgeversorganisasies en vir die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgevers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd die vervat in klousule 1 (1) (a), 3 en 10 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1992 eindig, bindend is vir alle werkgevers en werknemers as die genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

E. VAN DER M. LOUW,

Minister van Mannekrag.

BYLAE**NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)****HOOFOOREENKOMS**

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

Cape Clothing Manufacturers' Association

and the

Cape Knitting Industry Association

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

Garment and Allied Workers' Union (S.A.)

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

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

to amend the Main Agreement published under Government Notice No. R. 1373 of 1 July 1983, as amended and extended by Government Notices Nos. R. 2658 of 2 December 1983, R. 1260 of 22 June 1984, R. 1553 of 27 July 1984, R. 2433 of 9 November 1984, R. 2668 of 7 December 1984, R. 1742 of 9 August 1985, R. 2692 of 6 December 1985, R. 305 of 21 February 1986, R. 2333 of 14 November 1986, R. 251 of 6 February 1987, R. 2810 of 18 December 1987, R. 2066 of 14 October 1988, R. 2455 of 2 December 1988, R. 2326 of 27 October 1989, R. 2529 of 17 November 1989, R. 2755 of 15 December 1989, R. 2085 of 31 August 1990 and R. 2865 of 7 December 1990.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Clothing Industry—

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

(b) in the Magisterial Districts of—

(i) The Cape, Simon's Town, Goodwood, Bellville, Somerset West and Strand by employers and employees who are engaged in or employed on the operations referred to in paragraphs (a) and/or (b) of the definition "Clothing Industry" in clause 3 of the Agreement published under Government Notice No. R. 1373 of 1 July 1983;

(ii) Wynberg by employers and employees who are engaged in or employed on the operations referred to in paragraphs (a) and/or (b) and/or (c) of the definition "Clothing Industry" in clause 3 of the Agreement published under Government Notice No. R. 1373 of 1 July 1983; and

(iii) Malmesbury and Moorreesburg by employers and employees who are engaged in or employed on the operations referred to in paragraphs (a) (excluding belts made from leather or synthetic material) and/or (b) of the definition "Clothing Industry" in clause 3 of the Agreement published under Government Notice No. R. 1373 of 1 July 1983.

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

(a) apply only in respect of employees for whom wages are prescribed in the Agreement published under Government Notice No. R. 1373 of 1 July 1983, as amended from time to time;

(b) not apply to employees and working directors whose wages are more than R18 564 per annum up to 12 December 1991 and R20 046 per annum from 13 December 1991;

(c) not apply to employers and employees engaged or employed in the Knitting Division.

2. CLAUSE 1: SCOPE OF APPLICATION OF AGREEMENT

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

"(2) (b) not apply to employees and working directors whose wages are more than R18 564 per annum up to 12 December 1991 and R20 046 per annum from 13 December 1991;"

Cape Clothing Manufacturers' Association

en die

Cape Knitting Industry Association

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

Garment and Allied Workers' Union (S.A.)

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap),

om die Hoofdooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983, soos gewysig en verleng deur Goewermentskennisgewings Nos. R. 2658 van 2 Desember 1983, R. 1260 van 22 Junie 1984, R. 1553 van 27 Julie 1984, R. 2433 van 9 November 1984, R. 2668 van 7 Desember 1984, R. 1742 van 9 Augustus 1985, R. 2692 van 6 Desember 1985, R. 305 of 21 Februarie 1986, R. 2333 van 14 November 1986, R. 251 van 6 Februarie 1987, R. 2810 van 18 Desember 1987, R. 2066 van 14 Oktober 1988, R. 2455 van 2 Desember 1988, R. 2326 van 27 Oktober 1989, R. 2529 van 17 November 1989, R. 2755 van 15 Desember 1989, R. 2085 van 31 Augustus 1990 en R. 2865 van 7 Desember 1990, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) deur die werkgewers en die werknemers wat lede van onderskeidelik die werkgewersorganisasies en die vakvereniging is;

(b) in die landdrosdistrikte—

(i) Die Kaap, Simonstad, Goodwood, Bellville, Somerset West en Strand deur werkgewers en werknemers wat onderskeidelik betrokke is by of deelneem aan die werksaamhede bedoel in paragrafe (a) en/of (b) van die omskrywing "Klerasienywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983;

(ii) Wynberg deur werkgewers en werknemers wat onderskeidelik betrokke is by of deelneem aan die werksaamhede bedoel in paragrafe (a) en/of (b) en/of (c) van die omskrywing "Klerasienywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983; en

(iii) Malmesbury en Moorreesburg deur werkgewers en werknemers wat onderskeidelik betrokke is by of deelneem aan die werksaamhede bedoel in paragrafe (a) (uitgesonderd lyfbande wat van leer of van sintetiese materiaal gemaak word) en/of (b) van die omskrywing "Klerasienywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983.

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

(a) van toepassing slegs op werknemers vir wie lone voorgeskryf word in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983, soos van tyd tot tyd gewysig;

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as R18 564 per jaar tot 12 Desember 1991 en R20 046 per jaar vanaf 13 Desember 1991;

(c) nie van toepassing nie op werkgewers en werknemers wat betrokke is by of in diens is in die Brei-afdeling.

2. KLOUSULE 1: TOEPASSINGSBESTEK VAN OOREENKOMS

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

"(2) (b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as R18 564 per jaar tot 12 Desember 1991 en R20 046 per jaar vanaf 13 Desember 1991;"

3. CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT

Substitute the following for clause 2:

"This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in force until 30 June 1992."

4. CLAUSE 4: WAGES

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

"(1) Subject to the provisions of this Agreement, the minimum wages that shall be paid to and accepted by the under-mentioned classes of employees shall be as follows:

3. KLOUSULE 2: GELDIGHEIDSDUUR VAN OOREENKOMS

Vervang klousule 2 deur die volgende:

"Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag kragtens artikel 48 (1) van die Wet vasstel en bly van krag tot 30 Junie 1992."

4. KLOUSULE 4: LONE

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

"(1) Die minimum lone wat betaal moet word aan en aangeneem mag word deur ondergenoemde klasse werknemers, is behoudens die bepaling van hierdie Ooreenkoms, soos volg:

	Wage per week	Wage per week from 13 December 1991
Part A: Design and Cutting Department		
Head Cutter.....	R 357,00	R 385,50
Pattern Maker:		
(a) Qualified.....	357,00	385,50
(b) Learner:		
First year of experience.....	Next wage*	Next wage*
Second year:		
First six months of experience.....	198,50	214,50
Second six months of experience.....	219,50	237,00
Third year:		
First six months of experience.....	241,00	260,50
Second six months of experience.....	263,00	284,00
Fourth year:		
First six months of experience.....	286,50	309,50
Second six months of experience.....	310,00	335,00
Thereafter, the wage specified in (a), i.e.....	357,00	385,50
Pattern Grader:		
(a) Qualified.....	287,50	310,50
(b) Learner:		
First year of experience.....	Next wage*	Next wage*
Second year:		
First six months of experience.....	184,50	199,50
Second six months of experience.....	198,50	214,50
Third year:		
First six months of experience.....	211,50	228,50
Second six months of experience.....	225,50	243,50
Fourth year:		
First six months of experience.....	241,00	260,50
Second six months of experience.....	256,00	276,50
Thereafter, the wage specified in (a), i.e.....	287,50	310,50
Cutter, lay-maker:		
(a) Qualified.....	277,00	299,00
(b) Learner:		
First year of experience.....	Next wage*	Next wage*
Second year:		
First six months of experience.....	164,00	179,00
Second six months of experience.....	183,00	198,00
Third year:		
First six months of experience.....	201,50	217,50
Second six months of experience.....	221,00	238,50
Fourth year:		
First six months of experience.....	242,00	261,50
Thereafter, the wage specified in (a), i.e.....	277,00	299,00
Interlining cutter, trimmer, leather cutter and tie cutter:		
(a) Qualified.....	199,50	215,50
(b) Learner:		
First year of experience.....	Next wage*	Next wage*
Second year:		
First six months of experience.....	145,00	160,00
Second six months of experience.....	154,00	169,00

	Wage per week	Wage per week from 13 December 1991
	R	R
Third year:		
First six months of experience	163,50	178,50
Second six months of experience	173,00	188,00
Fourth year:		
First six months of experience	182,50	197,50
Thereafter, the wage specified in (a), i.e.	199,50	215,50
(c) If advanced to learner cutter:		
First six months from date of advancement	216,00	233,50
Second six months from date of advancement	242,00	261,50
Thereafter, the wage specified for a qualified cutter, i.e.	277,00	299,00
Layer-up:		
(a) Qualified	168,00	183,00
(b) Learner:		
First year of experience	Next wage*	Next wage*
Second year:		
First six months of experience	139,50	154,50
Second six months of experience	145,00	160,00
Third year:		
First six months of experience	151,50	166,50
Thereafter, the wage specified in (a), i.e.	168,00	183,00
(c) If advanced to learner cutter:		
First six months from date of advancement	168,00	183,00
Second six months from date of advancement	201,50	217,50
Third six months from date of advancement	221,00	238,50
Fourth six months from date of advancement	242,00	261,50
Thereafter, the wage specified for a qualified cutter, i.e.	277,00	299,00
(d) If advanced to learner interlining cutter, learner, trimmer, learner leather cutter or learner tie cutter:		
First six months from date of advancement	168,00	183,00
Second six months from date of advancement	182,50	197,50
Thereafter, the wage specified for a qualified interlining cutter, trimmer, leather cutter or tie cutter, i.e.	199,50	215,50
(e) If advanced to fitter-up:		
First six months from date of advancement	168,00	183,00
Second six months from date of advancement	174,50	189,50
Third six months from date of advancement	187,00	202,00
Fourth six months from date of advancement	199,50	215,50
Thereafter, the wage specified for fitter-up, i.e.	219,50	237,00
Clicker:		
(a) Qualified	205,50	222,00
(b) Learner:		
First year of experience	Next wage**	Next wage**
Second year of experience	149,50	164,50
Third year of experience	173,00	188,00
Thereafter, the wage specified in (a), i.e.	205,50	222,00
Tracer:		
(a) Qualified	192,50	208,00
(b) Learner:		
First year of experience	Next wage*	Next wage*
Second year:		
First six months of experience	149,50	164,50
Second six months of experience	161,00	176,00
Third year:		
First six months of experience	172,00	187,00
Thereafter, the wage specified in (a), i.e.	192,50	208,00

	Wage per week	Wage per week from 13 December 1991
	R	R
Part B: Factory Operatives		
Clothing machine mechanic:		
(a) Qualified	357,00	385,50
(b) Learner:		
First year of experience	Next wage*	Next wage*
Second year:		
First six months of experience	198,50	214,50
Second six months of experience	219,50	237,00
Third year:		
First six months of experience	241,00	260,50
Second six months of experience	263,00	284,00
Fourth year:		
First six months of experience	286,50	309,50
Second six months of experience	310,00	335,00
Thereafter, the wage specified in (a), i.e.	357,00	385,50
Clothing technician:		
(a) Qualified	357,00	385,50
(b) Learner:		
First year of experience	Next wage*	Next wage*
Second year:		
First six months of experience	198,50	214,50
Second six months of experience	219,50	237,00
Third year:		
First six months of experience	241,00	260,50
Second six months of experience	263,00	284,00
Fourth year:		
First six months of experience	286,50	309,50
Second six months of experience	310,00	335,00
Thereafter, the wage specified in (a), i.e.	357,00	385,50
Grade A employee:		
(a) Qualified	219,50	237,00
(b) Learner:		
First year of experience	Next wage*	Next wage*
Second year:		
First six months of experience	150,50	165,50
Second six months of experience	163,00	178,00
Third year:		
First six months of experience	174,50	189,50
Second six months of experience	187,00	202,00
Fourth year:		
First six months of experience	199,50	215,50
Thereafter the wage specified in (a) i.e.	219,50	237,00
Grade B employee:		
(a) Qualified	184,50	199,50
(b) Learner:		
First year of experience	Next wage*	Next wage*
Second year:		
First six months of experience	147,00	162,00
Second six months of experience	156,00	171,00
Third year:		
First six months of experience	165,00	180,00
Thereafter, the wage specified in (a) i.e.	184,50	199,50
(c) If advanced to Grade A employee:		
First six months from date of advancement	184,50	199,50
Second six months from date of advancement	187,00	202,00
Third six months from date of advancement	199,50	215,50
Thereafter, the wage specified for a qualified Grade A employee, i.e.	219,50	237,00

	Wage per week	Wage per week from 13 December 1991
	R	R
Grade C employee:		
(a) Qualified	162,50	177,50
(b) Learner:		
First year of experience	Next wage*	Next wage*
Second year:		
First six months of experience	143,50	158,50
Second six months of experience	149,00	164,00
Thereafter, the wage specified in (a), i.e.	162,50	177,50
(c) If advanced to Grade B employee:		
First six months from date of advancement	162,50	177,50
Second six months from date of advancement	165,00	180,00
Thereafter, the wage specified for a qualified Grade B employee, i.e.	184,50	199,50
Underpresser, blocker:		
(a) Qualified	165,00	180,00
(b) Learner:		
First year of experience	Next wage*	Next wage*
Second year:		
First six months of experience	139,50	154,50
Second six months of experience	145,00	160,00
Third year:		
First six months of experience	151,50	166,50
Thereafter, the wage specified in (a) i.e.	165,00	180,00
(c) If advanced to learner presser:		
First six months from date of advancement	165,00	180,00
Second six months from date of advancement	199,50	215,50
Thereafter, the wage specified for a qualified Grade A employee, i.e.	219,50	237,00
Part C: Clerical employees		
Clerk:		
(a) Qualified	242,00	261,50
(b) Learner:		
First year of experience	Next wage**	Next wage**
Second year of experience	176,00	191,00
Third year of experience	194,00	209,50
Fourth year:		
First six months of experience	212,00	229,00
Thereafter, the wage specified in (a), i.e.	242,00	261,50
Factory clerk:		
(a) Qualified	179,50	194,50
(b) Learner:		
First year of experience	Next wage**	Next wage**
Second year of experience	139,00	154,00
Third year of experience	150,00	165,00
Fourth year:		
First six months of experience	162,50	177,50
Thereafter, the wage specified in (a), i.e.	179,50	194,50
Part D: General		
Boiler attendant	169,00	184,00
Despatch packer	175,00	190,00
General worker	162,00	177,00
Labourer	165,00	180,00
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—		
(a) does not exceed 1 360 kg	175,00	190,00
(b) exceeds 1 360 kg but not 2 720 kg	185,00	200,00
(c) exceeds 2 720 kg	211,50	228,50
Supervisor quality controller and instructor	225,50	243,50
Traveller's driver	185,00	200,00
Watchman or caretaker, whose ordinary hours of work are—		
(a) Less than 60 hours per week	191,50	207,00
(b) 60 hours per week	201,50	217,50

* 'Next wage' means the wage rate due for the second year, first six months of experience in terms of clause 4 (4) (d).

** 'Next wage' means the wage rate due on the second year of experience in terms of clause 4 (4) (d)."

	Loon per week	Loon per week vanaf 13 Desember 1991
Deel A: Ontwerp- en Snyafdeling	R	R
Hoofsnyer	357,00	385,50
Patroonmaker:		
(a) Gekwalifiseer	357,00	385,50
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon*	Volgende loon*
Tweede jaar:		
Eerste ses maande ondervinding	198,50	214,50
Tweede ses maande ondervinding	219,50	237,00
Derde jaar:		
Eerste ses maande ondervinding	241,00	260,50
Tweede ses maande ondervinding	263,00	284,00
Vierde jaar:		
Eerste ses maande ondervinding	286,50	309,50
Tweede ses maande ondervinding	310,00	335,00
Daarna, die loon voorgeskryf in (a), d.w.s.	357,00	385,50
Patroongradeerder:		
(a) Gekwalifiseer	287,50	310,50
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon*	Volgende loon*
Tweede jaar:		
Eerste ses maande ondervinding	184,50	199,50
Tweede ses maande ondervinding	198,50	214,50
Derde jaar:		
Eerste ses maande ondervinding	211,50	228,50
Tweede ses maande ondervinding	225,50	243,50
Vierde jaar:		
Eerste ses maande ondervinding	241,00	260,50
Tweede ses maande ondervinding	256,00	276,50
Daarna, die loon voorgeskryf in (a), d.w.s.	287,50	310,50
Snyer, snylaagpatroonoplêer:		
(a) Gekwalifiseer	277,00	299,00
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon*	Volgende loon*
Tweede jaar:		
Eerste ses maande ondervinding	164,00	179,00
Tweede ses maande ondervinding	183,00	198,00
Derde jaar:		
Eerste ses maande ondervinding	201,50	217,50
Tweede ses maande ondervinding	221,00	238,50
Vierde jaar:		
Eerste ses maande ondervinding	242,00	261,50
Daarna, die loon voorgeskryf in (a), d.w.s.	277,00	299,00
Tussenvoeringsnyer, voeringwerker, leersnyer en dassnyer:		
(a) Gekwalifiseer	199,50	215,50
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon*	Volgende loon*
Tweede jaar:		
Eerste ses maande ondervinding	145,00	160,00
Tweede ses maande ondervinding	154,00	169,00
Derde jaar:		
Eerste ses maande ondervinding	163,50	178,50
Tweede ses maande ondervinding	173,00	188,00
Vierde jaar:		
Eerste ses maande ondervinding	182,50	197,50
Daarna, die loon voorgeskryf in (a), d.w.s.	199,50	215,50
(c) Indien bevorder tot leerlingsnyer:		
Eerste ses maande na datum van bevordering	216,00	233,50
Tweede ses maande na datum van bevordering	242,00	261,50
Daarna, die loon vir 'n gekwalifiseerde snyer voorgeskryf, d.w.s.	277,00	299,00

	Loon per week	Loon per week vanaf 13 Desember 1991
	R	R
Laagoplêr:		
(a) Gekwalifiseer	168,00	183,00
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon*	Volgende loon*
Tweede jaar:		
Eerste ses maande ondervinding	139,50	154,50
Tweede ses maande ondervinding	145,00	160,00
Derde jaar:		
Eerste ses maande ondervinding	151,50	166,50
Daarna, die loon voorgeskryf in (a), d.w.s.	168,00	183,00
(c) Indien bevorder tot leerlingsnyer:		
Eerste ses maande na datum van bevordering	168,00	183,00
Tweede ses maande na datum van bevordering	201,50	217,50
Derde ses maande na datum van bevordering	221,00	238,50
Vierde ses maande na datum van bevordering	242,00	261,50
Daarna, die loon vir 'n gekwalifiseerde snyder voorgeskryf, d.w.s.	277,00	299,00
(d) Indien bevorder tot leerling-tussenvoeringsnyer, -voeringswerker of -leersnyer of -dassnyer:		
Eerste ses maande na datum van bevordering	168,00	183,00
Tweede ses maande na datum van bevordering	182,50	197,50
Daarna, die loon vir 'n gekwalifiseerde tussenvoeringsnyer, voeringwerker, leersnyer of dassnyer voorgeskryf, d.w.s.	199,50	215,50
(e) Indien bevorder tot saampasser:		
Eerste ses maande na datum van bevordering	168,00	183,00
Tweede ses maande na datum van bevordering	174,50	189,50
Derde ses maande na datum van bevordering	187,00	202,00
Vierde ses maande na datum van bevordering	199,50	215,50
Daarna, die loon vir 'n saampasser voorgeskryf, d.w.s.	219,50	237,00
Perssnyer:		
(a) Gekwalifiseer	205,50	222,00
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon**	Volgende loon**
Tweede jaar ondervinding	149,50	164,50
Derde jaar ondervinding	173,00	188,00
Daarna, die loon voorgeskryf in (a), d.w.s.	205,50	222,00
Natrekker:		
(a) Gekwalifiseer	192,50	208,00
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon*	Volgende loon*
Tweede jaar:		
Eerste ses maande ondervinding	149,50	164,50
Tweede ses maande ondervinding	161,00	176,00
Derde jaar:		
Eerste ses maande ondervinding	172,00	187,00
Daarna, die loon voorgeskryf in (a), d.w.s.	192,50	208,00
Deel B: Fabriekswerkers		
Klerasiemasjienwerktuigkundige:		
(a) Gekwalifiseer	357,00	385,50
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon*	Volgende loon*
Tweede jaar:		
Eerste ses maande ondervinding	198,50	214,50
Tweede ses maande ondervinding	219,50	237,00
Derde jaar:		
Eerste ses maande ondervinding	241,00	260,50
Tweede ses maande ondervinding	263,00	284,00
Vierde jaar:		
Eerste ses maande ondervinding	286,50	309,50
Tweede ses maande ondervinding	310,00	335,00
Daarna, die loon voorgeskryf in (a), d.w.s.	357,00	385,50
Klerasietegnikus:		
(a) Gekwalifiseer	357,00	385,50
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon*	Volgende loon*
Tweede jaar:		
Eerste ses maande ondervinding	198,50	214,50
Tweede ses maande ondervinding	219,50	237,00
Derde jaar:		
Eerste ses maande ondervinding	241,00	260,50
Tweede ses maande ondervinding	263,00	284,00
Vierde jaar:		
Eerste ses maande ondervinding	286,50	309,50
Tweede ses maande ondervinding	310,00	335,00
Daarna, die loon voorgeskryf in (a), d.w.s.	357,00	385,50

	Loon per week	Loon per week vanaf 13 Desember 1991
	R	R
Werknemer graad A:		
(a) Gekwalifiseer	219,50	237,00
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon*	Volgende loon*
Tweede jaar:		
Eerste ses maande ondervinding	150,50	165,50
Tweede ses maande ondervinding	163,00	178,00
Derde jaar:		
Eerste ses maande ondervinding	174,50	189,50
Tweede ses maande ondervinding	187,00	202,00
Vierde jaar:		
Eerste ses maande ondervinding	199,50	215,50
Daarna, die loon voorgeskryf in (a), d.w.s.	219,50	237,00
Werknemer graad B:		
(a) Gekwalifiseer	184,50	199,50
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon*	Volgende loon*
Tweede jaar:		
Eerste ses maande ondervinding	147,00	162,00
Tweede ses maande ondervinding	156,00	171,00
Derde jaar:		
Eerste ses maande ondervinding	165,00	180,00
Daarna, die loon voorgeskryf in (a), d.w.s.	184,50	199,50
(c) Indien bevorder tot werknemer graad A:		
Eerste ses maande na datum van bevordering	184,50	199,50
Tweede ses maande na datum van bevordering	187,00	202,00
Derde ses maande na datum van bevordering	199,50	215,50
Daarna, die loon vir 'n gekwalifiseerde werknemer graad A voorgeskryf, d.w.s.	219,50	237,00
Werknemer graad C:		
(a) Gekwalifiseer	162,50	177,50
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon*	Volgende loon*
Tweede jaar:		
Eerste ses maande ondervinding	143,50	158,50
Tweede ses maande ondervinding	149,00	164,00
Daarna, die loon voorgeskryf in (a), d.w.s.	162,50	177,50
(c) Indien bevorder tot werknemer graad B:		
Eerste ses maande na datum van bevordering	162,50	177,50
Tweede ses maande na datum van bevordering	165,00	180,00
Daarna, die loon vir 'n gekwalifiseerde werknemer graad B voorgeskryf, d.w.s.	184,50	199,50
Voorparser, blokker:		
(a) Gekwalifiseer	165,00	180,00
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon*	Volgende loon*
Tweede jaar:		
Eerste ses maande ondervinding	139,50	154,50
Tweede ses maande ondervinding	145,00	160,00
Derde jaar:		
Eerste ses maande ondervinding	151,50	166,50
Daarna, die loon voorgeskryf in (a), d.w.s.	165,00	180,00
(c) Indien bevorder tot leerling-parser:		
Eerste ses maande na datum van bevordering	165,00	180,00
Tweede ses maande na datum van bevordering	199,50	215,50
Daarna, die loon vir 'n gekwalifiseerde werknemer graad A voorgeskryf, d.w.s.	219,50	237,00
Deel C: Klerke		
Klerk:		
(a) Gekwalifiseer	242,00	261,50
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon**	Volgende loon**
Tweede jaar ondervinding	176,00	191,00
Derde jaar ondervinding	194,00	209,50

	Loon per week	Loon per week vanaf 13 Desember 1991
	R	R
Vierde jaar:		
Eerste ses maande ondervinding	212,00	229,00
Daarna, die loon voorgeskryf in (a), d.w.s.	242,00	261,50
Fabrieksklerk:		
(a) Gekwalifiseer	179,50	194,50
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon**	Volgende loon**
Tweede jaar ondervinding	139,00	154,00
Derde jaar ondervinding	150,00	165,00
Vierde jaar:		
Eerste ses maande ondervinding	162,50	177,50
Daarna, die loon voorgeskryf in (a), d.w.s.	179,50	194,50
Deel D: Algemeen		
Ketelbediener	169,00	184,00
Versendingsverpakker	175,00	190,00
Algemene werker	162,00	177,00
Arbeider	165,00	180,00
Drywer van motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of -waens wat deur sodanige voertuig getrek word—		
(a) hoogstens 1 360 kg is	175,00	190,00
(b) meer as 1 360 kg maar hoogstens 2 720 kg is	185,00	200,00
(c) meer as 2 720 kg is	211,50	228,50
Toesighouer, gehaltebeheerder en instrukteur	225,50	243,50
Handelsreisiger se drywer	185,00	200,00
Wag of opsigter, wie se normale werkure—		
(a) minder as 60 uur per week is	191,50	207,00
(b) 60 uur per week is	201,50	217,50

* 'Volgende loon' beteken die loon voorgeskryf in die tweede jaar, eerste ses maande ondervinding, ingevolge klousule 4 (4) (d).

** 'Volgende loon' beteken die loon voorgeskryf in die tweede jaar ondervinding ingevolge klousule 4 (4) (d).''

(2) Substitute the following for subclause 4 (10):

"10. (a) Notwithstanding anything to the contrary contained herein, the wage of an employee who, immediately prior to the date on which this Agreement comes into operation, is in receipt of a wage higher than that prescribed for the class of work in which he is engaged shall, with effect from the date on which this Agreement comes into operation, be increased by an amount equal to the difference between the wage prescribed in the agreement published under Government Notice No. R. 2755 of 15 December 1989 and the wage prescribed in this Agreement for the class of work in which he is engaged.

(b) Notwithstanding anything to the contrary contained herein, the wage of an employee who, immediately prior to 13 December 1991, is in receipt of a wage higher than that prescribed for the class of work in which he is engaged shall, with effect from 13 December 1991 be increased by an amount equal to the difference between the wage prescribed in this Agreement as at 12 December 1991 and the wage prescribed in the agreement from 13 December 1991, for the class of work in which he is engaged:

Provided that this subclause shall not apply to an employee who, by virtue of the operation of clause 1 (2) (b), previously fell outside the provisions of the Agreement published under Government Notice No. R. 2755 of 15 December 1989 or the corresponding provision of this Agreement as at 13 December 1991."

(2) Vervang subklousule 4 (10) deur die volgende:

"(10) (a) Ondanks andersluidende bepalings hierin vervat, moet die loon van 'n werknemer wat onmiddellik voor die datum waarop hierdie Ooreenkoms in werking tree 'n loon ontvang wat hoër is as wat vir sy klas werk voorgeskryf word, met ingang van die datum waarop hierdie Ooreenkoms in werking tree, verhoog word met 'n bedrag gelyk aan die verskil tussen die loon voorgeskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2755 van 15 Desember 1989 en die loon voorgeskryf in hierdie Ooreenkoms vir sy klas werk.

(b) Ondanks andersluidende bepalings hierin vervat, moet die loon van 'n werknemer wat onmiddellik voor 13 Desember 1991 'n loon ontvang wat hoër is as wat vir sy klas werk, voorgeskryf word, met ingang van 13 Desember 1991 verhoog word met 'n bedrag gelyk aan die verskil tussen die loon voorgeskryf in hierdie Ooreenkoms soos op 12 Desember 1991 en die loon voorgeskryf in die Ooreenkoms vanaf 13 Desember 1991 vir sy klas werk:

Met dien verstande dat hierdie subklousule nie van toepassing sal wees op 'n werknemer, wie ingevolge die werking van klousule 1 (2) (b), nie voorheen deur die voorskrifte van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2755 van 15 Desember 1989 of die ooreenstemmende voorskryf van hierdie Ooreenkoms soos op 13 Desember 1991, gedek was nie."

5. CLAUSE 5: PAYMENT OF WAGES

In subclause (1) (b) substitute the following wage schedule for the existing wage schedule:

	Wage per week	Wage per week from 13 December 1991
	R	R
"Supervisors, quality controllers and instructors	265,50	286,50
Grade A employees:		
Machinists, passers, bas- ters, re-cutters and pat- tern copiers.....	221,50	239,00
Factory clerks.....	205,50	222,00
Underpressers	187,00	202,00"

6. CLAUSE 15: ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

In subclause (2) insert the following new paragraph (g):

"(g) In addition to the paid public holidays prescribed in this subclause, an employee shall be entitled to one additional paid holiday per annum, the date of which shall within four weeks after the date of publication of this Agreement and thereafter in January of each year be decided on by the Council and such day shall be regarded as a paid public holiday. The provisions of this Agreement regulating any matter in connection with paid public holidays shall *mutatis mutandis* apply to this additional holiday."

7. CLAUSE 16: ENGAGEMENTS, TERMINATIONS, ABSENCES FROM WORK AND TRANSFERS IN OCCUPATION

Substitute the following for subclause (9):

"(a) *Duplicate service record cards*: Duplicate service record cards may be issued by the Council upon the payment of an amount determined by the Council from time to time."

8. CLAUSE 26: SICK FUND

(1) In subclause (4), substitute the following for paragraphs (a), (b) and (c):

"(a) For the purpose of such Fund, every employer shall, save as provided in subclause (13), each week deduct from the wages of each of his employees for whom minimum wages are prescribed in this Agreement, and who has worked during any week irrespective of the time so worked (hereinafter referred to as 'contributor') the following amount:

Group 1: In the case of a contributor earning a wage of less than R190,00 per week: R3,70;

Group 2: In the case of a contributor earning a wage of R190,00 per week and more: R4,70.

(b) *Employer's contribution*: An employer shall each week in respect of each contributor from whose wages deductions are due in terms of (a) above, contribute and equal amount.

(c) The total sum representing the employer's contributions and the contributor's contributions shall be forwarded monthly by the employer, but not later than the 14th day of each month following the month to which such contributions relate in the form of Annexure G to this Agreement, to the Secretary of the Council."

5. KLOUSULE 5: BETALING VAN LONE

In subklousule (1) (b), vervang die loontabel deur die volgende:

	Loon per week	Loon per week vanaf 13 Desember 1991
	R	R
"Toesighouers, gehaltebeheerders en instruktors	263,50	286,50
Werknemers graad A:		
Masjienwerkers, nasieners, rygers, hersnyers en patroonkopieerders	221,50	239,00
Fabrieksklerke.....	205,50	222,00
Voorparsers	187,00	202,00"

6. KLOUSULE 15: JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING

In subklousule (2) voeg die volgende nuwe paragraaf (g) in:

"(g) Benewens die openbare vakansiedae met besoldiging wat in hierdie subklousule voorgeskryf word, is 'n werknemer geregtig op een addisionele vakansiedag met besoldiging, welke dag binne vier weke vanaf die datum van publikasie van hierdie Ooreenkoms en daarna in Januarie elke jaar deur die Raad bepaal moet word en moet as 'n openbare vakansiedag met besoldiging beskou word. Die bepalinge van hierdie Ooreenkoms rakende alle aspekte met betrekking tot openbare vakansiedae met besoldiging is *mutatis mutandis* op hierdie addisionale vakansiedag van toepassing."

7. KLOUSULE 16: INDIENSNEMINGS, DIENSBEËINDIGINGS, AFWESIGHEID VAN WERKNEMERS EN OORPLASINGS IN BEROEP

Vervang subklousule (9) deur die volgende:

"(9) *Afskrif van diensverslagkaart*: Afskrifte van diensverslagkaarte kan deur die Raad uitgereik word teen betaling van 'n bedrag wat deur die Raad van tyd tot tyd bepaal word."

8. KLOUSULE 26: SIEKEFONDS

(1) In subklousule (4), vervang paragrawe (a), (b) en (c) deur die volgende:

"(a) Vir die doel van sodanige Fonds moet elke werkgewer, behoudens klousule (13), elke week van die loon van elkeen van sy werknemers vir wie minimumlone in hierdie Ooreenkoms voorgeskryf word en wat gedurende 'n week gewerk het, afgesien van die tyd aldus gewerk (hierna 'n 'bydraer' genoem), die volgende bedrag aftrek:

Groep 1: In die geval van 'n bydraer wat 'n loon van minder as R190,00 per week ontvang: R3,70;

Groep 2: In die geval van 'n bydraer wat 'n loon van R190,00 per week en meer ontvang: R4,70.

(b) *Werkgewer se bydrae*: 'n Werkgewer moet elke week ten opsigte van elke bydraer van wie se lone 'n aftrekking ingevolge (a) hierbo gemaak moet word, 'n gelyke bedrag bydra.

(c) Die totale bedrag wat die werkgewer se bydrae en die bydraer sy bydrae verteenwoordig moet maandeliks deur die werkgewer aangestuur word aan die Sekretaris van die Raad in die vorm van Aanhangel G van hierdie Ooreenkoms en wel voor of op die 14de dag van elke maand wat volg op die maand waarop genoemde bydraes betrekking het."

(2) Substitute the following for subclause (4) (h):

"(h) The employer shall each week notify the Fund of all contributors who have been absent without pay for four or more consecutive pay-weeks in the manner prescribed in clause 16 (4) of this Agreement."

(3) Add the following to subclause (5):

"(c) *Maternity Benefit Fund*: (i) A separate Maternity Benefit Fund shall be established from which all maternity benefit payments shall be made.

(ii) The Maternity Benefit Fund shall be financed as follows:

(aa) A portion of the total Sick Fund contributions shall be paid into the Maternity Benefit Fund;

(ab) The portion to be paid to the Maternity Benefit Fund shall be equal contributions from the employer and the contributor at the rate of 35c per week each.

(iii) Subject to the provisions of this Agreement a female contributor who—

(aa) has continuously contributed to the Sick Fund for no less than two years; and

(bb) has continuously been employed in the Industry for no less than two years;

as at the date of ceasing employment because of her pregnancy shall be entitled to the maternity benefits set out in subclause (v) below.

(iv) For purposes of this subclause non-contributing periods due to illness and/or short-time shall be deemed as periods of contribution.

(v) Any employee who is entitled to maternity benefits shall receive a lump sum payment from the Maternity Benefit Fund equal to 25 per cent of such employee's weekly wage earned at the time of ceasing employment because of her pregnancy, multiplied by 13: Provided that no such payment shall be made to the employee—

(aa) earlier than four weeks prior to the expected date of her confinement; the expected date of her confinement shall be determined by a recent medical certificate signed by a medical practitioner indicating the number of weeks' pregnancy and the expected date of confinement; or

(bb) in the event of prematurely born child which is alive at birth, unless she produces a birth certificate; or

(cc) in respect of a miscarriage, abortion or still born child that occurs during the first 35 weeks of pregnancy; or

(dd) if her employment terminates prior to 22 weeks' pregnancy; or

(ee) if the employee dies prior to claiming the benefit due to her in terms of this subclause, until such time as the Master of the Supreme Court has decided to whom such benefit should be paid."

(4) Substitute the following for subclause (16):

"(16) The Committee shall decide from time to time upon the form and manner in which claims shall be lodged and benefits paid in terms of this clause."

(5) Renumber subclause "(16)" to read "(17)".

9. CLAUSE 30: MATERNITY LEAVE

Substitute the following for this clause:

"30. MATERNITY LEAVE

(1) Subject to the provisions of this Agreement, a female employee who—

(a) has continuously worked for the same employer for not less than two years; and

(2) Vervang subklousule (4) (h) deur die volgende:

"(h) Die werkgewer moet die Fonds elke week in kennis stel, volgens die voorskrif vervat in klousule 16 (4) van hierdie Ooreenkoms, van elke bydraer wat sonder besoldiging vier of meer agtereenvolgende betaalweke afwesig was."

(3) Voeg die volgende by subklousule (5):

"(c) *Kraamvoordeelfonds*: (i) 'n Afsonderlike Kraamvoordeelfonds word ingestel waaruit alle kraamvoordeelbetalings gemaak moet word.

(ii) Die Kraamvoordeelfonds moet soos volg gefinansier word:

(aa) 'n Gedeelte van die totale Siekefondsbysdraes moet in die Kraamvoordeelfonds inbetaal word;

(ab) Dié gedeelte wat in die Kraamvoordeelfonds inbetaal word, verteenwoordig gelyke bydraes van die werkgewer en die bydraer teen 'n koers van 35c elk per week.

(iii) Behoudens die bepalinge van hierdie Ooreenkoms is 'n vroulike bydraer wat—

(aa) deurlopend bydraes tot die Siekefondsbysdraes gemaak het vir minstens twee jaar; en

(bb) deurlopend in die Nywerheid in diens was vir minstens twee jaar;

op dié datum waarop sy ophou werk as gevolg van haar swangerskap geregtig op dié kraamvoordeelbetaling soos bepaal in subklousule (v) hierna.

(iv) Vir die toepassing van hierdie subklousule word nie-bydraende tydperke as gevolg van siekte en/of korttyd beskou word as bydraende tydperke.

(v) 'n Werknemer wat geregtig is op die kraamvoordeel ontvang 'n enkelbedragbetaling van die Kraamvoordeelfonds gelyk aan 25 persent van sodanige werknemer se weeklikse loon ten tye van diensbeëindiging vanweë haar swangerskap, vermenigvuldig met 13: Met dien verstande dat geen sodanige betaling aan die werknemer gemaak moet word—

(aa) vroeër as vier weke voor die verwagte datum van haar bevalling nie, en die verwagte datum van die bevalling moet vasgestel word deur 'n resente mediese sertifikaat geteken deur 'n mediese praktisyn waarop die aantal weke swangerskap en die verwagte datum van die bevalling aangedui word; of

(bb) in die geval van 'n vroeggebore baba wat lewendig is by geboorte nie, tensy sy 'n geboortesertifikaat verstrek; of

(cc) ten opsigte van 'n miskraam, aborsie of doodgebore baba gedurende die eerste 35 weke van swangerskap nie; of

(dd) indien haar diens beëindig word vroeër as die 22ste week van haar swangerskap nie; of

(ee) indien die werknemer te sterwe kom voordat sy die voordeel opeis wat haar toekom ingevolge hierdie subklousule, tot tyd en wyl die Meester van die Hooggeregshof besluit het aan wie die voordeel betaal moet word."

(4) Vervang subklousule (16) deur die volgende:

"(16) Die Komitee moet van tyd tot tyd besluit oor die vorm en wyse waarop eise ingestel en voordele betaal moet word ingevolge hierdie klousule."

(5) Hernommer die bestaande subklousule "(16)" om te lui "(17)".

9. KLOUSULE 30: KRAAMVERLOF

Vervang hierdie klousule deur die volgende:

"30. KRAAMVERLOF

(1) Behoudens die bepalinge van hierdie Ooreenkoms is 'n vroulike werknemer—

(a) wat deurlopend minstens twee jaar vir dieselfde werkgewer gewerk het; en

(b) whose employer has been continuously registered with the Council for not less than two years;

as and at the date of commencing her maternity leave shall be entitled to maternity leave not exceeding six months for any one pregnancy.

(2) During the period of maternity leave all the rights and obligations that the employee and the employer may have under the employment contract shall be suspended and no benefit shall accrue to the employee during this period except that—

(a) provided she has complied with subclause (3) (a), (b), (c) and (d) hereunder, her service will be regarded as uninterrupted;

(b) the employer shall continue to pay—in the case of a Sick Fund contributor, all Sick Fund contributions as provided for in the Main Agreement of the Council, published under Government Notice No. R. 1373 of 1 July 1983, and, in the case of a Provident Fund contributor, all Provident Fund contributions as provided for in the Provident Fund Agreement, published under Government Notice No. R. 678 of 31 March 1983, or the corresponding provisions of any amendments to such Agreements—in respect of himself and of any employee on maternity leave while such employee is on such leave until—

(i) the employee breaches the provisions of this Agreement by failing to notify her employer of her intended date of return to work as provided for in subclause (3) (b) below, unless good cause for such failure is shown; or

(ii) the employee breaches the provisions of this Agreement by failing to return to work on the date as provided for in subclause (3) (a) and (b) below, unless good cause for such failure is shown; or

(iii) the employee returns to work;

whichever occurs first.

(3) At the end of the period of maternity leave the employee shall be entitled to resume her work in a position identical or similar, but not less favourable, to the one which she held prior to her taking maternity leave. This obligation on the employer to re-engage the employee is subject to and conditional upon the employee having complied with the following:

(a) By completing a form identical to Annexure 'N' to this Agreement at least one month before the date of commencement of her maternity leave: Provided that this requirement shall not apply in the event of the employee having to stop work, due to medical reasons, earlier than anticipated; and

(b) by notifying her employer at least four weeks prior to her intended date of return to work of her intention to so return to work by completing a form identical to Annexure "O" of this Agreement, or by any other written notification, and forwarding such form or notice to her employer per registered mail or by delivering such notice or form to a responsible officer of the employer and obtaining a written acknowledgement of receipt therefor; and

(c) by returning to work and resuming her normal duties on the date stipulated in Annexure 'N' or by showing good cause why it was not possible to return to work on the stipulated date; and

(b) wie se werkgever deurlopend minstens twee jaar by die Raad geregistreer was;

tot en met die datum van aanvang van haar kraamverlof, geregtig op kraamverlof van hoogstens ses maande vir elke sodanige swangerskap.

(2) Alle regte en pligte wat die werkgever en die werknemer het ingevolge die dienskontrak moet opgeskort word gedurende die tydperk van kraamverlof en die werknemer ontvang geen voordeel gedurende hierdie tydperk nie, behalwe dat—

(a) indien sy voldoen het aan subklousule (3) (a), (b), (e) en (d) hieronder, haar diens as ononderbroke beskou moet word;

(b) die werkgever voorts in die geval 'n bydraer tot die Siekefonds, alle bydraes tot die Siekefonds soos bepaal in die Hoofoorreenskoms van die Raad, gepubliseer by Goewermenskennisgewing No. R. 1373 van 1 Julie 1983, en, in die geval van 'n bydraer tot die Voorsorgfonds alle bydraes tot die Voorsorgfonds soos bepaal in die Voorsorgfondsooreenskoms, gepubliseer by Goewermenskennisgewing No. R. 678 van 31 Maart 1983, of ingevolge die Ooreenstemmende bepalings van alle wysigings van genoemde Ooreenkoms—moet betaal ten opsigte van homself en werknemer wat met kraamverlof is, terwyl die werknemer met sodanige verlof is en totdat—

(i) die werknemer die bepalings van hierdie Ooreenkoms verbreek deur te versuim om haar werkgever in kennis te stel van die voorgenome datum van haar terugkeer na haar werk soos bepaal in subklousule (3) (b) hieronder, tensy goeie rede aangevoer word vir versuim in dié verband; of

(ii) die werknemer die bepalings van hierdie Ooreenkoms verbreek deur te versuim om na haar werk terug te keer op dié datum soos bepaal in subklousule (3) (a) en (b) hieronder, tensy goeie rede aangevoer word vir versuim in dié verband; of

(iii) die werknemer na haar werk terugkeer; watter ook al eerste gebeur.

(3) By die verstryking van die tydperk van kraamverlof is die werknemer geregtig om werk te hervat in 'n identiese of soortgelyke betrekking, maar een wat nie minder gunstig is nie as die een wat sy bekleed het voordat sy kraamverlof geneem het. Hierdie verpligting wat op die werkgever rus om die werknemer weer in diens te neem is onderworpe daaraan en op voorwaarde dat die werknemer aan die volgende voldoen het:

(a) Deur 'n kennisgewing in die vorm voorgeskryf in Aanhangsel 'N' van hierdie Ooreenkoms minstens een maand voor die datum waarop sy met kraamverlof gaan, in te vul: Met dien verstande dat hierdie vereiste nie van toepassing is in die geval van 'n werknemer wat vroeër as verwag, as gevolg van mediese redes moet ophou werk nie; en

(b) deur haar werkgever minstens vier weke vooraf in kennis te stel van die datum waarop sy van plan is om na haar werk terug te keer deur 'n kennisgewing in die vorm voorgeskryf in Aanhangsel 'O' van hierdie Ooreenkoms in te vul of deur enige ander skriftelike kennisgewing, en die vorm of kennisgewing per geregistreerde pos aan die werkgever te stuur of deur die vorm of kennisgewing af te lewer of te laat aflewer aan 'n verantwoordelike beambte van haar werkgever en 'n skriftelike erkenning van ontvangs daarvoor te verkry; en

(c) deur terug te keer na haar werk en haar gewone pligte te hervat op die datum bepaal in Aanhangsel "N", of deur goeie rede te verstrek waarom dit nie moontlik was om op die bepaalde datum terug te keer nie; en

(d) by commencing her maternity leave not earlier than at 22 weeks of pregnancy and returning to work within the six month period or, where the maternity leave period expires during the employer's annual leave period or the return day falls on a public holiday, by returning to work on the first working day after the annual leave period or the public holiday.

(4) Subject to the provisions of this Agreement, no employer shall require or permit any female employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement.

(5) An employer shall be entitled to fill a position which has become vacant due to an employee having gone on maternity leave by employing another person on a fixed-term contract until the return of the employee from maternity leave. The fixed-term contract shall contain the provisions set out in Annexure 'P' to this Agreement and shall be signed by both the employer and the temporary employee. The latter shall be remunerated at the wage prescribed in this Agreement for the class in which he is employed.

(6) Although the contract of employment of an employee may be terminated if she fails to comply with the provisions of subclause (3) (a), (b) (c) and (d) above, such termination will not in any way whatsoever change the temporary nature of the fixed-term contract of employment of any other employee who may have been employed to fill her position."

10. CLAUSE 33: SHOP STEWARDS

Substitute the following for subclause (3) and insert a new subclause (4):

"(3) Shop stewards recognised by an employer shall be entitled to three days' paid leave per annum to attend shop steward training courses when such attendance falls within normal working hours, provided an outline of each such training course has been lodged with the employer organisations.

(4) In addition to the leave granted in (3) above, shop stewards recognised by an employer shall be eligible for and have access to further paid leave to attend to trade union duties. The paid leave in terms hereof shall be assessed at three days per annum per shop steward recognised by an employer. At each establishment the additional leave generated in terms of this subclause shall be pooled and shop stewards recognised by an employer shall be entitled to use and allocate the additional leave so pooled to attend to trade union duties in any manner that the trade union deems fit."

11. ANNEXURE G

Substitute Annexure G attached for Annexure G of the Agreement.

Signed at Salt River, on behalf of the parties, this 25th day of October 1990.

N. WATERS,

Chairman of the Council.

W. F. ALEXANDER,

Vice-Chairman of the Council.

J. N. VAUGHAN,

Secretary of the Council.

(d) deur haar kraamverlof nie vroeër nie as op 22 weke swangerskap te begin en terug te keer na haar werk binne die tydperk van ses maande of, indien die kraamverloftydperk gedurende die werkgewer se jaarlikse verloftydperk verstryk, of waar die datum van terugkeer op 'n openbare vakansiedag val, deur na haar werk terug te keer op die eerste werkdag na die jaarlikse verloftydperk of die openbare vakansiedag.

(4) Behoudens die bepalings van hierdie Ooreenkoms, mag geen werkgewer van 'n vroulike werknemer vereis of haar toelaat om te werk gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling 'n aanvang neem en wat agt weke na die datum van haar bevalling verstryk nie.

(5) 'n Werkgewer is geregtig om 'n pos te vul wat vakant geraak het as gevolg van 'n werknemer wat met kraamverlof is, deur 'n ander persoon in diens te neem op 'n vastetermynkontrakgrondslag totdat die werknemer wat met kraamverlof is na haar werk terugkeer. Die vastetermynkontrak moet die voorskrifte bevat soos uiteengesit in Aanhangel 'P' van hierdie Ooreenkoms en moet onderteken word deur die werkgewer en die werknemer wat ingevolge dié vastetermynkontrak in diens geneem word. Laasgenoemde moet besoldig word volgens die skaal voorgeskryf in hierdie Ooreenkoms vir die klas werk wat hy verrig.

(6) Ofskoon die dienskontrak van 'n werknemer beëindig kan word indien sy versuim om te voldoen aan die bepalings van subklousule (3) (a), (b), (c) en (d) hierbo, verander sodanige diensbeëindiging geensins die tydelike aard van die dienskontrak van iemand wat in haar plek in diens geneem is nie."

10. KLOUSULE 33: WERKWINKELVERTEENWOORDIGERS

Vervang subklousule (3) deur die volgende en voeg 'n nuwe subklousule (4) in:

"(3) Werkwinkelverteenwoordigers wat deur 'n werkgewer erken word, is geregtig op drie dae betaalde verlof per jaar met die doel om opleidingskursusse vir werkwinkelverteenwoordigers by te woon waar genoemde bywoning binne gewone werkure val: Met dien verstande dat 'n sinopsus van die opleidingskursusse by die werkgewersorganisasies ingedien is.

(4) Benewens die verlof in (3) hierbo toegestaan, is die werkwinkelverteenwoordigers wat deur hul werkgewers erken word geregtig op en het hulle toegang tot addisionele betaalde verlof om aan vakverenigingsverplichtinge te wy. Die betaalde verlof hiervolgens word bereken teen drie dae per jaar per werkwinkelverteenwoordiger wat deur die werkgewer erken word. Die addisionele verlof aldus bereken ingevolge hierdie subklousule moet by elke bedryfsinrigting gepoel word en die werkwinkelverteenwoordigers wat deur hul werkgewers erken word, is geregtig om die gepoelde addisionele verlof te gebruik vir en aan te wend aan vakverenigingsverplichtinge op enige wyse wat die vakvereniging goed ag."

11. AANHANGSEL G

Vervang Aanhangel G van die Ooreenkoms deur die aangehegte Aanhangel G.

Namens die partye op hede die 25ste dag van Oktober 1990 te Soutrivier onderteken.

N. WATERS,

Voorsitter van die Raad.

W. F. ALEXANDER,

Ondervoorsitter van die Raad.

J. N. VAUGHAN,

Sekretaris van die Raad.

ANNEXURE G

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

RETURN FOR THE MONTH OF

19

To: The Secretary
P.O. Box 142
SALT RIVER
7925
Telephone: 47-2000

Name of Firm

Address

.....

.....

.....

	Number of employees during week ending					Total	Rate	Employee contribu- tions	Employer contribu- tions	Total across
Housing loan repayments (schedule on reverse side)										=
Voluntary Provident Fund (attach schedule)										=
Industrial Council levies						X			+	=
Sick Fund contributions up to R						X			+	=
Sick Fund contributions R and over						X			+	=
Provident Fund contribu- tions						X			+	=
CITB Training Fund contri- butions						X				=

MATERNITY LEAVE (Only if employed more than two years with firm)

Sick Fund contributions up to R						X				=
Sick Fund contributions R and over						X				=
Provident Fund contribu- tions						X				=

We enclose our cheque for **total** of employer and employee contributions:

THIS FORM MUST BE RETURNED TO THE COUNCIL NOT LATER THAN THE 14TH OF EACH MONTH

AANHANGSEL G

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

OPGAWE VIR DIE MAAND

19

Aan: Die Sekretaris
Posbus 142
SOUTRIVIER
7925
Telefoon: 47-2000

Naam van Firma

Adres

.....

.....

.....

	Getal werknemers gedurende week eindigende					Totaal	Skaal	Werknemer- bydraes	Werkgewer- bydraes	Totaal
Huisleningterugbetalings (lys op trukant)										=
Vrywillige Voorsorgfonds- bydraes (heg lys aan)										=
Nywerheidsraadheffings						X			+	=
Siekefondsbysdraes Lone tot en met R						X			+	=
Siekefondsbysdraes Lone vanaf R en meer						X			+	=
Voorsorgfondsbysdraes						X			+	=
ORKN-opleidingsfonds- bydraes						X				=

KRAAMVERLOF (Slegs in geval van aaneenlopende diens van meer as twee jaar)

Siekefondsbysdraes Lone tot en met R						X				=
Siekefondsbysdraes Lone vanaf R en meer						X				=
Voorsorgfondsbysdraes						X				=

Ons sluit hierby ons tjk in vir die **totale** bedrag van werkgewer- en werknemerbydraes:

HIERDIE FORM MOET AAN DIE RAAD TERUGBESORG WORD VOOR OF OP DIE 14DE VAN ELKE MAAND

HOUSING LOAN STOP-ORDER REPAYMENTS

[illegible]

AFTREKORDER VIR HUISLENINGTERUGBETALINGS

[illegible]

No. R. 1234

30 May 1991

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE: AMENDMENT OF THE PROVIDENT FUND AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1992, upon the employers organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a) shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1992, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

PROVIDENT FUND AGREEMENT

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

Cape Clothing Manufacturers' Association
and the

Cape Knitting Industry Association

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

Garment and Allied Workers' Union (S.A.)

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

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

to amend the Provident Fund Agreement published under Government Notice No. R. 678 of 31 March 1983, as amended and extended by Government Notices Nos. R. 2719 of 15 December 1983, R. 2434 of 9 November 1984, R. 2671 of 7 December 1984, R. 1065 of 30 May 1986, R. 2338 of 14 November 1986, R. 253 of 6 February 1987, R. 1463 of 22 July 1988, R. 2070 of 14 October 1988, R. 2455 of 2 December 1988, R. 2529 of 17 November 1989 and R. 2866 of 7 December 1990.

No. R. 1234

30 Mei 1991

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP: WYSIGING VAN VOORSORGFONDSOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1992 eindig, bindend is vir die werkgeversorganisasies en vir die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgevers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd die vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1992 eindig, bindend is vir alle werkgevers en werknemers as die genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die wysigings-ooreenkoms gespesifiseer.

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

BYLAE

NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID (KAAP)

VOORSORGFONDSOOREENKOMS

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

Cape Clothing Manufacturers' Association
en die

Cape Knitting Industry Association

(hierna die "werkgevers" of die "werkgeversorganisasies" genoem), aan die een kant, en die

Garment and Allied Workers' Union (S.A.)

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap),

om die Voorsorgfondsooreenkoms, gepubliseer by Goewermentskennisgewing No. R. 678 van 31 Maart 1983, soos gewysig en verleng deur Goewermentskennisgewings Nos. R. 2719 van 15 Desember 1983, R. 2434 van 9 November 1984, R. 2671 van 7 Desember 1984, R. 1065 van 30 Mei 1986, R. 2338 van 14 November 1986, R. 253 van 6 Februarie 1987, R. 1463 van 22 Julie 1988, R. 2070 van 14 Oktober 1988, R. 2455 van 2 Desember 1988, R. 2529 van 17 November 1989 en R. 2866 van 7 Desember 1990, te wysig.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Clothing Industry—

(a) by the employers and employees who are members of the employers' organisations and the trade union, respectively, and who are engaged or employed therein;

(b) in the Magisterial Districts of—

(i) The Cape, Simon's Town, Bellville, Goodwood, Somerset West, Strand and George, on the operations set forth in paragraphs (a) and/or (b) of the definition "Clothing Industry" in clause 3 of the Agreement published under Government Notice No. R. 678 of 31 March 1983;

(ii) Malmesbury, in respect of that part of the Industry in which employers and employees are associated for the making of all classes of women's and 'girls' wear, including parts of such garments and cloth belts;

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

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

(a) only apply in respect of employees for whom wages are prescribed in the Main Agreement, the Knitting Division Agreement and the Country Areas Agreement;

(b) not apply to employees and working directors whose wages are more than the amount referred to in clause 1 (2) (b) of the Main Agreement of the Council.

(3) Notwithstanding the provisions of subclauses (1) and (2), the terms of this Agreement shall apply in respect of employees and working directors who were contributors as at the date of coming into operation of this Agreement.

2. CLAUSE 5: ESTABLISHMENT AND FUNCTIONS OF MANAGEMENT COMMITTEE

(1) In subclause (1), substitute "11" for "10".

(2) In subclause (2), substitute "11 (6)" for "10 (1)".

3. CLAUSE 6: CONTRIBUTIONS

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

"(1) *Employees' ordinary contributions:* Every employer shall, save as provided in clause 1 (2) (b) of this Agreement, each week deduct from the wages of each of his employees (hereinafter referred to as "contributor"), who has worked during any week, irrespective of the time so worked, an amount equal to 1,0 per cent multiplied by the prescribed minimum qualified wage of a Grade B employee as prescribed in clause 4 of the Main Agreement for the Clothing Industry (Cape), published under Government Notice No. R. 1373 of 1 July 1983 or the corresponding provisions of any agreement superseding that Agreement, and for such purposes fractions of a cent shall be regarded as one cent when assessing the rate of contributions payable by the contributor and his employer in terms of this clause.

For the purposes of the Fund in assessing the amount of benefits in terms of clause 9 of this Agreement, the employees' ordinary contributions shall be broken down as follows:

Up to 12 December 1986

Basic contributions: 70c per week.

Supplementary contributions: 10c per week.

From 13 December 1986

Basic contributions: 70c per week.

Supplementary I contributions: 10c per week.

Supplementary II contributions: 20c per week.

1. TOEPASSINGSBESTEK

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

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

(b) in die landdrostdistrikte—

(i) Die Kaap, Simonstad, Bellville, Goodwood, Somerset Wes, Strand en George, in verband met die werksaamhede uiteengesit in paragrafe (a) en/of (b) van die omskrywing "Klerasiennywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 678 van 31 Maart 1983;

(ii) Malmesbury, ten opsigte van daardie gedeelte van die Nywerheid waarin die werkgewers en die werknemers geassosieer is vir die maak van alle soorte kledingstukke vir vroue en meisies, met inbegrip van gedeeltes van sodanige kledingstukke en lapgodels;

(iii) Wynberg, in verband met die werksaamhede uiteengesit in paragrafe (a) en/of (b) en/of (c) van die omskrywing "Klerasiennywerheid" in klousule 3 van die genoemde Ooreenkoms.

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

(a) van toepassing slegs op werknemers vir wie lone in die Hoofooreenkoms, die Ooreenkoms vir die Brei-afdeling en die Ooreenkoms vir die Plattelandse gebiede voorgeskryf word;

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as die bedrag in klousule 1 (2) (b) van die Hoofooreenkoms van die Raad bedoel.

(3) Ondanks subklousules (1) en (2) is hierdie Ooreenkoms van toepassing ten opsigte van werknemers en werkende direkteure wat bydraers was op die datum van inwerkingtreding van hierdie Ooreenkoms.

2. KLOUSULE 5: STIGTING EN FUNKSIES VAN DIE BESTUURSKOMITEE

(1) In subklousule (1), vervang "10" deur "11".

(2) In subklousule (2), vervang "10 (1)" deur "11 (6)".

3. KLOUSULE 6: BYDRAES

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

"(1) *Werknemers se gewone bydraes:* Elke werkgewer moet behoudens klousule 1 (2) (b) van hierdie Ooreenkoms, elke week van die loon van elk van sy werknemers (hierna 'n "bydraer" genoem), wat gedurende 'n week gewerk het, ongeag die tydsduur van die werk, 'n bedrag aftrek gelyk aan 1,0 persent, vermenigvuldig met die voorgeskrewe minimum gekwalifiseerde loon van 'n werknemer graad B soos voorgeskryf in klousule 4 van die Hoofooreenkoms van die Nywerheidsraad vir die Klerasiennywerheid (Kaap), gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983, of die ooreenstemmende bepalinge van 'n ooreenkoms wat dié Ooreenkoms vervang, en vir sodanige doeleindes moet 'n breuk van 'n sent as een sent beskou word by die berekening van die bydrae-bedrag wat deur die bydraer en sy werkgewer ingevolge hierdie klousule betaalbaar is.

Vir die doeleindes van die Fonds wanneer die bedrag van bystand ingevolge klousule 9 van hierdie Ooreenkoms bereken word, moet die werknemers se gewone bydraes soos volg ingedeel word:

Tot 12 Desember 1986

Basiese bydraes: 70c per week.

Aanvullende bydraes: 10c per week.

Vanaf 13 Desember 1986

Basiese bydraes: 70c per week.

Aanvullende bydraes I: 10c per week.

Aanvullende bydraes II: 20c per week.

From 13 December 1987

Basic contributions: 70c per week.

Supplementary I contributions: 10c per week.

Supplementary II contributions: 20c per week.

Supplementary III contributions: 20c per week.

From 13 December 1990

Basic contributions: 70c per week.

Supplementary I contributions: 10c per week.

Supplementary II contributions: 20c per week.

Supplementary III contributions: 20c per week.

Supplementary IV contributions: Difference between the amount of R1,20 per week and the coamount of R1,20 per week and the contributions payable in terms of this clause.

Provided that no deductions shall be made from the wages of any contributor who has reached the age of 65 years or has retired from the Fund at an earlier age."

(2) Substitute the following for subclause 6 (7) (a):

"(a) *Employers'/Employees' contributions*: The employer shall each week notify the Fund of all ordinary contributors who have been absent without pay for four or more consecutive pay-weeks in the manner prescribed in clause 16 (4) of the Main Agreement of the Council."

4. CLAUSE 7: FINANCE

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

"(2) Any moneys not required to meet current payments shall be invested by the Management Committee in—

(a) the name of the Fund through the agency of an insurance company or any other financial institution approved by the Industrial Registrar in terms of section 21 (3) of the Labour Relations Act, 1956, in such manner and with such persons as the insurance company or financial institution deems fit: Provided the limitations prescribed in the Pension Funds Act, 1956, as amended, are not exceeded;

(b) housing loans in terms of clause 8 (4);

(c) approved trust investments accepted by the Master of the Supreme Court; and

(d) in any other manner approved by the Registrar in terms of section 21 (3) of the Labour Relations Act, 1956."

5. CLAUSE 9: AMOUNT OF BENEFITS

(1) In subclause (1) (c), insert the following item after item (v):

"(vi) for each completed year of ordinary Supplementary IV contributions, 6 per cent of his own ordinary Supplementary IV contributions."

Signed at Salt River, on behalf of the parties, this 25th day of October 1990.

N. WATERS,

Chairman of the Council.

W. F. ALEXANDER,

Vice-chairman of the Council.

J. N. VAUGHAN,

Secretary of the Council.

Vanaf 13 Desember 1987

Basiese bydraes: 70c per week.

Aanvullende bydraes I: 10c per week.

Aanvullende bydraes II: 20c per week.

Aanvullende bydraes III: 20c per week.

Vanaf 13 Desember 1990

Basiese bydraes: 70c per week.

Aanvullende bydraes I: 10c per week.

Aanvullende bydraes II: 20c per week.

Aanvullende bydraes III: 20c per week.

Aanvullende bydraes IV: Die verskil tussen die bedrag van R1,20 per week en die bydraes betaalbaar ingevolge hierdie klousule.

Met dien verstande dat geen bedrag van die loon van 'n bydraer wat die ouderdom van 65 jaar bereik het of wat op 'n vroëer ouderdom uit die Fonds getree het, afgetrek mag word nie."

(2) Vervang subklousule 6 (7) (a) deur die volgende:

"(a) *Werkgewers/werknemers se gewone bydraes*: Die werkgever moet die Fonds elke week op die wyse wat in klousule 16 (4) van die Hoofdooreenkoms van die Raad voorgeskryf word, in kennis stel van alle gewone bydraers wat vier of meer agtereenvolgende betaalweke sonder besoldiging afwesig was."

4. KLOUSULE 7: FINANSIES

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

"(2) Geld wat nie vir die bestryding van lopende uitgawes nodig is nie, moet deur die Bestuurskomitee belê word in—

(a) die naam van die Fonds deur bemiddeling van 'n assuransiemaatskappy of enige ander finansiële instelling goedgekeur deur die Nywerheidsregistrator ingevolge artikel 21 (3) van die Wet op Arbeidsverhoudinge, 1956, op sodanige wyse en met sodanige persone as wat die assuransiemaatskappy of finansiële instelling goeddink: Met dien verstande dat die beperkinge soos voorgeskryf in die Wet op Pensioenfondse, 1956, soos gewysig, nie oorskry word nie;

(b) behuisingslenings ingevolge klousule 8 (4);

(c) goedgekeurde trustbeleggings wat aanvaar is deur die Meester van die Hooggeregshof; en

(d) op 'n ander wyse wat deur die Registrator ingevolge artikel 21 (3) van die Wet op Arbeidsverhoudinge, 1956, goedgekeur is."

5. KLOUSULE 9: BEDRAG VAN BYSTAND

(1) In subklousule 1 (c), voeg die volgende item in na item (v):

"(vi) vir elke voltooide jaar van gewone Aanvullende bydraes IV, 6 persent van sy eie gewone Aanvullende bydraes IV."

Namens die partye op hede die 25ste dag van Oktober 1990 te Soutrivier onderteken.

N. WATERS,

Voorsitter van die Raad.

W. F. ALEXANDER,

Ondervoorsitter van die Raad.

J. N. VAUGHAN,

Sekretaris van die Raad.

No. R. 1235

30 May 1991

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE: AMENDMENT OF AGREEMENT FOR THE KNITTING DIVISION

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1992, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement excluding those contained in clauses 1 (1) (a), 2 and 8 shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1992, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

KNITTING DIVISION AGREEMENT

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

Cape Knitting Industry Association
and the

Cape Clothing Manufacturers' Association

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

Garment and Allied Workers' Union (S.A.)

hereinafter referred to as the "employees" or the "trade union"), of the other part,
being the parties to the Industrial Council for the Clothing Industry (Cape),

to amend the Knitting Division Agreement, published under Government Notice No. R. 1374 of 1 July 1983, as amended and extended by Government Notices Nos. R. 1262 of 22 June 1984, R. 2435 of 9 November 1984, R. 2669 of 7 December 1984, R. 1743 of 9 August 1985, R. 2336 of 14 November 1986, R. 254 of 6 February 1987, R. 2067 of 14 October 1988, R. 2455 of 2 December 1988, R. 2327 of 27 October 1989, R. 2529 of 17 November 1989, R. 2756 of 15 December 1989, R. 2086 of 31 August 1990 and R. 2867 of 7 December 1990.

No. R. 1235

30 Mei 1991

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP: WYSIGING VAN OOREENKOMS VIR DIE BREI-AFDELING

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1992 eindig, bindend is vir die werkgeversorganisasies en vir die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgevers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd die vervat in klousules 1 (1) (a), 2 en 8 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1992 eindig, bindend is vir alle werkgevers en werknemers as die genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

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

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

BREI-AFDELING-OOREENKOMS

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

Cape Knitting Industry Association
en die

Cape Clothing Manufacturers' Association

(hierna die "werkgevers" of die "werkgeversorganisasies" genoem), aan die een kant, en die

Garment and Allied Workers' Union (S.A.)

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap),

om die Ooreenkoms vir die Brei-afdeling gepubliseer by Goewermmentskennisgewing No. R. 1374 van 1 Julie 1983, soos gewysig en verleng deur Goewermmentskennisgewings Nos. R. 1262 van 22 Junie 1984, R. 2435 van 9 November 1984, R. 2669 van 7 Desember 1984, R. 1743 van 9 Augustus 1985, R. 2336 van 14 November 1986, R. 254 van 6 Februarie 1987, R. 2067 van 14 Oktober 1988, R. 2455 van 2 Desember 1988, R. 2327 van 27 Oktober 1989, R. 2529 van 17 November 1989, R. 2756 van 15 Desember 1989, R. 2086 van 31 Augustus 1990 en R. 2867 van 7 Desember 1990, te wysig.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Knitting Division of the Clothing Industry—

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

(b) in the Magisterial District of The Cape, Wynberg, Simon's Town, Goodwood, Bellville, Somerset West, Strand, Malmesbury, and George.

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

(a) only apply in respect of employees for whom wages are prescribed in this Agreement;

(b) not apply to employees and working directors whose wages are more than the amount referred to in clause 1 (2) (b) of the Main Agreement of the Council.

2. CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT

Substitute the following for clause 2:

"This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in force until 30 June 1992."

3. CLAUSE 4: WAGES

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

"(1) Subject to the provisions of this Agreement, the minimum wages that shall be paid to and accepted by the under-mentioned classes of employees shall be as follows:

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Brei-afdeling van die Klerasienywerheid nagekom word—

(a) deur die werkgewers en die werknemers wat lede van onderskeidelik die werkgewersorganisasies en die vakvereniging is;

(b) in die landdrosdistrikte Die Kaap, Wynberg, Simonstad, Goodwood, Bellville, Somerset-Wes, Strand, Malmesbury en George.

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

(a) slegs van toepassing ten opsigte van werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as die bedrag in klousule 1 (2) (b) van die Hoof-ooreenkoms van die Raad bedoel.

2. KLOUSULE 2: GELDIGHEIDSDUUR VAN OOREENKOMS

Vervang klousule 2 deur die volgende:

"Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag kragtens artikel 48 (1) van die Wet vasstel en bly van krag tot 30 Junie 1992."

3. KLOUSULE 4: LONE

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

"(1) Behoudens die bepaling van hierdie Ooreenkoms is die minimum lone wat betaal moet word aan en aangeneem mag word deur die ondergenoemde klasse werknemers soos volg:

	Wage per week	Wage per week from 13 December 1991
Part A: Design and Cutting Department		
Pattern Maker:	R	R
(a) Qualified	357,00	385,50
(b) Learner:		
First year of experience	Next wage*	Next wage*
Second year:		
First six months of experience	198,50	214,50
Second six months of experience	219,50	237,00
Third year:		
First six months of experience	241,00	260,50
Second six months of experience	263,00	284,00
Fourth year:		
First six months of experience	286,50	309,50
Second six months of experience	310,00	335,00
Thereafter, the wage specified in (a), i.e.	357,00	385,50
Pattern Grader:		
(a) Qualified	287,50	310,50
(b) Learner:		
First year of experience	Next wage*	Next wage*
Second year:		
First six months of experience	184,50	199,50
Second six months of experience	198,50	214,50
Third year:		
First six months of experience	211,50	228,50
Second six months of experience	225,50	243,50
Fourth year:		
First six months of experience	241,00	260,50
Second six months of experience	256,00	276,50
Thereafter, the wage specified in (a) i.e.	287,50	310,50

	Wage per week	Wage per week from 13 December 1991
	R	R
Football jersey cutter:		
(a) Qualified	199,50	215,50
(b) Learner:		
First year of experience	Next wage*	Next wage*
Second year:		
First six months of experience	145,00	160,00
Second six months of experience	154,00	169,00
Third year:		
First six months of experience	163,50	178,50
Second six months of experience	173,00	188,00
Fourth year:		
First six months of experience	182,50	197,50
Thereafter, the wage specified in (a), i.e.	199,50	215,50
Layer-up:		
(a) Qualified	168,00	183,00
(b) Learner:		
First year of experience	Next wage*	Next wage*
Second year:		
First six months of experience	139,50	154,50
Second six months of experience	145,00	160,00
Third year:		
First six months of experience	151,50	166,50
Thereafter, the wage specified in (a), i.e.	168,00	183,00
Part B: Factory Operatives		
Grade A employee:		
(a) Qualified	219,50	237,00
(b) Learner:		
First year of experience	Next wage*	Next wage*
Second year:		
First six months of experience	150,50	165,50
Second six months of experience	163,00	178,00
Third year:		
First six months of experience	174,50	189,50
Second six months of experience	187,00	202,00
Fourth year:		
First six months of experience	199,50	215,50
Thereafter, the wage specified in (a), i.e.	219,50	237,00
Grade B employee:		
(a) Qualified	184,50	199,50
(b) Learner:		
First year of experience	Next wage*	Next wage*
Second year:		
First six months of experience	147,00	162,00
Second six months of experience	156,00	171,00
Third year:		
First six months of experience	165,00	180,00
Thereafter, the wage specified in (a), i.e.	184,50	199,50
(c) If advanced to Grade A employee:		
First six months from date of advancement	184,50	199,50
Second six months from date of advancement	187,00	202,00
Third six months from date of advancement	199,50	215,50
Thereafter, the wage specified for a qualified Grade A employee, i.e.	219,50	237,00

	Wage per week	Wage per week from 13 December 1991
	R	R
Grade C employee:		
(a) Qualified	162,50	177,50
(b) Learner:		
First year of experience	Next wage*	Next wage*
Second year:		
First six months of experience	143,50	158,50
Second six months of experience	149,00	164,00
Thereafter, the wage specified in (a), i.e.	162,50	177,50
(c) If advanced to Grade B employee:		
First six months from date of advancement	162,50	177,50
Second six months from date of advancement	165,00	180,00
Thereafter, the wage specified for a qualified Grade B employee, i.e.	184,50	199,50
Part C: Clerical Employee		
Clerk:		
(a) Qualified	242,00	261,50
(b) Learner:		
First year of experience	Next wage**	Next wage**
Second year of experience	176,00	191,00
Third year of experience	194,00	209,50
Fourth year:		
First six months of experience	212,00	229,00
Thereafter, the wage specified in (a), i.e.	242,00	261,50
Factory clerk:		
(a) Qualified	179,50	194,50
(b) Learner:		
First year of experience	Next wage**	Next wage**
Second year of experience	139,00	154,00
Third year of experience	150,00	165,00
Fourth year:		
First six months of experience	162,50	177,50
Thereafter, the wage specified in (a), i.e.	179,50	194,50
Part D: General		
Boiler attendant	169,00	184,00
Despatch packer	175,00	190,00
General worker	162,00	177,00
Labourer	165,00	180,00
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—		
(a) does not exceed 1 360 kg	175,00	190,00
(b) exceeds 1 360 kg but not 2 720 kg	185,00	200,00
(c) exceeds 2 720 kg	211,50	228,50
Supervisor, quality controller and instructor	225,50	243,50
Traveller's driver	185,00	200,00
Watchman or caretaker, whose ordinary hours of work are—		
(a) less than 60 hours per week	191,50	207,00
(b) 60 hours per week	201,50	217,50

* 'Next wage' means the wage rate due for the second year, first six months of experience in terms of clause 4 (4) (d).

** 'Next wage' means the wage rate due for the second year of experience in terms of clause 4 (4) (d)."

	Loon per week	Loon per week vanaf 13 Desember 1991
	R	R
Deel A: Ontwerp- en Snyafdeling		
Patroonmaker:		
(a) Gekwalifiseer	357,00	385,50
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon*	Volgende loon*
Tweede jaar:		
Eerste ses maande ondervinding	198,50	214,50
Tweede ses maande ondervinding	219,50	237,00
Derde jaar:		
Eerste ses maande ondervinding	241,00	260,50
Tweede ses maande ondervinding	263,00	284,00
Vierde jaar:		
Eerste ses maande ondervinding	286,50	309,50
Tweede ses maande ondervinding	310,00	335,00
Daarna, die loon voorgeskryf in (a), d.w.s.	357,00	385,50

	Loon per week	Loon per week vanaf 13 Desember 1991
	R	R
Patroongradeerder:		
(a) Gekwalifiseer	287,50	310,50
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon*	Volgende loon*
Tweede jaar:		
Eerste ses maande ondervinding	184,50	199,50
Tweede ses maande ondervinding	198,50	214,50
Derde jaar:		
Eerste ses maande ondervinding	211,50	228,50
Tweede ses maande ondervinding	225,50	243,50
Vierde jaar:		
Eerste ses maande ondervinding	241,00	260,50
Tweede ses maande ondervinding	256,00	276,50
Daarna, die loon voorgeskryf in (a) d.w.s.	287,50	310,50
Voetbaltruisnyer:		
(a) Gekwalifiseer	199,50	215,50
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon*	Volgende loon*
Tweede jaar:		
Eerste ses maande ondervinding	145,00	160,00
Tweede ses maande ondervinding	154,00	169,00
Derde jaar:		
Eerste ses maande ondervinding	163,50	178,50
Tweede ses maande ondervinding	173,00	188,00
Vierde jaar:		
Eerste ses maande ondervinding	182,50	197,50
Daarna, die loon in (a) voorgeskryf, d.w.s.	199,50	215,50
Laagopléer:		
(a) Gekwalifiseer	168,00	183,00
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon*	Volgende loon*
Tweede jaar:		
Eerste ses maande ondervinding	139,50	154,50
Tweede ses maande ondervinding	145,00	160,00
Derde jaar:		
Eerste ses maande ondervinding	151,50	166,50
Daarna, die loon in (a) voorgeskryf, d.w.s.	168,00	183,00
Deel B: Fabriekswerkers		
Werknemer graad A:		
(a) Gekwalifiseer	219,50	237,00
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon*	Volgende loon*
Tweede jaar:		
Eerste ses maande ondervinding	150,50	165,50
Tweede ses maande ondervinding	163,00	178,00
Derde jaar:		
Eerste ses maande ondervinding	174,50	189,50
Tweede ses maande ondervinding	187,00	202,00
Vierde jaar:		
Eerste ses maande ondervinding	199,50	215,50
Daarna, die loon in (a) voorgeskryf, d.w.s.	219,50	237,00
Werknemer graad B:		
(a) Gekwalifiseer	184,50	199,50
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon*	Volgende loon*
Tweede jaar:		
Eerste ses maande ondervinding	147,00	162,00
Tweede ses maande ondervinding	156,00	171,00
Derde jaar:		
Eerste ses maande ondervinding	165,00	180,00
Daarna, die loon in (a) voorgeskryf, d.w.s.	184,50	199,50

	Loon per week	Loon per week vanaf 13 Desember 1991
	R	R
(c) Indien bevorder tot werknemer graad A:		
Eerste ses maande vanaf datum van bevordering	184,50	199,50
Tweede ses maande vanaf datum van bevordering	187,00	202,00
Derde ses maande vanaf datum van bevordering	199,50	215,50
Daarna, die loon soos voorgeskryf vir 'n gekwalifiseerde Graad A werknemer, d.w.s.	219,50	237,00
Werknemer graad C:		
(a) Gekwalifiseer	162,50	177,50
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon*	Volgende loon*
Tweede jaar:		
Eerste ses maande ondervinding	143,50	158,50
Tweede ses maande ondervinding	149,00	164,00
Daarna, die loon in (a) voorgeskryf, d.w.s.	162,50	177,50
(c) Indien bevorder tot werknemer graad B:		
Eerste ses maande vanaf datum van bevordering	162,50	177,50
Tweede ses maande vanaf datum van bevordering	165,00	180,00
Daarna, die loon soos voorgeskryf vir 'n gekwalifiseerde Graad B werknemer, d.w.s.	184,50	199,50
Deel C: Klerke		
Klerk:		
(a) Gekwalifiseer	242,00	261,50
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon**	Volgende loon**
Tweede jaar ondervinding	176,00	191,00
Derde jaar ondervinding	194,00	209,50
Vierde jaar:		
Eerste ses maande ondervinding	212,00	229,00
Daarna, die loon in (a) voorgeskryf, d.w.s.	242,00	261,50
Fabrieksklerk:		
(a) Gekwalifiseer	179,50	194,00
(b) Leerling:		
Eerste jaar ondervinding	Volgende loon**	Volgende loon**
Tweede jaar ondervinding	139,00	154,00
Derde jaar ondervinding	150,00	165,00
Vierde jaar:		
Eerste ses maande ondervinding	162,50	177,50
Daarna, die loon in (a) voorgeskryf, d.w.s.	179,50	194,50
Deel D: Algemeen		
Ketelbediener	169,00	184,00
Versendingsverpakker	175,00	190,00
Algemene werker	162,00	177,00
Arbeider	165,00	180,00
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of -waens wat deur sodanige voertuig getrek word—		
(a) hoogstens 1 360 kg is	175,00	190,00
(b) meer as 1 360 kg maar hoogstens 2 720 kg is	185,00	200,00
(c) meer as 2 720 kg is	211,50	228,50
Toesighouer, gehaltebeheerder en instrukteur	225,50	243,50
Handelsreisiger se drywer	185,00	200,00
Wag of opsigter, wie se normale werksure—		
(a) minder as 60 uur per week is	191,50	207,00
(b) 60 uur per week is	201,50	217,50

* "Volgende loon" beteken die loon voorgeskryf in die tweede jaar, eerste ses maande ondervinding, ingevolge klousule 4 (4) (d).

** "Volgende loon" beteken die loon voorgeskryf in die tweede jaar ondervinding ingevolge klousule 4 (4) (d)."

(2) Substitute the following for subclause 4 (9):

"(9) (a) Notwithstanding anything to the contrary contained herein, the wage of an employee who, immediately prior to the date on which this Agreement comes into operation, is in receipt of a wage higher than that prescribed for the class of work in which he is engaged shall, with effect from the date on which this Agreement comes into operation, be increased by an amount equal to the difference between the wage prescribed in the Agreement published under Government Notice No. R. 2756 of 15 December 1989 and the wage prescribed in this Agreement for the class of work in which he is engaged.

(b) Notwithstanding anything to the contrary contained herein, the wage of an employee who, immediately prior to 13 December 1991, is in receipt of a wage higher than that prescribed for the class of work in which he is engaged shall, with effect from 13 December 1991 be increased by an amount equal to the difference between the wage prescribed in this Agreement as at 12 December 1991 and the wage prescribed in the Agreement from 13 December 1991, for the class of work in which he is engaged:

Provided that this subclause shall not apply to an employee who, by virtue of the operation of clause 1 (2) (b), previously fell outside the provisions of the Agreement published under Government Notice No. R. 2756 of 15 December 1989 or the corresponding provision of this Agreement as at 13 December 1991."

4. CLAUSE 5: PAYMENT OF WAGES

In subclause (1) (b), substitute the following wage schedule for the existing wage schedule:

	Wage per week	Wage per week from 13 December 1991
	R	R
"Supervisors, quality controllers and instructors....."	265,50	286,50
Grade A employees:		
Machinists, passers and knitting shapers	221,50	239,00
Factory clerks	205,50	222,00"

5. CLAUSE 15: ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

In subclause (2), insert the following new paragraph (g):

"(g) In addition to the paid public holidays prescribed in this subclause, an employee shall be entitled to one additional paid holiday per annum, the date of which shall within four weeks after the date of publication of this Agreement and thereafter in January of each year be decided on by the Council, and such day shall be regarded as a paid public holiday. The provisions of this Agreement regulating any matter in connection with paid public holidays shall *mutatis mutandis* apply to this additional holiday."

6. CLAUSE 16: ENGAGEMENTS, TERMINATIONS, ABSENCES FROM WORK AND TRANSFERS IN OCCUPATION

Substitute the following for subclause (9):

"Duplicate service record cards: Duplicate service record cards may be issued by the Council upon the payment of an amount determined by the Council from time to time."

(2) Vervang subklousule 4 (9) deur die volgende:

"(9) (a) Ondanks andersluidende bepalings hierin vervat, moet die loon van 'n werknemer wat onmiddellik voor die datum waarop hierdie Ooreenkoms in werking tree 'n loon ontvang wat hoër is as wat vir sy klas werk voorgeskryf word, met ingang van die datum waarop hierdie Ooreenkoms in werking tree, verhoog word met 'n bedrag gelyk aan die verskil tussen die loon voorgeskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2756 van 15 Desember 1989 en die loon voorgeskryf in hierdie Ooreenkoms vir sy klas werk.

(b) Ondanks andersluidende bepalings hierin vervat, moet die loon van 'n werknemer wat onmiddellik voor 13 Desember 1991 'n loon ontvang wat hoër is as wat vir sy klas werk, voorgeskryf word, met ingang van 13 Desember 1991 verhoog word met 'n bedrag gelyk aan die verskil tussen die loon voorgeskryf in hierdie Ooreenkoms soos op 12 Desember 1991 en die loon voorgeskryf in die Ooreenkoms vanaf 13 Desember 1991 vir sy klas werk:

Met dien verstande dat hierdie subklousule nie van toepassing sal wees op 'n werknemer, wie ingevolge die werking van klousule 1 (2) (b), nie voorheen deur die voorskrifte van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2756 van 15 Desember 1989 of die ooreenstemmende voorskrif van hierdie Ooreenkoms soos op 13 Desember 1991, gedek was nie."

4. KLOUSULE 5: BETALING VAN LONE

In subklousule (1) (b), vervang die loonskedule deur die volgende:

	Loon per week	Loon per week vanaf 13 Desember 1991
	R	R
"Toesighouers, gehaltebeheerders en instruksies....."	265,50	286,50
Werknemers graad A:		
Masjienwerkers, nasieners, en breiwerkfatsoeneerders ..	221,50	239,00
Fabrieksklerke....."	205,50	222,00"

5. KLOUSULE 15: JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING

In subklousule (2) voeg die volgende nuwe paragraaf (g) in:

"(g) Benewens die openbare vakansiedae met besoldiging wat in hierdie subklousule voorgeskryf word, is 'n werknemer geregtig op een addisionele vakansiedag met besoldiging, welke dag binne vier weke vanaf die datum van publikasie van hierdie Ooreenkoms en daarna in Januarie elke jaar deur die Raad bepaal moet word en as 'n openbare vakansiedag met besoldiging beskou moet word. Die bepaling van hierdie Ooreenkoms rakende enige aspek met betrekking tot openbare vakansiedae met besoldiging is *mutatis mutandis* op hierdie addisionele vakansiedag van toepassing."

6. KLOUSULE 16: INDIENSNEMINGS, DIENSBEËINDIGINGS, AFWESIGHEID VAN WERKNEMERS EN OORPLASINGS IN BEROEP

Vervang subklousule (9) deur die volgende:

"(9) Afskrif van diensverslagkaart: Afskrifte van diensverslagkaarte kan deur die Raad uitgereik word teen betaling van 'n bedrag wat deur die Raad van tyd tot tyd bepaal word."

7. CLAUSE 30: MATERNITY LEAVE

Substitute the following for this clause:

"30. MATERNITY LEAVE

(1) Subject to the provisions of this Agreement a female employee who:

(a) has continuously worked for the same employer for not less than two years; and

(b) whose employer has been continuously registered with the Council for not less than two years;

as and at the date of commencing her maternity leave shall be entitled to maternity leave not exceeding six months for any one pregnancy;

(2) During the period of maternity leave all the rights and obligations that the employee and the employer may have under the employment contract shall be suspended and no benefit shall accrue to the employee during this period except that—

(a) Provided she has complied with subclause 3 (a), (b), (c) and (d) hereunder, her service will be regarded as uninterrupted;

(b) the employer shall continue to pay—in the case of a Sick Fund contributor, all Sick Fund contributions as provided for in the Main Agreement of the Council, published under Government Notice No. R. 1373 of 1 July 1983, and, in the case of a Provident Fund contributor, all Provident Fund contributions as provided for in the Provident Fund Agreement, published under Government Notice, No. R. 678 of 31 March 1983, or the corresponding provisions of any amendments to such Agreements—in respect of himself and of any employee on maternity leave while such employee is on such leave until—

(i) the employee breaches the provisions of this Agreement by failing to notify her employer of her intended date of return to work as provided for in subclause 3 (b) below, unless good cause for such failure is shown; or

(ii) the employee breaches the provisions of this agreement by failing to return to work on the date as provided for in subclause 3 (a) and (b) below, unless good cause for such failure is shown; or

(iii) the employee returns to work;

whichever occurs first.

(3) At the end of the period of maternity leave the employee shall be entitled to resume her work in a position identical or similar, but not less favourable, to the one which she held prior to her taking maternity leave. This obligation on the employer to re-engage the employee is subject to and conditional upon the employee having complied with the following:

(a) By completing a form identical to Annexure "N" to this Agreement at least one month before the date of commencement of her maternity leave: Provided that this requirement shall not apply in the event of the employee having to stop work, due to medical reasons, earlier than anticipated; and

(b) by notifying her employer at least four weeks prior to her intended date of return to work of her intention to so return to work by completing a form identical to Annexure 'O' of this Agreement, or by any other written notification and forwarding such form or notice to her employer per registered mail or by delivering such notice or form to a responsible officer of the employer and obtaining a written acknowledgment of receipt therefor; and

7. KOUSULE 30: KRAAMVERLOF

Vervang hierdie klousule deur die volgende:

"30. KRAAMVERLOF

(1) Behoudens die bepalinge van hierdie Ooreenkoms is 'n vroulike werknemer—

(a) wat deurlopend minstens twee jaar vir dieselfde werk-gewer gewerk het; en

(b) wie se werkgever deurlopend minstens twee jaar by die Raad geregistreer was;

tot en met die datum van aanvang van haar kraamverlof, geregtig op kraamverlof van hoogstens ses maande vir elke sodanige swangerskap.

(2) Alle regte en pligte wat die werkgever en die werknemer het ingevolge die dienskontrak moet opgeskort word gedurende die tydperk van kraamverlof en die werknemer ontvang geen voordeel gedurende hierdie tydperk nie behalwe dat—

(a) indien sy voldoen het aan subklousule 3 (a), (b), (c) en (d) hieronder, haar diens as ononderbroke beskou moet word;

(b) die werkgever voorts—in die geval van 'n bydraer tot die siekefonds, alle bydraes tot die Siekefonds soos bepaal in die Hoof-ooreenkoms van die Raad, gepubliseer by Goewermmentskennisgewing No. R. 1373 van 1 Julie 1983, en, in die geval van 'n bydrae tot die Voorsorgfonds alle bydraes tot die Voorsorgfonds soos bepaal in die Voorsorg-fonds-ooreenkoms, gepubliseer by Goewermmentskennis-gewing No. R. 678 van 31 Maart 1983, of ingevolge die ooreenstemmende bepalinge van alle wysigings van genoemde Ooreenkomste—moet betaal ten opsigte van homself en 'n werknemer wat met kraamverlof is, terwyl die werknemer met sodanige verlof is en totdat—

(i) die werknemer die bepalinge van hierdie Ooreenkoms verbreek deur te versuim om haar werkgever in kennis te stel van die voorgenome datum van haar terugkeer na haar werk soos bepaal in subklousule 3 (b) hieronder, tensy goeie rede aangevoer word vir versuim in dié verband; of

(ii) die werknemer die bepalinge van hierdie Ooreenkoms verbreek deur te versuim om na haar werk terug te keer op dié datum soos bepaal in subklousule 3 (a) en (b) hieronder, tensy goeie rede aangevoer word vir versuim in dié verband; of

(iii) die werknemer na haar werk terugkeer;

watter ook al eerste gebeur.

(3) By die verstryking van die tydperk van kraamverlof is die werknemer geregtig om werk te hervat in 'n identiese of soortgelyke betrekking, maar een wat nie minder gunstig is nie as die een wat sy bekleed het voordat sy kraamverlof geneem het. Hierdie verpligting wat op die werkgever rus om die werknemer weer in diens te neem is onderworpe daaraan en op voorwaarde dat die werknemer aan die volgende vol-doen het:

(a) Deur 'n kennisgewing in die vorm voorgeskryf in Aan-hangsel "N" van hierdie Ooreenkoms minstens een maand voor die datum waarop sy met kraamverlof gaan, in te vul: Met dien verstande dat hierdie vereiste nie van toepassing is in die geval van 'n werknemer wat vroeër as verwag, as ge-volg van mediese redes, moet ophou werk nie; en

(b) deur haar werkgever minstens vier weke vooraf in ken-nis te stel van die datum waarop sy van plan is om na haar werk terug te keer deur 'n kennisgewing in die vorm voor-geskryf in Aanhangsel 'O' van hierdie Ooreenkoms in te vul of deur enige ander skriftelike kennisgewing, en die vorm of kennisgewing per geregistreerde pos aan die werkgever te stuur of deur die vorm of kennisgewing af te lewer of te laat aflewer aan 'n verantwoordelike beampte van haar werkge-wers en 'n skriftelike erkenning van ontvangs daarvoor te verkry; en

(c) by returning to work and resuming her normal duties on the date stipulated in Annexure 'N' or by showing good cause why it was not possible to return to work on the stipulated date; and

(d) by commencing her maternity leave not earlier than at 22 weeks of pregnancy and returning to work within the six month period or, where the maternity leave period expires during the employer's annual leave period or the return day falls on a public holiday, by returning to work on the first working day after the annual leave period or the public holiday.

(4) Subject to the provisions of this Agreement, no employer shall require or permit any female employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement.

(5) An employer shall be entitled to fill a position which has become vacant due to an employee having gone on maternity leave by employing another person on a fixed term contract until the return of the employee from maternity leave. The fixed term contract shall contain the provisions set out in Annexure 'P' to this Agreement and shall be signed by both the employer and the temporary employee. The latter shall be remunerated at the wage prescribed in this Agreement for the class in which he is employed.

(6) Although the contract of employment of an employee may be terminated if she fails to comply with the provisions of subclause 3 (a), (b), (c) and (d) above, such termination will not in any way whatsoever change the temporary nature of the fixed term contract of employment of any other employee who may have been employed to fill her position."

8. CLAUSE 33: SHOP STEWARDS

Substitute the following for subclause (3) and insert a new subclause (4):

"(3) Shop stewards recognised by an employer shall be entitled to three days paid leave per annum to attend shop steward training courses when such attendance falls within normal working hours, provided an outline of each such training course has been lodged with the employer organisations.

(4) In addition to the leave granted in (3) above, shop stewards recognised by an employer shall be eligible for and have access to further paid leave to attend to trade union duties. The paid leave in terms hereof shall be assessed at three days per annum per shop steward recognised by an employer. At each establishment the additional leave generated in terms of this subclause shall be pooled and shop stewards recognised by an employer shall be entitled to use and allocate the additional leave so pooled to attend to trade union duties in any manner that the trade union deems fit."

9. ANNEXURE G

Substitute Annexure G attached for Annexure G of the Agreement.

Signed at Salt River, on behalf of the parties, this 25th day of October 1990.

N. WATERS,

Chairman of the Council;

W. F. ALEXANDER,

Vice-Chairman of the Council.

J. N. VAUGHAN,

Secretary of the Council.

(c) deur terug te keer na haar werk en haar gewone pligte te hervat op die datum bepaal in Aanhangsel 'N', of deur goeie rede te verstrek waarom dit nie moontlik was om op die bepaalde datum terug te keer nie; en

(d) deur haar kraamverlof nie vroeër nie as op 22 weke swangerskap te begin en terug te keer na haar werk binne die tydperk van ses maande of, indien die kraamverloftydperk gedurende die werkgewer se jaarlikse verloftydperk verstryk, of waar die datum van terugkeer op 'n openbare vakansiedag val, deur na haar werk terug te keer op die eerste werkdag na die jaarlikse verloftydperk of die openbare vakansiedag.

(4) Behoudens die bepalings van hierdie Ooreenkoms, mag geen werkgewer van 'n vroulike werknemer vereis of haar toelaat om te werk gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling in aanvang neem en wat agt weke na die datum van haar bevalling verstryk nie.

(5) 'n Werkgewer is geregtig om 'n pos te vul wat vakant geraak het as gevolg van 'n werknemer wat met kraamverlof is, deur 'n ander persoon in diens te neem op 'n vastetermynktrakgrondslag totdat die werknemer wat met kraamverlof is na haar werk terugkeer. Die vastetermynktrak moet die voorskrifte bevat soos uiteengesit in Aanhangsel 'P' van hierdie Ooreenkoms en moet onderteken word deur die werkgewer en die werknemer wat ingevolge dié vastetermynktrak in diens geneem word. Laasgenoemde moet besoldig word volgens die skaal voorgeskryf in hierdie Ooreenkoms vir die klas werk wat hy verrig.

(6) Ofskoon die dienskontrak van 'n werknemer beëindig kan word indien sy versuim om te voldoen aan die bepalings van subklousule 3 (a), (b), (c) en (d) hierbo, verander sodanige diensbeëindiging geensins die tydelike aard van die dienskontrak van iemand wat in haar plek in diens geneem is nie."

8. KLOUSULE 33: WERKWINKELVERTEENWOORDIGERS

Vervang subklousule (3) deur die volgende en voeg 'n nuwe subklousule (4) in:

"(3) Werkwinkelverteenvoerders wat deur 'n werkgewer erken word, is geregtig om drie dae betaalde verlof per jaar met die doel om opleidingskursusse vir werkwinkelverteenvoerders by te woon waar genoemde bywoning binne gewone werkure val: Met dien verstande dat 'n sinopsus van die opleidingskursusse by die werkgewersorganisasie ingedien is.

(4) Benewens die verlof in 3 hierbo toegestaan, is die werkwinkelverteenvoerders wat deur hul werkgewers erken word geregtig op en het hulle toegang tot addisionele betaalde verlof om aan vakverenigingsverpligtinge te wy. Die betaalde verlof hiervolgens word bereken teen drie dae per jaar per werkwinkelverteenvoerder wat deur die werkgewer erken word. Die addisionele verlof aldus bereken ingevolge hierdie subklousule moet by elke bedryfsinrigting gepool word en die werkwinkelverteenvoerders wat deur hul werkgewers erken word, is geregtig om die gepoolde addisionele verlof te gebruik vir en aan te wend aan vakverenigingsverpligtinge op enige wyse wat die vakvereniging goed ag."

9. AANHANGSEL G

Vervang Aanhangsel G van die Ooreenkoms met die aangehegte Aanhangsel G.

Namens die partye op hede die 25ste dag van Oktober 1990 te Soutrivier onderteken.

N. WATERS,

Voorsitter van die Raad.

W. F. ALEXANDER,

Ondervoorsitter van die Raad.

J. N. VAUGHAN,

Sekretaris van die Raad.

ANNEXURE G

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

RETURN FOR THE MONTH OF

19

To: The Secretary
P.O. Box 142
SALT RIVER
7925
Telephone: 47-2000

Name of Firm.....

Address.....

.....

.....

.....

	Number of employees during week ending					Total	Rate	Employee contribu- tions	Employer contribu- tions	Total across
Housing loan repayments (schedule on reverse side)										=
Voluntary Provident Fund (attach schedule)										=
Industrial Council levies						X			+	=
Sick Fund contributions up to R						X			+	=
Sick Fund contributions R and over						X			+	=
Provident Fund contribu- tions						X			+	=
CITB Training Fund contri- butions						X				=

MATERNITY LEAVE (Only if employed more than two years with firm)

Sick Fund contributions up to R						X			=
Sick Fund contributions R and over						X			=
Provident Fund contribu- tions						X			=

We enclose our cheque for **total** of employer and employee contributions:

THIS FORM MUST BE RETURNED TO THE COUNCIL NOT LATER THAN THE 14TH OF EACH MONTH

AANHANGSEL G

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

OPGAWE VIR DIE MAAND

19

Aan: Die Sekretaris
Posbus 142
SOUTRIVIER
7925
Telefoon: 47-2000

Naam van Firma

Adres

.....

.....

.....

	Getal werknemers gedurende week eindigende					Totaal	Skaal	Werknemer- bydraes	Werkgewer- bydraes	Totaal
Huisleningterugbetalings (lys op trukant)										=
Vrywillige Voorsorgfonds- bydraes (heg lys aan)										=
Nywerheidsraadheffings						x			+	=
Siekefondsbydraes Lone tot en met R						x			+	=
Siekefondsbydraes Lone vanaf R en meer						x			+	=
Voorsorgfondsbydraes						x			+	=
ORKN-opleidingsfonds- bydraes						x				=

KRAAMVERLOF (Slegs in geval van aaneenlopende diens van meer as twee jaar)

Siekefondsbydraes Lone tot en met R						x				=
Siekefondsbydraes Lone vanaf R en meer						x				=
Voorsorgfondsbydraes						x				=

Ons sluit hierby ons tjek in vir die **totale** bedrag van werkgewer- en werknemerbydraes:

HIERDIE VORM MOET AAN DIE RAAD TERUGBESORG WORD VOOR OF OP DIE 14DE VAN ELKE MAAND

[illegible]

No. R. 1237

30 May 1991

MANPOWER TRAINING ACT, 1981

MOTOR INDUSTRY TRAINING BOARD: AMENDMENT OF CONDITIONS OF APPRENTICESHIP

I, Eli van der Merwe Louw, Minister of Manpower, acting in terms of section 13 of the Manpower Training Act, 1981, hereby—

(a) amend, with effect from the second Monday after the date of publication of this notice, Government Notice No. R. 1461 of 16 July 1982, as amended by Government Notices Nos. R. 252 of 11 February 1983, R. 1696 of 10 August 1984, R. 730 of 4 April 1985, R. 1271 of 12 June 1987, R. 2528 of 15 December 1988 and R. 2520 of 17 November 1989, by the substitution for clause 3 of the Conditions of Apprenticeship of the following:

"3. Wages

(1) An employer shall remunerate an apprentice weekly at not less than the rates specified below:

(a) in three-year trades:

	R
First year.....	189,00
Second year	234,00
Third year	288,00

(b) in four-year trades:

First year.....	189,00
Second year	207,00
Third year	234,00
Fourth year	288,00

Provided that an apprentice whose period of apprenticeship has been extended in terms of clause 8 (2) (c) shall, with effect from the day following the date of termination of his third or fourth year of apprenticeship, as the case may be, be paid not less than R288,00 per week.

(2) If an employer and a prospective major apprentice agree, before entering into a contract of apprenticeship, upon a higher rate of remuneration than that prescribed in this clause then such higher rate shall be incorporated in the contract and shall be paid to the apprentice.

(3) An employer shall increase the remuneration prescribed in subclause (1) in respect of every apprentice who possesses or obtains any of the educational qualifications scheduled below, or equivalents, by an amount not less than that indicated in the following Schedule.

The amounts so payable shall not be cumulative but shall be payable in respect of only one, i.e. the highest, certificate or diploma obtained. Any amount to which an apprentice is entitled in terms of this subclause shall, if the certificate or diploma is obtained during his apprenticeship, be payable as from the date of issue thereof: Provided that no employer shall be required to increase the wage of an apprentice in terms of this

No. R. 1237

30 Mei 1991

WET OP MANNEKRAGOPLEIDING, 1981

MOTORNYWERHEID-OPLEIDINGSRAAD: WYSIGING VAN LEERVOORWAARDES

Ek, Eli van der Merwe Louw, Minister van Mannekrag, handelende kragtens artikel 13 van die Wet op Mannekragopleiding, 1981 —

(a) wysig hierby met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, Goewermentskennisgewing No. R. 1461 van 16 Julie 1982, soos gewysig by Goewermentskennisgewings Nos. R. 252 van 11 Februarie 1983, R. 1696 van 10 Augustus 1984, R. 730 van 4 April 1985, R. 1271 van 12 Junie 1987, R. 2528 van 15 Desember 1988 en R. 2520 van 17 November 1989, deur klousule 3 van die Leervooraardes deur die volgende te vervang:

"3. Lone

(1) 'n Werkgewer moet 'n vakleerling weekliks besoldig teen minstens die skale hieronder uiteengesit:

(a) in driejaarambagte

	R
Eerstejaar	189,00
Tweedejaar.....	234,00
Derdejaar.....	288,00

(b) in vierjaarambagte

Eerstejaar	189,00
Tweedejaar.....	207,00
Derdejaar.....	234,00
Vierdejaar	288,00

Met dien verstande dat 'n vakleerling wie se leertyd ingevolge klousule 8 (2) (c) verleng is, met ingang van die dag na die datum waarop die derde of vierde jaar van sy leertyd, na gelang van die geval, verstryk het, minstens R288,00 per week betaal moet word.

(2) Indien 'n werkgewer met 'n voornemende meerderjarige vakleerling, voordat hulle 'n kontrak aangaan, ooreenkom dat 'n loon teen 'n hoër skaal betaal word as die loon wat by hierdie klousule voorgeskryf word, moet sodanige hoër loon in die kontrak gemeld en aan die vakleerling betaal word.

(3) 'n Werkgewer moet die besoldiging voorgeskryf by subklousule (1), ten opsigte van elke vakleerling wat enige van die opvoedkundige kwalifikasies in die Bylae hieronder vermeld, of gelykwaardige kwalifikasies, besit of verwerf, verhoog met minstens die bedrag in die Bylae hieronder aangegee.

Die bedrae aldus betaalbaar, is nie kumulatief nie maar is betaalbaar ten opsigte van slegs een, te wete die hoogste, sertifikaat of diploma wat verwerf is. Enige bedrag waarop 'n vakleerling ingevolge hierdie subklousule geregtig is, moet, indien die sertifikaat of diploma gedurende sy leertyd verwerf word, betaal word vanaf die datum van uitreiking daarvan: Met dien verstande dat daar van geen werkgewer vereis word nie om 'n vakleerling se loon ingevolge hierdie subklousule, plus die loon by subklousule (1) voorgeskryf, te verhoog tot 'n bedrag hoër as die loon wat aan 'n

subclause, plus the wage prescribed in subclause (1), to an amount in excess of the wage payable to a journeyman in terms of an industrial council agreement for the Motor Industry applicable to the relative trade and area: Provided further that nothing in this subclause shall operate to reduce the amount which an employer was required to pay an apprentice in respect of educational qualifications prior to the date of coming into operation of the Conditions of Apprenticeship.

SCHEDULE

Educational qualifications obtained prior to or during apprenticeship	Per week
Group I	
(i) National Technical Certificate, Part I (N1), with the relevant trade theory	R11,50
(ii) Standard 9 Certificate (non-technical field of study) with Mathematics	
(iii) Standard 10, Senior or Matriculation Certificate (non-technical field of study) without Mathematics	
(iv) A pass in the relevant trade theory at National Technical Certificate, Part II (N2), level	
Group II	
(i) Standard 10, Senior or Matriculation Certificate (non-technical field of study) with Mathematics	R14,50
(ii) Standard 8 Certificate (technical field of study) with Workshop Practice	
Group III	
(i) Standard 9 Certificate (technical field of study) without Workshop Practice	R17,00
(ii) National Technical Certificate, Part II (N2), with the relevant trade theory	
(iii) National Technical Certificate, Part III (N3), without the relevant trade theory	
Group IV	
(i) Standard 9 Certificate (technical field of study) with Workshop Practice	R20,00
(ii) Standard 10, Senior or Matriculation Certificate (technical field of study) without Workshop Practice	
(iii) Matriculation Certificate with university concession, with Natural Sciences (Physics and Chemistry) or Mathematics	
(iv) National Technical Certificate, Part III (N3), with the relevant trade theory at N2 level	
(v) Four subjects at T1 level	
Group V	
(i) Standard 10, Senior or Matriculation Certificate (technical field of study) with Workshop Practice	R22,00
(ii) National Technical Certificate, Part IV (N4)	
(iii) Four subjects at T2 level	
Group VI	
(i) National Technical Certificate, Part V (N5)	R25,00
(ii) Four subjects on T3 level	
Group VII	
(i) National Diploma (in Engineering)	R28,00
(ii) National Technical Certificate, Part VI (N6)	
(iii) National Certificate for Technicians	
Group VIII	
(i) National Diploma for Technicians	R30,00
(ii) National Higher Diploma (in Engineering)	
(iii) National Technical Diploma	
(iv) National Higher Certificate for Technicians	

(b) determine that the Conditions of Apprenticeship set out in paragraph (a) above shall, with effect from the second Monday after the date of publication of this notice, also apply to apprentices who are employed in any trade which is or was a designated trade in the Industry and area for which the Committee was established."

E. VAN DER M. LOUW,
Minister of Manpower

vakman betaalbaar is ingevolge 'n nywerheidsraadooreenkoms vir die Motornywerheid wat op die betrokke ambag en gebied van toepassing is: Met dien verstande voorts dat niks in hierdie subklousule vervat, die uitwerking mag hê dat die bedrag wat 'n werkgewer voor die datum van inwerkingtreding van hierdie Leervooraardes aan 'n vakleerling ten opsigte van opvoedkundige kwalifikasies moes betaal, verlaag word nie.

BYLAE

Opvoedkundige kwalifikasies verwerf voor of gedurende vakleerlingskap	Per week
Groep I	
(i) Nasionale Tegniese Sertifikaat, Deel I (N1), met die betrokke ambagsteorie	R11,50
(ii) Standerd 9-sertifikaat (nie-tegniese studierigting) met Wiskunde	
(iii) Standerd 10-, Senior- of Matrikulasiesertifikaat (nie-tegniese studierigting) sonder Wiskunde	
(iv) Geslaag in die betrokke ambagsteorie op die peil van die Nasionale Tegniese Sertifikaat, Deel II (N2)	
Groep II	
(i) Standerd 10-, Senior- of Matrikulasiesertifikaat (nie-tegniese studierigting) met Wiskunde	R14,50
(ii) Standerd 8-sertifikaat (tegniese studierigting) met Werkwinkelpraktik	
Groep III	
(i) Standerd 9-sertifikaat (tegniese studierigting) sonder Werkwinkelpraktik	R17,00
(ii) Nasionale Tegniese Sertifikaat, Deel II (N2), met die betrokke ambagsteorie	
(iii) Nasionale Tegniese Sertifikaat, Deel III (N3) sonder die betrokke ambagsteorie	
Groep IV	
(i) Standerd 9-sertifikaat (tegniese studierigting) met Werkwinkelpraktik	R20,00
(ii) Standerd 10-, Senior- of Matrikulasiesertifikaat (tegniese studierigting) sonder Werkwinkelpraktik	
(iii) Matrikulasiesertifikaat, met universiteitstoelating, met Natuurwetenskappe (Natuur- en Skeikunde) of Wiskunde	
(iv) Nasionale Tegniese Sertifikaat, Deel III (N3), met die betrokke ambagsteorie op N2-peil	
(v) Vier vakke op T1-peil	
Groep V	
(i) Standerd 10-, Senior- of Matrikulasiesertifikaat (tegniese studierigting) met Werkwinkelpraktik	R22,00
(ii) Nasionale Tegniese Sertifikaat, Deel IV (N4)	
(iii) Vier vakke op T2-peil	
Groep VI	
(i) Nasionale Tegniese Sertifikaat, Deel V (N5)	R25,00
(ii) Vier vakke op T3-peil	
Groep VII	
(i) Nasionale Diploma (in Ingenieurswese)	R28,00
(ii) Nasionale Tegniese Sertifikaat, Deel VI (N6)	
(iii) Nasionale Sertifikaat vir Tegnici	
Groep VIII	
(i) Nasionale Diploma vir Tegnici	R30,00
(ii) Nasionale Hoër Diploma (in Ingenieurswese)	
(iii) Nasionale Tegniese Diploma	
(iv) Nasionale Hoër Sertifikaat vir Tegnici	

(b) bepaal hierby dat die Leervooraardes in paragraaf (a) hierbo uiteengesit, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing ook van toepassing is op vakleerlinge wat in diens is in enige ambag wat 'n aangewese ambag is of was in die Nywerheid en gebied waarvoor die Komitee ingestel is."

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

No. R. 1242

30 May 1991

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY: DEDUCTION OF TRADE UNION SUBSCRIPTIONS AGREEMENT

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

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

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (b) and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1992, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

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

SCHEDULE

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

DEDUCTION OF TRADE UNION SUBSCRIPTIONS AGREEMENT

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association (South Africa)
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association of South Africa
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Ferro Alloy Producers' Association
Fire Protection Industries Association of South Africa

No. R. 1242

30 Mei 1991

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID: AFTREKKING VAN VAKVERENIGINGLEDEGELDOORENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1992 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms 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 genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1992 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

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

BYLAE

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

AFTREKKING VAN VAKVERENIGINGLEDEGELDOORENKOMS

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

Association of Electric 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 (South Africa)
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)
Ferro Alloy Producers' Association
Fire Protection Industries Association of South Africa

Gate and Fence Association
 Hand Tool Manufacturers' Association
 Heavy Engineering Manufacturers' Association
 Iron and Steel Producers' Association of South Africa
 Lift Engineering Association of South Africa
 Light Engineering Industries Association of South Africa
 Materials Handling Association
 Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural Machinery Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. 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 and Actuator Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Metal and Electrical Workers' Union of S.A.
 Mine Workers' Union
 National Union of Metalworkers of S.A.
 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. Yster-, Staal- en Verwante Nywerhede-Unie
 Steel, Engineering and Allied Workers' Union of S.A.

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

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

Gate and Fence Association
 Hand Tool Manufacturers' Association
 Heavy Engineering Manufacturers' Association
 Iron and Steel Producers' Association of South Africa
 Lift Engineering Association of South Africa
 Light Engineering Industries Association of South Africa
 Materials Handling Association
 Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural Machinery Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. 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 and Actuator Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Metal and Electrical Workers' Union of S.A.
 Mine Workers' Union
 National Union of Metalworkers of S.A.
 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. Yster-, Staal- en Verwante Nywerhede-Unie
 Steel, Engineering and Allied Workers' Union of S.A.

(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.

PART I GENERAL

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed —
- (a) throughout the Republic of South Africa; and
- (b) by all the employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions respectively.
- (2) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall not apply to —
- (a) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or method specifically adapted and/or designed for production by repetitive processes, in the Magisterial District of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;
- (b) 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 the Agreement published under Government Notice No. R. 1329 of 27 June 1980, in the Provinces of the Cape of Good Hope and the Orange Free State;
- (c) 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;
- (d) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;
- (e) 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;
- (f) 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;
- (g) 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;
- (h) the installation and/or repair and/or servicing of radios and/or refrigerators and/or domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;
- (i) (i) the manufacture by mass production methods from sheetmetal of a gauge not heavier than 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" shall mean a container;

DEEL I ALGEMEEN

1. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms moet nagekom word —
- (a) oral in die Republiek van Suid-Afrika; en
- (b) deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede wat lede is van onderskeidelik die werkgewersorganisasies en die vakverenigings.
- (2) Ondanks subklousule (1), is hierdie Ooreenkoms nie van toepassing nie op —
- (a) die vervaardiging, vir verkoop, van standaardsnel-snygereedskap gemaak van sneldraaistaal deur middel van masjinerie en/of uitrusting en/of metodes wat spesiaal aangepas en/of ontwerp is vir produksie deur herhalingsprosesse, in die landdrostdistrikte Johannesburg, Boksburg, Vereeniging en Pietermaritzburg;
- (b) die installering, onderhoud en herstel van elektriese uitrusting soos bedoel in paragraaf (b) van die omskrywing "Elektrotegniese Ingenieursnywerheid" in klousule 3 van Deel I van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1329 van 27 Junie 1980, in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
- (c) die monteer, versiening, installering, onderhoud en/of herstel van toestelle, uitrusting, masjiene, werktuie en apparaat, hetsy dit van hand-, fotografiese, meganiese, elektriese elektrostatische of elektroniese beginsels of 'n kombinasie van sodanige beginsels gebruik maak, wat in die eerste plek bedoel is vir gebruik by rekeningkunde- en/of sake- en/of berekenings- en/of kantoor- en/of opvoedkundige prosedures;
- (d) die Vervaardigingsnywerheid vir Hortjiesblindes en Verwante Produkte in die provinsie Transvaal;
- (e) die installering en/of herstel van dief- en/of ander soortgelyke alarmstelsels in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
- (f) die Slotmakerybedryf in die landdrostdistrikte Benoni, Boksburg, Die Kaap, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort en Springs;
- (g) die produksie, vir verkoop, van sweiselektrodes deur middel van masjinerie en/of uitrusting en/of metodes wat spesiaal aangepas en/of ontwerp is vir produksie deur herhalingsprosesse, in die landdrostdistrikte Brits, Germiston, Kempton Park en Pretoria;
- (h) die installering en/of herstel en/of versiening van radio's en/of koelkaste en/of huishoudelike elektriese toestelle in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;
- (i) (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 vertoontablette;
- (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 houer;

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

(j) the manufacture from tinplate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kits, 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 in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder; 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 that Act or any conditions fixed thereunder.

2. PERIOD OF OPERATION OF THE AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force for a period of five years or for such period as the Minister may determine.

3. DEFINITIONS

Any expression used in this Agreement which is defined in the Act shall have the same meaning as in that Act. Any reference to an Act shall include any amendment to such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means Labour Relations Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship recognised by the Council, or a contract of apprenticeship registered under the Manpower Training Act, 1981;

"Council" means the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry;

"employee", subject to section 1 (3) of the Act, means any person employed or engaged in the Iron, Steel, Engineering and Metallurgical Industries whose wages are scheduled in the Agreements listed in (a) and (b) below, and shall include apprentices, trainees and watchmen, irrespective of their wage rates, and persons engaged in operative processes whose wage rates may not be scheduled in the Agreements listed in (a) and (b) below, and "employed" and "employment" shall have corresponding meanings:

(a) Main Agreement published under Government Notice No. R. 1329 of 27 June 1980, including any succeeding Main Agreement;

(b) ISPA Sub-Group Agreement published under Government Notice No. R. 1319 of 2 August 1974, including any succeeding ISPA Sub-Group Agreement;

"establishment" means any premises wherein or whereon the Industries, or part thereof, as herein defined, are carried on; subject to any Demarcation Determinations made in terms of section 76 of the Labour Relations Act, 1956, as obtainable from the Council or the Department of Manpower on Application:

"Iron, Steel, Engineering and Metallurgical Industries" means:

(a) The production of iron and/or steel in the Province of the Transvaal and the Magisterial Districts of Newcastle, Durban, Camperdown and Kuils River;

[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 doppie of ander soort prop toegemaak kan word.];

(j) 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 vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens vasgestel nie; en

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag vir 'n tydperk van vyf jaar of vir dié tydperk wat die Minister bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet. Waar daar van 'n Wet melding gemaak word, omvat dit alle wysigings van sodanige Wet, en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vroue in; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"vakleerling" 'n werknemer in diens ooreenkomstig 'n skriftelike leerkontrak wat deur die Raad erken word of 'n leerkontrak geregistreer ingevolge die Wet op Mannekragopleiding, 1981;

"Raad" die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid;

"werknemer" behoudens artikel 1 (3) van die Wet, iemand in diens in of betrokke by die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede, vir wie lone gelys word in die Ooreenkomste wat in (a) en (b) hieronder genoem word en sluit dit in vakleerlinge, kwekelinge en wagte, ongeag hul loonskale, en persone wat operatiewe prosesse verrig wie se lone moontlik nie gelys is in die Ooreenkomste in (a) en (b) hieronder genoem nie; en het "in diens" en "diens" ooreenstemmende betekenisse:

(a) Hoofooreenkoms, gepubliseer by Goewermentskennisgewing No. R. 1329 van 27 Junie 1980, insluitende alle daaropvolgende Hoofooreenkomste;

(b) ISPA-subgroeпоoreenkoms gepubliseer by Goewermentskennisgewing No. R. 1319 van 2 Augustus 1974, insluitende alle daaropvolgende ISPA-subgroeпоoreenkomste;

"bedryfsinrigting" 'n perseel waarin of waarop die Nywerhede, of gedeeltes daarvan, soos hierin omskryf, uitgeoefen word; onderworpe aan die Afbakeningsvasstellings gemaak kragtens artikel 76 van die Wet op Arbeidsverhoudinge, 1956, soos op aansoek verkrygbaar van die Raad of die Departement van Mannekrag;

"Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede" beteken:

(a) die produksie van yster en/of staal in die provinsie Transvaal en die landdrosdistrikte Newcastle, Durban, Camperdown en Kuilsrivier;

(b) the production of alloys and/or the processing and/or recovery and/or refining of metals (other than precious metals) and/or alloys from dross and/or scrap and/or residues in the Republic of South Africa;

(c) the General Engineering and Manufacturing Engineering and Metallurgical Industries in the Republic of South Africa;

(d) the building and/or alteration and/or repair of boats and/or ships, including the scraping, chipping or scaling and/or painting of their hulls, and general woodwork undertaken in connection with ship repairs in the Republic of South Africa;

(e) the Electrical Engineering Industry as hereinafter defined;

(f) the Lift and Escalator Industry in the Republic of South Africa;

(g) the Plastics Industry in the Republic of South Africa.

For the purposes of the above—

(a) "General Engineering and Manufacturing Engineering and Metallurgical Industries" means the Industries concerned with the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than a precious metal) or parts or components thereof and structural metal work, including steel reinforcement work, and the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys and the finishing of metal goods, but does not include the Motor Industry;

"precious metals" means the precious metals, gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals or any of these in such proportion with any other metals as to be the greater part in value of such alloy;

(b) "Electrical Engineering Industry" means—

(i) the manufacture and/or assembly from component parts of electrical equipment in the Republic of South Africa, namely, generators, motors, convertors, switch and control gear (including relays, contractors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling equipment, radio or electronic equipment and other equipment utilising the principles used in the operation of radio and electronic equipment, incandescent lamps and electric cables and domestic electrical appliances, and shall further include the manufacture of component parts of the aforementioned equipment;

(ii) the installation, maintenance and repair of the equipment referred to in (i) above in the Province of the Transvaal but does not include the Electrical Contracting Industry;

(c) "Electrical Contracting Industry" means the design, preparation (other than manufacture for sale) and erection of electrical installations forming an integral and permanent part of buildings and the repair and/or maintenance of such installations, including any cable jointing and electrical wiring associated therewith;

(d) "Lift and Escalator Industry" means the manufacture and/or assembly and/or installation and/or repair of electrical lifts and escalators;

(e) "Plastics Industry" means the manufacture of articles or parts of articles wholly or mainly from plastics, but does not include the manufacture of the following articles made from plastic sheeting material, namely wearing apparel, bags and handbags, boots, shoes, overshoes, upholstery coverings and plastic venetian blinds;

(b) die produksie van legerings en/of die verwerking en/of herwinning en/of raffinering van metale (uitgesonderd edel-metale) en/of legerings uit metaalskuim en/of afval en/of residu's in die Republiek van Suid-Afrika;

(c) algemene Ingenieurswerk en Ingenieursvervaardigings- en Metallurgiese Nywerhede in die Republiek van Suid-Afrika;

(d) die bou en/of verandering en/of herstel van bote en/of skepe, met inbegrip van die afskraap, bik of afklop en/of verf van die rompe, en algemene houtwerk wat in verband met skeepsherstelwerk onderneem word in die Republiek van Suid-Afrika;

(e) die Elektrotegniese Ingenieursnywerheid soos hierin omskryf;

(f) die Hyser- en Roltrapnywerheid in die Republiek van Suid-Afrika;

(g) die Plastieknywerheid in die Republiek van Suid-Afrika.

Vir die doeleindes van bostaande beteken—

(a) "Algemene Ingenieurswerk en Ingenieursvervaardigings- en Metallurgiese Nywerhede" die nywerhede wat te doen het met die onderhoud, vervaardiging, oprigting of montering, bou, verandering, vervanging of herstel van enige masjien, voertuig (uitgesonderd 'n motorvoertuig) of artikel wat hoofsaaklik uit metaal bestaan (uitgesonderd edelmetaal) of dele of samestellende dele daarvan en boumetaalwerk, met inbegrip van staalwapeningswerk, en die vervaardiging van metaalgoedere hoofsaaklik uit sodanige yster en/of staal en/of ander metale (uitgesonderd edelmetale) en/of legerings en die afwerking van metaalgoedere, maar omvat dit nie die Motornywerheid nie;

"edelmetale" die edelmetale goud, silwer, platinum en/of palladium en/of 'n legering wat genoemde edelmetale of enigeen daarvan in so 'n verhouding tot ander metale bevat dat dit die grootste deel van die waarde van daardie legering uitmaak;

(b) "Elektrotegniese Ingenieursnywerheid"—

(i) die vervaardiging en/of montering uit samestellende dele van elektriese uitrusting in die Republiek van Suid-Afrika, naamlik generators, motors, konvertors, skakel- en kontrole-uitrusting (met inbegrip van relés, kontakters, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligtings-, verhittings-, kook-, bevroerings- en verkoelingsuitrusting, transformators, oonduitrusting, seinuitrusting, radio- en elektroniese uitrusting, en ander uitrusting wat die beginsels toepas wat gebruik word by die bediening van radio- en elektroniese uitrusting, gloeilampe en elektriese kables en huishoudelike elektriese toestelle en omvat dit ook die vervaardiging van samestellende dele van bogenoemde uitrusting;

(ii) die installering, onderhoud en herstel, in die provinsie Transvaal, van die uitrusting in (i) hierbo bedoel, maar omvat dit nie ook die Elektrotegniese Aannemingsnywerheid nie;

(c) "Elektrotegniese Aannemingsnywerheid" die ontwerp, voorbereiding (uitgesonderd die vervaardiging vir verkoop) en oprigting van elektriese installasies wat 'n integrerende en permanente deel van geboue uitmaak, en die herstel en/of onderhoud van sodanige installasies, met inbegrip van die kabellaswerk en elektriese bedrading wat daarmee in verband staan;

(d) "Hyser- en Roltrapnywerheid" die vervaardiging en/of montering en/of installering en/of herstel van elektriese hysers en roltrappe;

(e) "Plastieknywerheid" die vervaardiging van artikels of gedeeltes van artikels in hul geheel of hoofsaaklik uit plastiek, maar omvat dit nie ook die vervaardiging van die volgende artikels wat van plastiekdoekstof gemaak word nie, naamlik klerasie, sakke en handsakke, stewels, skoene, oorskoene, stoffeeroortreksels en plastiek-hortjiesblindings;

(f) "plastics" means any one of the group of materials which consists of or contains as an essential ingredient an organic substance of a large molecular weight and which, while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shapes, by flow, usually through the application, singly or together, of heat and pressure;

(g) "machine" means any appliance, irrespective of the material of which it is made, but does not include an agricultural tractor;

(h) "metal goods" does not include agricultural tractors;

(i) "Motor Industry" means (subject to the provisions of any Demarcation Determinations made in terms of section 76 of the Labour Relations Act, 1956) —

(a) assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with —

(i) chasses and/or the bodies of motor vehicles;

(ii) internal combustion engines and transmission components of motor vehicles;

(iii) the electrical equipment connected with motor vehicles, including radios;

(b) automotive engineering;

(c) repairing, vulcanising and/or retreading tyres;

(d) repairing, servicing and reconditioning batteries for motor vehicles;

(e) the business of parking and/or storing motor vehicles;

(f) the business conducted by filling and/or service stations;

(g) the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts and/or spares and/or accessories (whether new or used) pertaining thereto, whether or not such sale is conducted from premises which are attached to a part of an establishment wherein is constructed the assembly of or repairs to motor vehicles;

(h) the business of motor graveyards;

(i) the business of assembly establishments;

(j) the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components thereof;

(k) vehicle body building.

For the purpose of this definition —

"automotive engineering" means the reconditioning of internal combustion engines or parts thereof for use in motor vehicles in establishments mainly or exclusively so engaged, whether such establishment is engaged in the dismantling and repair of motor vehicles or not;

"motor vehicle" means any wheeled conveyance propelled by electrical or mechanical power (other than steam) and designed for haulage and/or for the transportation of persons and/or goods and/or loads, including trailers and caravans, but shall not include any equipment designed to run on fixed tracks, trailers designed to transport loads of 20 tons or over, or aircraft;

"vehicle body building" means any or all of the following activities carried on in a vehicle body building establishment:

(f) "plastiek" enigene van die groep stowwe wat, as 'n essensiële bestanddeel, 'n organiese stof met 'n groot molekulêre massa bevat of daaruit bestaan, en wat, hoewel dit in die afgewerkte vorm solied is, in die een of ander stadium van die vervaardiging daarvan geforseer is of geforseer kan word, d.w.s. deur vloeï in verskillende vorms gegiet, gekalandeër, uitgestoot of gevorm kan word, gewoonlik deur die aanwending van slegs hitte en slegs druk of van albei saam;

(g) "masjien" 'n toestel, ongeag die materiaal waarvan dit gemaak is, maar omvat dit nie ook landboutrekkers nie;

(h) "metaalgoedere" nie ook landboutrekkers nie;

(i) "Motornywerheid" (behoudens Afbakeningsvasstellings gemaak kragtens artikel 76 van die Wet op Arbeidsverhoudinge, 1956) —

(a) montering, oprigting, toets, hervervaardiging, herstel, verstel, nasien, bedrading, stoffering, bespuiting, verf en/of vernuwing uitgevoer in verband met —

(i) die onderstelle en/of die bakke van motorvoertuie;

(ii) binnebrandenjins en transmissie-onderdele van motorvoertuie;

(iii) die elektriese uitrusting in verband met motorvoertuie, met inbegrip van radio's;

(b) motoringenieurswerk;

(c) die herstel, vulkanisering en/of versoling van buitebande;

(d) die herstel, versiening en vernuwing van batterye vir motorvoertuie;

(e) die besigheid gedryf deur motorvoertuigparkeer- en opbergingsondernemings;

(f) die besigheid gedryf deur vul- en/of diensstasies;

(g) die besigheid wat hoofsaaklik of uitsluitlik gedryf word vir die verkoop van motorvoertuie of motorvoertuigonderdele en/of -reserwedele en/of -bybehore (hetsy nuut of gebruik) wat daarby hoort, afgesien daarvan of sodanige verkoop geskied vanuit persele wat verbonde is aan 'n gedeelte van 'n bedryfsinrigting waarin die montering van of herstelwerk aan motorvoertuie uitgevoer word of nie;

(h) die besigheid gedryf deur motorslopingsonderne- mings;

(i) die besigheid gedryf deur monteereinrigtings;

(j) die besigheid gedryf deur vervaardigingsinrigtings waar- in motorvoertuigonderdele en/of -reserwedele en/of -bybe- hore en/of samestellende dele daarvan vervaardig word;

(k) die bou van voertuigbakke.

Vir die toepassing van hierdie woordomskrywing beteken —

"motoringenieurswerk" die vernuwing van binnebranden- jins of onderdele daarvan vir gebruik in motorvoertuie, en wel in bedryfsinrigtings wat hoofsaaklik of uitsluitlik aldus werk- saam is, afgesien daarvan of sodanige bedryfsinrigting hom besig hou met die uitmekaarhaal van en herstelwerk aan motorvoertuie of nie;

"motorvoertuig" 'n voertuig op wiele wat deur elektriese of meganiese krag (uitgesonderd stoom) aangedryf word en wat ontwerp is vir trekdoeleindes en/of die vervoer van per- sone en/of goedere en/of vragte, en omvat dit ook sleep- waens en woonwaens maar nie uitrusting wat bedoel is om op vaste spore te loop nie en ook nie sleepwaens wat bedoel is om vragte van 20 ton of meer te vervoer nie en ook nie vliegtuie nie;

"voertuigbakbou" enigene van of al ondergenoemde werksaamhede wat in 'n bedryfsinrigting vir die bou van voer- tuigbakke uitgevoer word;

(a) The construction, repair or renovation of cabs and/or bodies and/or any superstructures, for any type of vehicle;

(b) the manufacture and/or repair of components parts for cabs and/or bodies and/or any superstructure and the assembling, adjusting and installation of parts in cabs, bodies or on the superstructure of vehicles;

(c) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;

(d) coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;

(e) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or superstructures;

(f) building of trailers, but not including the manufacture of wheels or axles therefor;

(g) all operations incidental to or consequent upon the activities referred to in paragraphs (a), (b), (c), (d), (e) and (f).

For the purposes of this definition, "vehicle" does not include an aircraft, and "Motor Industry" as defined above shall not include the following:

(i) The manufacture of motor vehicle parts and/or accessories and/or spares, and/or components in establishments laid out for and normally producing metal and/or plastic goods of a different character on a substantial scale;

(ii) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors, except where carried on in establishments rendering similar service in respect of motor cars, motor lorries or motor trucks;

(iii) the manufacture and/or maintenance and/or repair of—

(aa) civil and mechanical engineering equipment and/or parts thereof; whether or not mounted on wheels;

(ab) agricultural equipment or parts thereof; or

(ac) equipment designed for use in factories and/or workshops;

Provided that for the purposes of (aa), (ab) and (ac) above, "equipment" shall not be taken to mean motor cars, motor lorries and/or motor trucks;

(ad) motor vehicles or other vehicle bodies and/or superstructures and/or parts or components thereof made of steel plate of 3,175 mm thickness or thicker, when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale;

"Locksmithing Trade" means the Trade in which employers and employees are associated for the opening and closing of locks for others by means other than with keys normally used the repair, replacement, rebuilding or adjustment of locks and their mechanical parts, the manufacture, by non-repetitive methods, of parts designed for use in locks and the cutting of keys, but excluding the manufacture of locks and keys;

"Region A" means the Magisterial Districts of Beaufort West, Bellville, Bonnievale, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Grabouw, Heidelberg (C.P.), Hermanus, Hopefield, Knysna, Kuil's River, Ladismith (C.P.), Laingsburg, Malmesbury, Motagu, Mossel Bay, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vrededal, Wellington, Williston, Worcester and Wynberg and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012, or Room 507, Pearl Assurance House, Heerengracht, Foreshore, Cape Town, 8001;

(a) Die bou, herstel of vernouwing van kajuite en/of bakke en/of alle tipes bobou vir alle soorte voertuie;

(b) die vervaardiging en/of -herstel van komponente vir kajuite en/of bakke en/of enige bobou en die montering, regstelling en installering van onderdele in kajuite, bakke of op die bobou van voertuie;

(c) die vassit van kajuite en/of bakke en/of enige soort bobou aan die onderstel van enige tipe voertuig;

(d) die bedekking en/of versiering van kajuite en/of bakke en/of enige soort boubou met 'n preserveermiddel of 'n versierstof;

(e) die uitrus, stoffeer en afwerk van die binnewerk van kajuite en/of bakke en/of boboue;

(f) die bou van sleepwaens, maar uitgesonderd die vervaardiging van wiele of asse daarvoor;

(g) al die werksaamhede wat hoort by of wat voortvloei uit die werksaamhede in paragrawe (a), (b), (c), (d), (e) and (f) bedoel.

Vir die toepassing van hierdie woordskrywing omvat "voertuig" nie 'n vliegtuig nie, en omvat "Motornywerheid", soos hierbo omskryf, nie ook onderstaande nie:

(i) Die vervaardiging van motorvoertuigonderdele en/of -bybehore en/of -reserwedele en/of -komponente in bedryfsinrigtings wat beplan is vir die vervaardiging van metaal-en/of plastiekgoedere van 'n ander aard en wat sodanige goedere gewoonlik op 'n aansienlike skaal produseer;

(ii) die montering, oprigting, toets, herstel, regstel, opknep, bedrading, bespuiting, verf en/of vernouwing van landboutrekkers, behalwe waar dit gedoen word in bedryfsinrigtings wat dergelike dienste lewer ten opsigte van motorkarre, vragmotors en motortrokke;

(iii) die vervaardiging en/of onderhoud en/of herstel van—

(aa) die uitrusting van siviele en werktuigkundige ingenieurs en/of onderdele daarvan, afgesien daarvan of dit op wiele gemonteer is of nie;

(ab) landbou-uitrusting of onderdele daarvan; of

(ac) uitrusting bedoel vir gebruik in fabriek en/of werkwinkels;

Met dien verstande dat, vir die toepassing van (aa), (ab) en (ac) hierbo, "uitrusting" nie geag word motorkarre, vragmotors en/of motortrokke te beteken nie;

(ad) motorvoertuig- of ander voertuigbakke en/of boboue en/of onderdele of komponente daarvan gemaak van staalplaat, 3,175 mm dik of dikker wanneer dit uitgevoer word in bedryfsinrigtings wat beplan is vir die vervaardiging en/of onderhoud en/of herstel van die uitrusting van siviele en/of werktuigkundige ingenieurs op 'n aansienlike skaal en wat gewoonlik sodanige werksaamhede verrig;

"Slotmakerybedryf" die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die oop- en toemaak van slotte vir ander persone op ander maniere as met die sleutels wat gewoonlik gebruik word, vir die herstel, vervanging, herbou of regstel van slotte en hul meganiese onderdele, die vervaardiging, deur nie-herhaalmetodes, van onderdele wat ontwerp is vir gebruik in slotte en die sny van sleutels, maar uitgesonderd die vervaardiging van slotte en sleutels;

"Streek A" die landdrosdistrikte Beaufort-Wes, Bellville, Bonnievale, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Die Kaap, Fraserburg, George, Goodwood, Grabouw, Heidelberg (K.P.), Hermanus, Hopefield, Knysna, Kuilsrivier, Ladismith (K.P.), Laingsburg, Malmesbury, Montagu, Mosselbaai, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vrededal, Wellington, Williston, Worcester en Wynberg, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 507, Pearl Assurance-gebou, Heerengracht, Strandgebied, Kaapstad, 8001;

"Region B" means the Magisterial Districts of Albert, Aliwal North, Barkley East, Cathcart, East London, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka and Wodehouse, and for the purposes of these particular areas, the address of the Regional Council shall be: the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 13162, Vincent, 5217, or room 419, Fourth Floor, XDC Building, 19 Manchester Road, Chiselhurst, 5247.

"Region C" means the Province of Natal, and the purposes of this particular area the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 5900, Durban, 4000, or Eighth Floor, Poynton House, corner of Gardiner and Pine Streets, Durban, 4001;

"Region D" means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesburg, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (C.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (C.P.), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midlands Regional Council), P.O. Box 3127, Port Elizabeth, 6000, or Third Floor, Todd Chambers, Todd Street, North End, Port Elizabeth, 6001;

"Region E" means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad and for the purposes of these particular areas the address of the Regional Council shall be: the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000 or Atkinson House, 3 Von Brandis Street, Johannesburg, 2001.

"Region F" means the Province of the Orange Free State, and includes the Magisterial District of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg, Philipstown, Prieska, Vryburg and Warrenton, in the Cape Province, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Suite 1, First Floor, Constantia House, 22 Bok Street, Welkom, 9459.

"Venetian Blind and Allied Products Manufacturing Industry" means the Industry in which employers and employees are associated for the carrying on of any one or more of the following activities in the Province of the Transvaal:

The design and/or assembly and/or manufacture of—

(a) venetian blinds, whether manufactured of wood, metal, bamboo, cloth or synthetic materials; and/or

(b) any other type of blind manufactured of such materials; and/or

(c) any other article or articles providing or used for sun control, other than articles manufactured wholly or mainly from plastics: Provided that the first-mentioned articles are intended for use in the interior of buildings; and/or

"Streek B" die landdrosdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Oos-Londen, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka en Wodehouse, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 13162 Vincent, 5217, of Kamer 419, Vierde Verdieping, XDC-gebou, Manchesterweg 19, Chiselhurst, 5247.

"Street C" die provinsie Natal, en ten opsigte van hierdie bepaalde gebied is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 5900, Durban 4000, of Agste Verdieping, Poyntonhuis, h/v Gardiner-en Pinestraat, Durban, 4001:

"Streek D" die landdrosdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesburg, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (K.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (K.P.), Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad), Posbus 3127, Port Elizabeth, 6000, of Derde Verdieping, Todd Chambers, Toddstraat, Noordeinde, Port Elizabeth, 6001;

"Streek E" die provinsie Transvaal, uitgesonderd die landdrosdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of Atkinsonhuis, Von Brandisstraat 3, Johannesburg, 2001.

"Streek F" die provinsie die Oranje-Vrystaat, en omvat dit die landdrosdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, in die provinsie Transvaal, en die landdrosdistrikte Barkley-Wes, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg, Philipstown, Prieska, Vryburg en Warrenton, in die Kaapprovinsie, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460, of Suite 1, Eerste Verdieping, Constantiahuis, Bokstraat 22, Welkom, 9459.

"Vervaardigingsnywerheid vir Hortjiesblindes en Verwante Produkte" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die verrigting van een of meer van die volgende werksaamhede in die provinsie Transvaal:

Die ontwerp en/of montering en/of vervaardiging van—

(a) hortjiesblindes, ongeag daarvan of dit van hout, metaal, bamboes, weefstof of sintetiese materiale vervaardig word; en/of;

(b) alle ander tipes blindes wat van sodanige materiale vervaardig is; en/of

(c) alle ander artikels wat sonlig beheer of daarvoor gebruik word, uitgesonderd artikels wat geheel en al of hoofsaaklik van plastiek vervaardig is: Met dien verstande dat eersgenoemde artikels bedoel moet wees vir gebruik binne-in geboue; en/of

(d) folding doors containing wood, cloth, leather, leather-cloth or any synthetic material with a wooden, synthetic wood or metal framework, but excluding canvas awnings, canvas sunblinds and Holland blinds.

For the purposes of this definition, "canvas" means a woven material made from cotton flax, jute, hempt or similar decorticated vegetable or acrylic fibres or mixtures thereof.

"watchman's work" means guarding and/or patrolling property and/or premises;

"welding electrodes" means any flux-coated or cored filler metal made from ferrous or non-ferrous material in stick or continuous form used in electric arc welding.

4. DEDUCTION OF TRADE UNION SUBSCRIPTIONS

(1) (a) Where requested by means of an individually signed stop order deduction application, subscriptions to a trade union which is a party to this Agreement shall be deducted by an employer from the wages which in terms of any Agreement operative in the Industry is payable to an employee.

(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 this Agreement may be deducted by an employer from the wages which in terms of any Agreement operative in the Industry is payable to an employee, and the employer shall notify the Council in writing of such deduction.

(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 this Agreement may be deducted by an employer from the wages which in terms of any agreement operative in the Industry 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.

Signed at Johannesburg, for and on behalf of the parties, this 24th day of October 1990.

W. P. COETZEE,
Chairman.

J. DE W. TROTSKIE,
Vice-Chairman.

A. O. DE JAGER,
General Secretary.

(d) voudeure wat hout, weefstof, leer, leerdoek of enige sintetiese materiaal met 'n hout-, sintetiese hout- of metaal-raamwerk bevat, maar met uitsondering van seilsonskerms, seilsonblindes en Hollandse blindes.

Vir die toepassing van hierdie omskrywing beteken "seil" 'n geweeft materiaal wat gemaak is van katoenvlas, jute, hennep of soortgelyke ontbaste plant- of akrielvesels of mengsels daarvan;

"wag se werk" die bewaking en/of patrolling van eiendom en/of persele;

"sweiselektrodes" enige vloeimiddelbedekte of kernvulmetaal gemaak van ysterhoudende of nie-ysterhoudende materiaal in staal- of deurlopende vorm, wat by elektriese boogswaerwerk gebruik word.

4. AFTREKKING VAN VAKVERENIGINGLEDGELD

(1) (a) Waar versoek by wyse van 'n afsonderlik getekende aansoek om 'n aftrekorder, moet ledegeld van 'n vakvereniging wat 'n party is by hierdie Ooreenkoms deur die werk-gewer afgetrek word van die lone wat kragtens enige Ooreenkoms in werking in die Nywerheid, aan 'n werknemer betaalbaar is.

(b) Waar versoek by wyse van afsonderlik getekende aansoeke om 'n aftrekorder en waar ooreengekom op maatskappyvlak, kan die werk-gewer ledegeld van 'n geregistreerde vakvereniging wat nie 'n party is by hierdie Ooreenkoms aftrek van die lone wat kragtens enige Ooreenkoms in werking in die Nywerheid aan 'n werknemer betaalbaar is, en die werk-gewer moet die Nywerheidsraad skriftelik in kennis stel van sodanige aftrekking.

(c) Waar versoek by wyse van afsonderlik getekende aansoeke om 'n aftrekorder en waar ooreengekom op maatskappyvlak, kan die werk-gewer ledegeld van 'n ongeregistreerde vakvereniging wat nie 'n party is by hierdie Ooreenkoms aftrek van die lone wat kragtens enige Ooreenkoms in werking is in die Nywerheid aan 'n werknemer betaalbaar is: Met dien verstande dat Ministeriële goedkeuring kragtens artikel 78 (1C) van die Wet op Arbeidsverhoudinge vooraf verkry is; en die werk-gewer moet die Nywerheidsraad dienoreenkomstig in kennis stel en bewys lewer van die Ministeriële goedkeuring.

Namens die partye op hede die 24ste dag van Oktober 1990 te Johannesburg onderteken.

W. P. COETZEE,
Voorsitter.

J. DE W. TROTSKIE,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.



Keep South Africa clean!
Hou Suid-Afrika skoon!

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